



Sargeants Est. 1978
Caroline Springs

CONTRACT OF SALE

John Shane Michael O'Connor and Carmen O'Connor

Property:

14 Roaming Drive FRASER RISE VIC 3336

PO Box 3442
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201
Email: cristina@sargeantscs.com.au

Ref: 25/6508

CONTRACT OF SALE OF REAL ESTATE

Property Address: 14 Roaming Drive FRASER RISE VIC 3336

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract for sale and the day on which you become the registered proprietor.

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

- a copy of the 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*
- full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/..... /20

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/..... /20

Print name of person signing.....

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co
1/337 Settlement Road THOMASTOWN VIC 3074

Tel: 9465 7766 Fax: Ref: Nathan Hunt Email: sold@rataandco.com.au

VENDOR

**John Shane Michael O'Connor and Carmen O'Connor
Of**

Ref: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Sargeants Conveyancing
of PO Box 3442
Caroline Springs 3023

Tel: 03 9307 8201 Ref: 25/6508 Email: admin@sargeantscs.com.au

PURCHASER

Of

Tel: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
12187 / 565	430	PS 820465F

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

14 Roaming Drive Fraser Rise Vic 3336

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

PAYMENT

Price \$

Deposit \$ _____ by _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement
=====

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (refer to general condition 19)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

SETTLEMENT

Is due on

Or earlier by agreement

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1

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

TERMS CONTRACT

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30

LOAN

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

Lender:

Loan amount:

Approval date:

BUILDING REPORT

General condition 21 applies only if the box is checked

PEST REPORT

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

Contract of Sale of Land - General Conditions

CONTRACT SIGNING

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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.

TITLE

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the

Personal Property Securities Act 2009 (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of

sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

MONEY

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition “deposit bond” means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or

accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

- (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

TRANSACTIONAL

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

INFORMATION ONLY

THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

1. WARRANTIES AND EXCLUSIONS

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

2. INTEREST AND COSTS PAYABLE ON DEFAULT

If the purchaser defaults in payment of any money under this Contract, then interest at the rate of fourteen per cent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$880-00 (inclusive of GST) together with a further sum of \$880-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

If settlement is rescheduled to another day due to the Purchaser, the Purchaser shall pay the Vendor's Solicitor an amount of \$150.00 plus GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

3. NON-PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

4. ADJUSTMENTS

The purchaser agrees to provide the statement of adjustments no later than 3 business days prior to settlement, and a copy of all certificates obtained by them to complete any adjustments. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to and a fee of \$150 plus GST for any adjustments received outside of this time. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.

5. FINANCE

General Condition 20.2 (c) is amended to read "serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendors representative on the due date specified in the Particulars of Sale or any later date allowed by the vendor."

6. SOLAR PANELS

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way.

7. POOL COMPLIANCE

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so.
2. Arrange a private inspection and obtain a report at his cost;
3. Comply with all the requirements of the report;
4. Arrange any further inspections at his cost; and
5. Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

8. HOLIDAY CLOSURES

Please ensure you do NOT Choose a Settlement Date whilst this and other Conveyancing Practices are CLOSED.

This Special Condition only applies to contracts where the Settlement Date is chosen (or arises) in the Office Closure Period (as defined below).

Notwithstanding any other provisions in this Contract:-

- 8.1 It is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day between a Public Holiday and a Weekend (for example, "Melbourne Cup Monday", being the 1st Monday in November), and during the period between 19/12/2025 and 13/1/2026 (inclusive as to the above range of dates, and hereafter jointly & severally called the "Office Closure Period"),

8.2 if Settlement of this Contract becomes due, or is already stated in this Contract to be due in the Office Closure Period, then it is agreed that Settlement of this Contract shall be due and effected on the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, Settlement of this Contract shall be due and effected on Wednesday 14th January, 2026;

8.3 The Purchaser and/or their Conveyancers/legal Representative may not issue a Default Notice upon the Vendor during the Office Closure Period and if the Purchaser does do so, the period to remedy the Default stated therein is agreed to be and operate as TWENTY ONE (21) DAYS (notwithstanding any other period stated therein), or in the case of the Christmas and New Year portion of the Office Closure Period THIRTY (30) DAYS (notwithstanding any other period stated therein);

8.4 Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental income or outgoings by virtue of Settlement falling into the next Calendar Year.

9. LAND TAX

Land tax is not an adjustable item under General Condition 23.

10. PEST & BUILDING INSPECTIONS

General Conditions 21.2 and 22.2 are amended to read "the purchaser may end this contract within 7 days from the day of sale if the purchaser:"

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of			ACN

(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 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of Director (Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of Director (Sign)

Witness

Residential Withholding Payment Notification
Section 14-255 of the Taxation Administration Act 1953 (Cth)

Property: 14 Roaming Drive FRASER RISE VIC 3336

I/We John Shane O'Connor and Carmen O'Connor hereby confirm we have contacted our Accountant and confirm:-

(please select the option which applies)

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision and GST at 1/11th (10%) of the contract price will apply at settlement.

Vendors name:

ABN:

Contact number:

Address:

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision. The contract will provide for Margin scheme and GST at 7% of the Contract price will apply at settlement.



Vendors name:

ABN:

Contact number:

Address:

- The above property is either an existing residential premises or vacant land not on a new subdivision or commercial residential premises and therefore the Purchaser is not required to withhold GST.

John Shane O'Connor and Carmen O'Connor

Date:

**SECTION 32 STATEMENT
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: John Shane Michael O'Connor and Carmen O'Connor

Property: 14 Roaming Drive FRASER RISE VIC 3336

LAND BEING SOLD

The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title Volume 12187 Folio 565.

IMPORTANT NOTICES TO PURCHASER

The Vendor makes this statement in respect to the land in accordance with Section 32 of the Sale of Land Act 1962.

PLANNING

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

WARNING The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the Building Act 1993 unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However, you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

1. RESTRICTIONS - Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered)

- 1.1 Easements affecting the property - as set out in the documents attached (if any)
- 1.2 Covenants affecting the property - as set out in the documents attached (if any)
- 1.3 Leases affecting the property - as set out in the documents attached (if any)
- 1.4 Other similar restrictions affecting the property - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, lease or other similar restriction are :-

- None to the Vendor's knowledge

However please note that underground electricity cables water and gas pipes, sewers or drains may be laid outside registered easements.

2. PLANNING AND ROAD ACCESS - Information concerning any planning instrument – As attached.

The planning instrument does not prohibit the construction of a dwelling house on the land. There is access to the property by road.

Overlays - Landslip - Vegetation - Mining - or other General information - As attached (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, bush fire or pest infestation.

3. OUTGOINGS AND STATUTORY CHARGES

Information concerning any rates, taxes, charges, or other similar outgoings (including Owners Corporation charges) affecting the land including any rates, charges or outgoings for which the purchaser may become liable as a consequence of the sale and which the vendor might reasonably be expected to have knowledge of:

Their total does not exceed - **\$4,500.00**

(excluding any Water Usage, Sewerage disposal charges or other charges based on a user/pay system)

4. FINANCIAL MATTERS

Particulars of any mortgage (whether registered or unregistered) over the land which is not to be discharged before the purchaser becomes entitled to possession of the land or to the receipt of the rents and profits including the particulars specified in Schedule 1. (There will be no Schedule 1 completed if the property is not being sold subject to a mortgage)

- None

4.2 Particulars of any charge (whether registered or unregistered) over the land imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

- None to the Vendors Knowledge.

5. GROWTH AREA INFRASTRUCTURE CONTRIBUTION

5.1 Is the land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987) and is the land:-

5.11 transferred under the agreement; or

5.12 land on which works are carried out under the agreement; or

5.13 land in respect of which a growth areas infrastructure contribution is imposed.

- Not to the Vendors knowledge.

6. SERVICES

Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

(a) telephone services

The Water supply and Sewerage service connected to the land are of the standard level available in the locality unless specified otherwise.

WARNING TO PURCHASER

It is your (the purchaser's) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether gas and/or sewerage is connected. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services you require.

The vendor makes no representations that any of the services are adequate for the purchaser's proposed use and the purchaser should make his own enquiries.

7. BUILDING APPROVALS

7.2 If there is a residence which was constructed within the preceding 6 years and Section 137B applies to the residence the particulars of the required insurance under that Act applying to that residence are:-

- See attached if applicable

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

- Not applicable

NOTE – The property may contain asbestos or inflammable materials.

8. **NOTICES**

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

- 8.1 Affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- 8.2 Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
- 8.3 Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992
- 8.4 Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- 8.5 Notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986
- 8.6 Notice issued by the Environment Protection Authority
- 8.7 Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995
- 8.8 particulars of any notice to acquire served under Section 6 of the Land Acquisition And Compensation Act 1986

- None to the Vendors knowledge save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows: - Not applicable

9. **OWNERS CORPORATION**

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

10. **INSURANCE**

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

11. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

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

- (a) To be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based facilities including any support facilities; and
- (b) With a net lettable area of at least 2000m² (but does not include a building under a strata title system or if an occupancy Permit was issued less than 2 years before the relevant date).
 - Not Applicable

SWIMMING POOLS AND SMOKE ALARMS

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building regulations 1994 within 30 days after the completion of any contract of sale. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

DATE OF THIS STATEMENT

20

Signature of Vendor

I agree that this Section 32 Statement and the documents herewith (including the Search of the Title) must be updated at the expiration of six calendar months from the date of the search of the Title herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants. I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been employed to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, landslip, mining, flooding, fill, latent defects or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, titles, notices or documents including, but without limiting the generality of the forgoing, any information. conditions, titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 196 as amended, the Domestic Building Contracts and Tribunal Act 1995 and/or any other Act or regulations.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

COMMON PROPERTY PUBLIC RISK AND RE-INSTATEMENT INSURANCE - (If applicable)

I the vendor confirm that I am hereby advised that :-

1. I cannot sell a property which is part of a subdivision where there is any common property unless the Owners Corporation has a public liability insurance policy in place as at the day of sale for a sum of at least 10 million dollars and if the land is under the Strata Titles Act or any lot is above or below any common property unless there is collective reinstatement insurance in the name of the Owners Corporation in relation to all the buildings on the plan.

2. If there is common property or it is later determined that there is common property, then there is an Owners Corporation and if the said Owners Corporations public liability insurance and re- instatement insurance is not in place as at the day of sale, the Purchaser may cancel any contract at any time up until the final settlement, even if the said insurance is subsequently arranged.

PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the property, the purchaser received from the vendor or the vendor's agent a copy of this Section 32 Statement signed by the Vendor, the Notice, the Particulars of Sale and the Special Conditions herein or attached to the contract and a Due Diligence Checklist.

DATE OF ACKNOWLEDGMENT

20

Signature of Purchaser.....

INFORMATION ONLY

Register Search Statement - Volume 12187 Folio 565

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

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

VOLUME 12187 FOLIO 565

Security no : 124125281693A
Produced 12/06/2025 02:11 PM

LAND DESCRIPTION

Lot 430 on Plan of Subdivision 820465F.
PARENT TITLE Volume 12184 Folio 903
Created by instrument PS820465F 14/02/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JOHN SHANE MICHAEL O'CONNOR
CARMEN O'CONNOR both of 14 ROAMING DRIVE FRASER RISE VIC 3335
AT033379Y 28/02/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT113199G 27/03/2020
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS820465F 14/02/2020

COVENANT AT033379Y 28/02/2020
Expiry Date 14/02/2030

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

AGREEMENT Section 173 Planning and Environment Act 1987
AR283562D 26/07/2018

DIAGRAM LOCATION

SEE PS820465F 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: 14 ROAMING DRIVE FRASER RISE VIC 3336

ADMINISTRATIVE NOTICES


NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 27/03/2020

DOCUMENT END

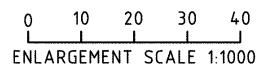
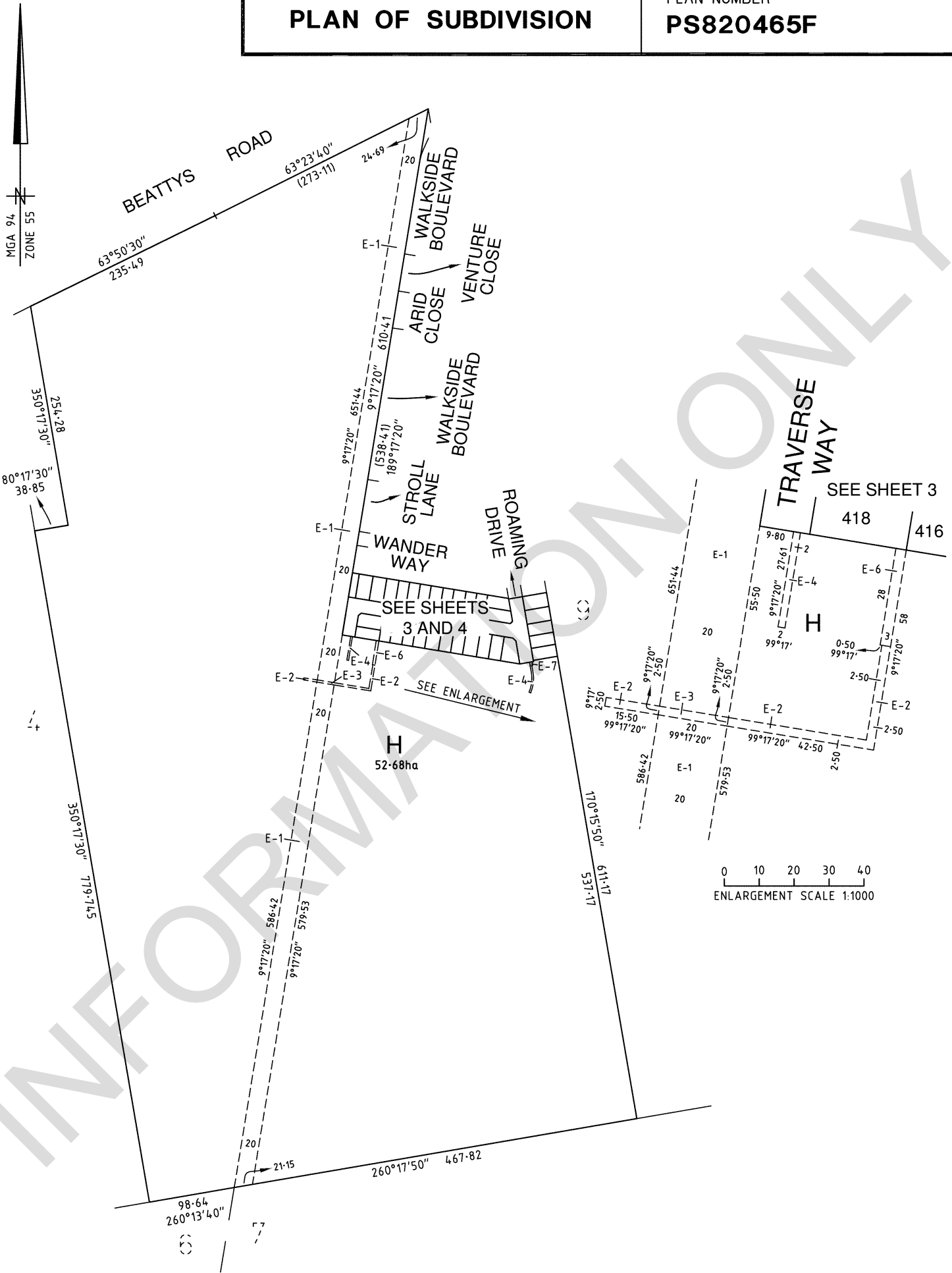
The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 12/06/2025, for Order Number 88153263. Your reference: 25/6508 - O'Connor.

INFORMATION ONLY

PLAN OF SUBDIVISION		LUV USE ONLY EDITION 1	PLAN NUMBER PS820465F	
LOCATION OF LAND		Council Name: Melton City Council Council Reference Number: Sub 5192 Planning Permit Reference: PA2017/5710 SPEAR Reference Number: S124005M Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 08/10/2018 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Geraldine Addicott for Melton City Council on 28/01/2020 Statement of Compliance issued: 11/02/2020		
PARISH: MARIBYRNONG TOWNSHIP: - SECTION: B CROWN ALLOTMENT: 8 (PART) CROWN PORTION: - TITLE REFERENCES: Vol.12184 Fol. 903 LAST PLAN REFERENCE/S: PS817165M (LOT F) POSTAL ADDRESS: 235-311 BEATTYS ROAD (At time of subdivision) FRASER RISE, 3336 MGA94 Co-ordinates E 298 700 (of approx centre of land in plan) N 5824 730 ZONE 55				
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 400 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTION AFFECTING LOTS 401 TO 431 (BOTH INCLUSIVE) SEE CREATION OF RESTRICTION A ON SHEET 5. FOR RESTRICTION AFFECTING LOTS 401 TO 431 (BOTH INCLUSIVE) SEE CREATION OF RESTRICTION B ON SHEET 5. OTHER PURPOSE OF THE PLAN: REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-3 ON PS817165M AS AFFECTS ROAMING DRIVE ON THIS PLAN. REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-2 ON PS817165M AS AFFECTS LOT 418 & LOT H ON THIS PLAN. GROUNDS FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN.		
ROAD R1 RESERVE No.1	MELTON CITY COUNCIL MELTON CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION 15-24m METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THIS PLAN. STAGING This is not a staged subdivision. Planning permit No. SURVEY. THIS PLAN IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM17, PM31 & PM53, (KOROROIT), PM136 & PM560 (MARIBYRNONG) AND PM157 (DERRIMUT) PROCLAIMED SURVEY AREA: THIS IS A SPEAR PLAN. WESTWOOD 4 1.722ha		31 LOTS		
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	GAS TRANSMISSION PIPELINE	SEE PLAN	C/E J31146	GAS AND FUEL CORPORATION OF VICTORIA CITY WEST WATER CORPORATION GAS AND FUEL CORPORATION OF VICTORIA CITY WEST WATER CORPORATION MELTON CITY COUNCIL CITY WEST WATER CORPORATION CITY WEST WATER CORPORATION MELTON CITY COUNCIL CITY WEST WATER CORPORATION MELTON CITY COUNCIL
E-2	SEWERAGE	SEE PLAN	PS817163R	
E-3	GAS TRANSMISSION PIPELINE	SEE PLAN	C/E J31146	
	SEWERAGE	SEE PLAN	PS817163R	
E-4	DRAINAGE	SEE PLAN	THIS PLAN	
E-5	SEWERAGE	SEE PLAN	THIS PLAN	
E-6	SEWERAGE DRAINAGE	SEE PLAN	THIS PLAN	
E-7	WATER SUPPLY (THROUGH UNDERGROUND PIPES) DRAINAGE	SEE PLAN	THIS PLAN	
 Member of the Surbana Jurong Group		SURVEYOR REF: 2152s-04 Digitally signed by: Rohan Michael Bakker, Licensed Surveyor, Surveyor's Plan Version (F), 13/11/2019, SPEAR Ref: S124005M		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5 PLAN REGISTERED TIME: 11:46 AM DATE: 14/02/2020 C. Grosso Assistant Registrar of Titles

PLAN OF SUBDIVISION

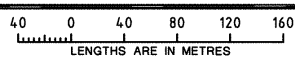
PLAN NUMBER
PS820465F



SMC

2152S-04 VER F.DWG AE/SB

SCALE
1:4000



ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by: Rohan Michael Bakker, Licensed Surveyor,
Surveyor's Plan Version (F),
13/11/2019, SPEAR Ref: S124005M

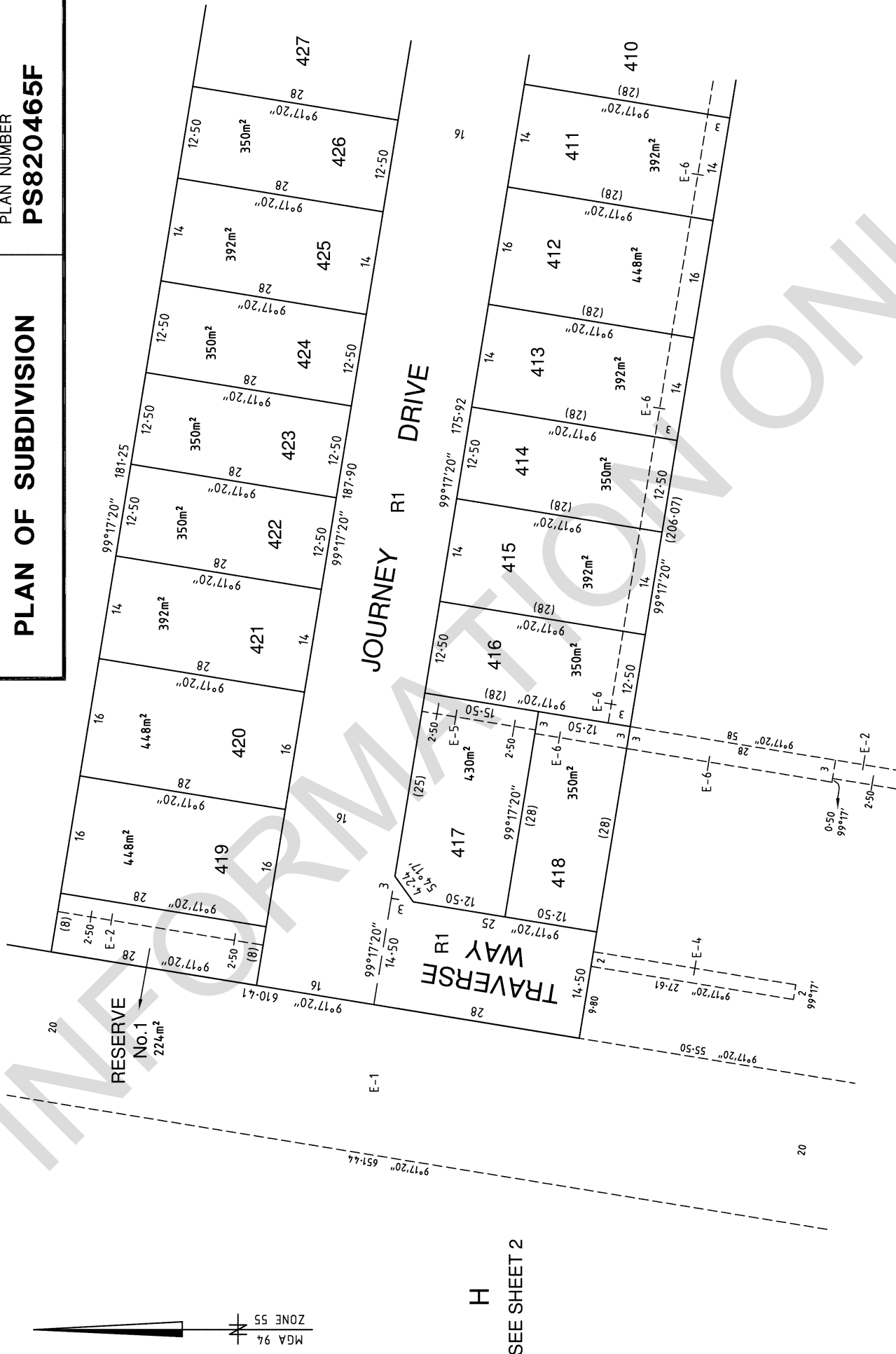
Digitally signed by:
Melton City Council,
28/01/2020,
SPEAR Ref: S124005M

Melbourne Survey T 9869 0813

REF 2152s-04

PLAN OF SUBDIVISION


PLAN NUMBER
PS820465F



H
SEE SHEET 2

SEE SHEET 4



2152S-04 VER FDWG AE/SB		SCALE 1:500		ORIGINAL SHEET SIZE A3		SHEET 3	
		Digitally signed by: Rohan Michael Bakker, Licensed Surveyor, Surveyor's Plan Version (F), 13/11/2019, SPEAR Ref: S124005M		Digitally signed by: Melton City Council, 28/01/2020, SPEAR Ref: S124005M		REF 2152s-04	

PLAN OF SUBDIVISION

PLAN NUMBER
PS820465F

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS
401 TO 431 (BOTH INCLUSIVE)	401 TO 431 (BOTH INCLUSIVE) OTHER THAN THE RELEVANT BURDENED LOT

The registered proprietor or proprietors for the time being of any burdened lot must not build or permit to be built or remain on the lot any building other than a building which contains a plumbing system that is capable of being connected to a recycled water supply for toilet flushing and garden watering at a minimum (if such recycled water supply is made available to the lot) and a plumbing system which connects to the potable water supply made available to the lot.

CREATION OF RESTRICTION B

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

LAND TO BE BURDENED: See Table 1

LAND TO BENEFIT: See Table 1

TABLE 1

BURDENED LOT No.	BENEFITING LOTS
401	402
402	401, 403
403	402, 404
404	403, 405
405	404
406	407
407	406, 408
408	407, 409
409	408, 410
410	409, 411

TABLE 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS
411	410, 412
412	411, 413
413	412, 414
414	413, 415
415	414, 416
416	415, 417, 418
417	416, 418
418	416, 417
419	420
420	419, 421

TABLE 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS
421	420, 422
422	421, 423
423	422, 424
424	423, 425
425	424, 426
426	425, 427
427	426, 428
428	427, 429
429	428, 430, 431
430	429, 431
431	429, 430

RESTRICTION

The registered proprietor or proprietors for the time being for any burdened lot on this plan:

1. must not build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the approved Memorandum of Common Provisions (MCP) registered in the dealing no. AA5649 without the prior written consent of the Responsible Authority. The provisions of the said MCP are incorporated into this restriction;
2. must not make an application to amend a building envelope unless such an amendment and any criteria or matters which must be considered by the Responsible Authority in deciding on such an amendment are to the satisfaction of the Responsible Authority; and
3. must not erect any building on a lot unless the plans for such a building are endorsed by the Westwood Design Assessment Committee (WDAC) prior to the issue of a building permit.

This restriction shall cease to have effect on the burdened lot after 31/12/2029.



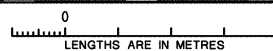
SMC

Melbourne Survey T 9869 0813

REF 2152s-04

2152S-04 VER F.DWG AE/SB

SCALE



Digitally signed by: Rohan Michael Bakker, Licensed Surveyor,
Surveyor's Plan Version (F),
13/11/2019, SPEAR Ref: S124005M

ORIGINAL SHEET
SIZE: A3

SHEET 5

Digitally signed by:
Melton City Council,
28/01/2020,
SPEAR Ref: S124005M



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 12/06/2025 02:13:29 PM

Status	Registered	Dealing Number	AT033379Y
Date and Time Lodged	28/02/2020 01:22:14 PM		

Lodger Details

Lodger Code	17758Q
Name	ABSOLUTE CONVEYANCING SOLUTIONS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

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.

Land Title Reference

12187/565

Transferor(s)

Name	DAHUA GROUP MELBOURNE NUMBER 3 PTY LTD
ACN	609494840

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 344000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	JOHN SHANE
Family Name	O'CONNOR
Address	
Street Number	14
Street Name	ROAMING



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Type DRIVE
Locality FRASER RISE
State VIC
Postcode 3335

Given Name(s) CARMEN
Family Name O'CONNOR

Address

Street Number 14
Street Name ROAMING
Street Type DRIVE
Locality FRASER RISE
State VIC
Postcode 3335

Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land the Land
Benefited land MCP: AA5649
Restrictive covenant MCP: AA5649
Expiry Date 14/02/2030

Duty Transaction ID

4775605

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of DAHUA GROUP MELBOURNE NUMBER 3
PTY LTD
Signer Name NICHOLAS HOLUIGUE
Signer Organisation MADDOCKS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Execution Date 28 FEBRUARY 2020



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

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

Executed on behalf of	JOHN SHANE O'CONNOR CARMEN O'CONNOR
Signer Name	ELIZABETH LEONORA BARBARO
Signer Organisation	ABSOLUTE CONVEYANCING SOLUTIONS
Signer Role	CONVEYANCING PRACTICE
Execution Date	28 FEBRUARY 2020

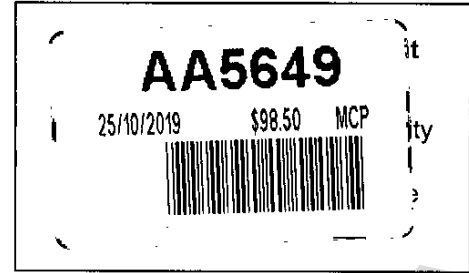
File Notes:

NIL

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

Statement End.

Memorandum of common provisions Section 91A Transfer of Land Act 1958



Lodged by	
Name:	Maddocks
Phone:	03 9258 3555
Address:	Level 25, 727 Collins Street, Melbourne 3008
Reference:	JBAK:7394640.053
Customer code:	1167E

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

The transferee (**Purchaser**) with the intent that the benefit of this covenant will be attached to and run at law and in equity with the whole and every lot on Plan of Subdivision PS820465F (**Plan**) other than the lot hereby transferred and that the burden of this covenant will be annexed to and run at law and in equity with the lot hereby transferred does hereby for itself and its transferees, executors, administrators and assigns and as separate covenants covenant with the Transferor and the registered proprietor or proprietors for the time being of the whole and every lot on the Plan or any part or parts thereof other than the lot hereby transferred that, without the prior written consent of the Transferor, the Purchaser:

- (1) must not build or cause to be built or allow to be built or allow to remain a dwelling house or outbuilding, or carry out, cause to be carried out or allow to be carried out any fencing, building or construction works on the land hereby transferred unless:
 - (a) applicable plans and specifications prepared in accordance with the Design Guidelines have been submitted to the Design Assessment Panel; and
 - (b) the Design Assessment Panel has given its approval in writing to the plans and specifications prior to the commencement of the proposed fencing, building or construction works;
- (2) must not erect on the lot hereby transferred or cause to be erected or allow to remain erected on the lot hereby transferred any:
 - (a) outbuilding or similar structure which does not comply with the Design Guidelines; or
 - (b) fence which does not comply with the Design Guidelines;
- (3) must not:
 - (a) permit the deterioration of the lot hereby transferred and adjacent nature strips including any accumulation of rubbish, weeds or debris to a standard that is

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

[7394640.053: 25054585_1]

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA5649

25/10/2019 \$98.50 MCP



unacceptable to the Transferor (provided that the Transferor will not act capriciously in determining the standard of acceptance);

- (b) park or store or cause to be parked or stored on or within the lot hereby transferred any vehicle having a carrying capacity of one tonne or more (other than a light commercial vehicle) or any boat, caravan or trailer in such a way that can be visible from any street adjacent to or abutting the lot hereby transferred;
- (c) without the prior consent of the Transferor, erect or permit to be erected on the lot hereby transferred any advertisement, hoarding, notice, sign or similar structure;
- (d) will not permit the lot hereby transferred or any building or buildings constructed thereon to be used for the display of any advertisement, hoarding, notice, sign or similar structure provided that after completion of a dwelling house on the lot hereby transferred this restriction shall not prevent the erection of a signboard advertising the lot for sale;
- (e) without the prior consent of the Transferor, install or permit to be installed on any dwelling house built on the lot hereby transferred any external roll down security shutters; or
- (f) further subdivide the lot hereby transferred,

and this covenant will appear in the Certificate of Title and Folio of the Register to be issued by the Land Titles Office for the said lot and run with the lot from the date of registration of the Plan for a period of 10 years from the date of registration of the Plan.

In this covenant, the following terms have the meanings set out below:

Design Guidelines means the design, development and use controls for the Development titled "Westwood Design Guidelines" and as amended from time to time.

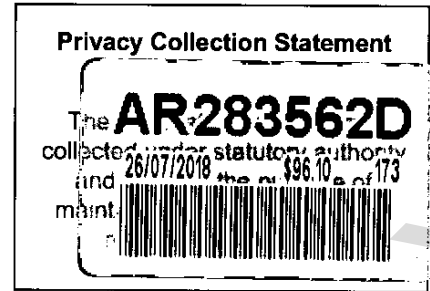
Design Assessment Panel means the panel of that name appointed by the Transferor (or by any person nominated in writing by the Transferor as being entitled to make that appointment) from time to time for the purposes of assessing compliance by lot owners with the Design Guidelines.

Development means the development for residential housing and ancillary purposes to be carried out on the land originally comprised in the Parent Title by the Transferor or the Transferor's successors or assigns of that land known as 235 Beattys Road, Fraser Rise VIC 3336.

Parent Title means the land which was comprised in certificate of title volume 11941 folio 065 prior to any subdivision of that title.

Transferor means Dahua Group Melbourne Number 3 Pty Ltd ACN 609 494 840.

**Application by a responsible authority for the making
of a recording of an agreement**
Section 181 Planning and Environment Act 1987



Lodged by
Name: HARWOOD ANDREWS
Phone: 03 5225 5225
Address: 70 GHERINGHAP STREET, GEELONG 3220
Reference: SASS: 21800759
Customer code: 2235J

The responsible authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

Land:(volume and folio)

VOLUME 11941 FOLIO 065

Responsible authority:(full name and address, including postcode)

MELTON CITY COUNCIL, 232 HIGH STREET, MELTON 3337

Section and act under which agreement is made:

SECTION 173, PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

Signing:

35271702A

181PEA

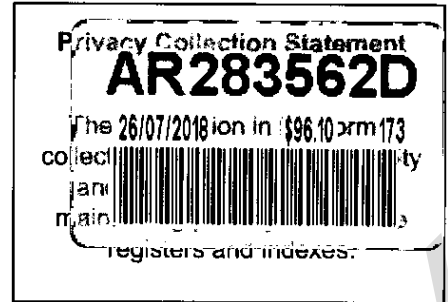
Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us


Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Certifications

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

Executed on behalf of MELTON CITY COUNCIL
Signer Name STUART MONOTTI
Signer Organisation HARWOOD ANDREWS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Signature 
Execution Date

35271702A

181PEA

Page 2 of 2

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**HARWOOD
ANDREWS**

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

MELTON CITY COUNCIL
Council

- and -

DAHUA GROUP MELBOURNE NUMBER 3 PTY LTD
Owner

in relation to land at:
235-311 Beattys Road, Fraser Rise, VIC 3336

Level 5, 707 Collins Street,
Melbourne 3008, Victoria, Australia
DX 30970 Stock Exchange
PO Box 633 Collins Street West Vic 3007
T 03 9620 9389 F 03 9620 9288



THIS AGREEMENT is made on the day of 2018

PARTIES:

1. **Melton City Council (Council)** of 232 High Street, Melton, VIC 3337; and
2. **Dahua Group Melbourne Number 3 Pty Ltd ACN 609 494 840** of Suite 203, Level 2, 468 St Kilda Road, Melbourne VIC 3004 (**Owner**).

RECITALS:

- R1. Council is the responsible authority under the Planning Scheme. Council is also the Collecting Agency under the Act, and is the Development Agency under the Act.
- R2. Council enters into this Agreement in its capacity as the responsible authority, and to the extent that it is able as the Collecting Agency and Development Agency.
- R3. The Owner is or is entitled to be the registered proprietor of the Land.
- R4. The Land is subject to the Urban Growth Zone (Schedule 11) under the Planning Scheme. The PSP applies to the Land.
- R5. The Planning and Environment Amendment (Public Land Contributions) Act 2018 (Amendment Act) will commence on or before 1 September 2018 effecting amendments to the operation of the infrastructure contributions system in Victoria.
- R6. Amendment C195 to the Melton Planning Scheme was exhibited from 17 May 2018 which seeks to introduce the Exhibited Contributions Plan. The Exhibited Contributions Plan contemplates a standard and supplementary infrastructure contribution levy within the meaning of the Act.
- R7. Amendment C186 to the Melton Planning Scheme proposes to introduce the Interim Contributions Plan. The Interim Contributions Plan contemplates a standard and supplementary infrastructure contribution levy within the meaning of the Act.
- R8. The Owner has voluntarily requested and the Council has agreed to enter into this Agreement:
 - i) To facilitate the grant of a Planning Permit prior to gazettal of an Approved Contributions Plan.
 - ii) To secure an obligation to pay a Monetary Contribution in accordance with the Exhibited Contribution Plan.
 - iii) To secure an obligation to pay the Land Equalization Amount in accordance with the Exhibited Contributions Plan.
 - iv) To provide for reconciliation of payments made under this Agreement with the Approved Contributions Plan including, where necessary, the refunding of overpayments to Council and the collection of additional payments where any amount collected is less than the amount owing under the Approved Contributions Plan.
 - v) To impose an obligation on the Owner to effect necessary changes to the Planning Permit upon the gazettal of the Approved Contributions Plan.
 - vi) Achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.



- R9. To give effect to the above, this Agreement establishes a mechanism to apply the contributions and payments identified in the Exhibited Contributions Plan to the Melton Planning Scheme on an interim basis until gazettal of the Approved Contributions Plan.
- R10. As at the date of this Agreement, the Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

OPERATIVE PART:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- (1) **Act** means the *Planning and Environment Act 1987 (Vic)* as amended from time to time.
- (2) **Agreement** means this agreement and any agreement executed by the Parties expressed to be supplemental to this agreement.
- (3) **Approval Date** has the same meaning as in the Planning Scheme.
- (4) **Approved Contributions Plan (or ACP)** means an approved contributions plan within the meaning of Part 3AB of the Act which is to be applied to the Land and other land and which is to be incorporated into the Planning Scheme after the execution of this Agreement whether or not the plan is introduced into the Planning Scheme via Amendment C186 (the Interim Contributions Plan), C195 or another amendment.
- (5) **Collecting Agency** means Melton City Council or its successor as the authority responsible for administering and enforcing the ICP and includes its agents, officers, employees, servants, workers and contractors.
- (6) **Credit** means Land Credit.
- (7) **Demand Unit** means each hectare of Net Developable Land.
- (8) **Development Agency** means Melton City Council or its successor as the authority responsible for the provision of works, services and facilities or for the plan preparation costs for which a community infrastructure levy or Monetary Contribution or part of a levy is payable under Part 3B of the Act, and includes its agents, officers, employees, servants, workers and contractors.
- (9) **Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan forming part of the Planning Permit.
- (10) **Exhibited Contributions Plan** means the Plumpton and Kororoit Infrastructure Contributions Plan April 2018 which is the subject of Amendment C195.
- (11) **GAIC** means the Growth Areas Infrastructure Contribution under the Act.
- (12) **GST Regulations** means the *A New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.



- (13) **Indexation** has the meaning identified in clause 5.12 of the Exhibited Contributions Plan and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index.
- (14) **Interim Contributions Plan** means an interim infrastructure contributions plan proposed to be implemented via a Ministerial Amendment to the Planning Scheme proposed to occur on or after July 2018.
- (15) **Land** means the land listed in Schedule 1 of this Agreement and any reference to the Land includes any lot created by the subdivision of any lot comprising the Land or any part of it.
- (16) **Land Credit** means land credit identified at Table 3 of the Exhibited Contributions Plan.
- (17) **Land Component** has the meaning given to it in the Amendment Act.
- (18) **Land Equalisation Amount** has the meaning given in the Plumpton and Kororait Infrastructure Contributions Plan April 2018 which is the subject of Amendment C195.
- (19) **Land Project** means a land project of identified to be secured under the Exhibited Contributions Plan and includes open space, community facilities and roads.
- (20) **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised Infrastructure does not include the infrastructure that is included in the Approved Contributions Plan or other infrastructure that is in the nature of regional or state infrastructure.
- (21) **Lot** means a lot on the Endorsed Plan.
- (22) **Milestone Event** means an event in Column F of Schedule 2.
- (23) **Monetary Contribution** has the meaning given in the Exhibited Contribution Plan.
- (24) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- (25) **Net Developable Land** has the same meaning as in the Approved Contributions Plan.
- (26) **Owner** means, subject to this Agreement, the persons or a person registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee-in-possession.
- (27) **Party or parties** means the Owner and Council under this Agreement as appropriate but does not include a person who has transferred or otherwise disposed of all of their interests in the Land.
- (28) **Planning Permit** means a planning permit to be issued by Melton City Council, authorising the development of the Land subject of this agreement, in accordance with the Endorsed Plan which is issued in reliance upon the Owner having entered this Agreement.
- (29) **Planning Scheme** means the Melton Planning Scheme and any other planning scheme that applies to the Land.



- (30) **Plan of Subdivision** means a plan showing the subdivision of the Land which creates an additional lot which can be disposed of separately or which can be re-subdivided.
- (31) **PSP** means the Plumpton Precinct Structure Plan incorporated in the Planning Scheme.
- (32) **Provision Trigger** means the provision trigger or milestone specified in Schedule 2.
- (33) **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.
- (34) **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- (35) **Schedule 2** means the completed Schedule 2 to this Agreement or in the event that Schedule 2 is unpopulated a Schedule submitted by the Owner and approved by Council in accordance with format at Schedule 2.
- (36) **Stage** means a stage of the development of the Land as identified in any staging plan forming part of plans endorsed under the Planning Permit.
- (37) **Statement of Compliance or SOC** means a Statement of Compliance under the Subdivision Act 1988.
- (38) **Supplementary Levy** has the same meaning as within section 46GD of the Act. **Tax Act** means the *Taxation Administration Act 1953 (Cth)* as amended from time to time.
- (39) **Tribunal** means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

In the interpretation of this Agreement (including its recitals and any schedules) except to the extent that the context otherwise requires:

- (1) words (including defined expressions) denoting the singular will be deemed to include the plural and vice versa;
- (2) words (including defined expressions) denoting any gender will be deemed to include all other genders;
- (3) words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa;
- (4) references to a statute or statutory provision will be deemed to include any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any by laws, local laws, licences, statutory instruments, rules and regulations, orders, notices and directions, consents or permission made under it and any condition attaching to it;
- (5) headings are included for convenience only and will not affect the interpretation of this Agreement or any schedule;
- (6) references to clauses, recitals and schedules are to clauses of, and recitals and schedules to, this Agreement;
- (7) references to the Parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be;



- (8) reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it;
- (9) reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time; and
- (10) where a word or phrase is given a definite meaning in this Agreement a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

2 OWNERS' COVENANTS

2.1 Payment of the Monetary Contribution and the Land Equalisation Amount

The Parties agree that:

- (1) the Owner is required to pay or make the Monetary Contribution and any Land Equalisation Amount identified in the Exhibited Contributions Plan in respect of each Demand Unit (or part of a Demand Unit) on a stage-by-stage basis reduced by -
 - (a) the Owner's entitlement to a Credit; and
 - (b) subject to the provisions of this Agreement;
- (2) any component of the Monetary Contribution in respect of the Land which is not offset or reduced by an entitlement to a Credit in respect of a particular stage of a subdivision must be paid to Council in accordance with this clause prior to the issue of the Statement of Compliance for the stage of the subdivision to which the Monetary Contribution relates;
- (3) the Council may withhold the issue of a Statement of Compliance where a Monetary Contribution or Land Equalisation Amount for that stage has not been paid.

3 LAND PROJECTS

3.1 Provision of Land Projects

- (1) Subject to this Agreement, where the Exhibited Contributions Plan includes a Land Project on the Land the Owner will transfer to or vest in Council the Land Project at the relevant Milestone Event or at a time required in writing by the Council or within a stage of development as directed in writing by the Council;
- (2) the Owner is not entitled to any interim monetary payment of an accrued Land Credit where a parcel contribution percentage exceeds the ICP land contribution percentage in the Exhibited Contributions Plan;
- (3) where a parcel contribution percentage exceeds the ICP land contribution percentage in the Approved Contributions Plan and the Owner has vested all public land in the Council the Owner is entitled to be paid a sum equal to the Land Equalisation Amount for the Land identified in the Approved Contributions Plan prior to the issue of a statement of compliance for the final stage of subdivision of the Land or such earlier time that is agreed with the Council.
- (4) if the Owner does not transfer or vest the Land Project within the timeframe specified or referred to in clause 3.1(1) or any other time which is agreed between Council and the Owner Council may at its absolute discretion:
 - (a) further extend the relevant timeframe in writing; or



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

3.2 Condition of the land

The Owner acknowledges and agrees that any land transferred to Council in accordance with clause 3.1 of this Agreement must:

- (1) be sown to grass to the satisfaction of Council except as agreed in writing by Council;
- (2) be free of all encumbrances except as agreed in writing by Council;
- (3) be free from contamination;
- (4) have any liability for GAIC (except for land to be vested in Council designated as a road identified as a Transport Project under Table 8 of the PSP) and tax discharged prior to it being transferred to Council and to the extent it was not, the Owner shall remain liable to Council for any GAIC liability incurred by Council;
- (5) be accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged; and
- (6) Item 3.2(4) survives the termination or ending of this Agreement.

3.3 No further compensation payable

The Owner acknowledges that, upon Council complying with its obligation under this Agreement or a Land Credit, no further compensation of any kind whatsoever is payable to the Owner in relation to the land transferred to Council under clause 3.1.

4 FURTHER OBLIGATIONS

4.1 Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement any Public Infrastructure Plan.

4.2 Levy Reconciliation

- (1) Council and the Owner agrees that if the Approved Contributions Plan provides for a different Land Equalisation Amount or Monetary Contribution to that in the Exhibited Contributions Plan then within 60 days of a written request by the other party, the Owner or the Council must pay or refund as the case may be, the sum of money required to ensure the payments made accord with the Approved Contribution Plan in respect of each Demand Unit for which a payment has been made.
- (2) Where a further payment is required from the Owner or Council the payment must be corrected for indexation or any alternate index identified in the Approved Contributions Plan.

4.3 Further Actions to Implement Approved Contributions Plan

- (1) The Owner agrees that it will within 28 days of a written request by Council made after the gazettal of the Approved Contributions Plan:
 - (a) Apply for any amendment necessary to amend conditions of the Planning Permit, add or delete conditions of the Planning Permit or obtain a new Planning Permit to include conditions required under the planning overlay or



other ordinance (or conditions not required by the planning overlay or other ordinance but deemed necessary by Council) to implement the Approved Contributions Plan.

- (b) Do all things necessary to effect an amendment to this Agreement or enter into a replacement agreement required to give proper and fulsome effect to the Approved Contributions Plan and related ordinance within the Planning Scheme.
- (2) The Owner agrees that the Council may at its discretion withhold a Statement of Compliance until such time as any request under 4.3(1) is complied with.

4.4 Identity of Owner

Council and the Owner agree that for the purposes of the obligations in clause 4 of this Agreement the Owner is deemed to mean the person as the owner of the Land over which this Agreement remains recorded.

4.5 Submission of completed Schedule 2

- (1) The Owner covenants and agrees that:
 - (a) it will within 60 days of the execution of this Agreement submit to Council a completed Schedule 2 for approval.
 - (b) the Council may withhold the issue of a Statement of Compliance where a completed Schedule 2 has not been submitted to and approved by Council under the terms of this Agreement.

5 COUNCIL'S OBLIGATIONS

The Parties agree that Council must:

- (1) Hold all collected contributions or separately account for all contributions, to the extent practicable, in a manner consistent with its obligations under Part 3AB of the Act if those provisions applied.
- (2) Apply all contributions only for the purpose of implementing the Approved Contributions Plan or the Exhibited Contributions Plan as the case may be or for the equalisation of land contributions as the case may be under the said contributions plans.
- (3) At the time that the Approved Contributions Plan is gazetted it will treat monetary amounts collected under this Agreement as sums collected under the Approved Contributions Plan.
- (4) Will keep proper records for Credits associated with Infrastructure Projects and Land Projects.
- (5) Will adjust Credits for any difference between the Exhibited Contributions Plan and the Approved Contributions Plan and thereafter treat Credits accrued under this Agreement as Credits under the Approved Contributions Plan.



6 ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

- (1) this Agreement relates only to infrastructure that is set out in an Approved Contributions Plan and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under the Approved Contributions Plan; and
- (2) compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

7 FURTHER COVENANTS OF THE OWNER

7.1 Owner's warranties

The Owner warrants and covenants with Council that:

- (1) it owns the Land;
- (2) save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part thereof and not disclosed by the usual searches;
- (3) no part of the Land is subject to any right obtained by adverse possession;
- (4) they will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first providing to their successors a copy of this Agreement; and
- (5) the Owner is responsible for the Council's reasonable costs (including legal costs) and expenses of and incidental to:
 - i) the preparation, execution and registration of the Agreement; and
 - ii) the negotiation, assessment, preparation, execution and registration of any amendment to the Agreement.

7.2 Further actions

The Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, it, and the Owner's successors in title, will:

- (1) give effect to, do all acts and sign all agreements requiring those successors to give effect to this Agreement; and
- (2) execute a deed agreeing to be bound by this Agreement.

8 REGISTRATION OF AGREEMENT

The Parties agree that the Council will after the execution of the Agreement register the Agreement on the titles of the Land pursuant to the provisions of Section 181 of the Act.



9 AMENDMENT BY AGREEMENT

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

10 WAIVER

No waiver by any Party of any default in the strict and literal performance of or compliance with any provision condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any Party from compliance with any provision condition or requirement in the future nor will any delay or omission of any Party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

11 NO FETTERING OF COUNCIL'S POWERS

The Parties acknowledge and agree that:

- (1) this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land;
- (2) for clarity, nothing in this Agreement which provides for the provision of contributions to the Infrastructure Projects shall fetter the Council's ability to require the Owner to contribute to or provide Localised Infrastructure required by the subdivision of the Land; and
- (3) for clarity, nothing in this Agreement shall fetter the Council's discretion in relation to the delivery of any Infrastructure Project.

12 NOTICE

All notices and other communications provided for or permitted by this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the addresses of the Parties as specified in this Agreement or to such other address or person as any Party may specify by notice in writing to the other Party or Parties, and may be sent by an agent of the Party sending the notice. Each notice or communication will be deemed to have been duly received:

- (1) not later than two business days after being deposited in the mail with postage prepaid;
- (2) when delivered by hand;
- (3) if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or
- (4) if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.



13 COSTS ON DEFAULT

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

14 JURISDICTION

This Agreement will be governed by and construed in accordance with the law of the State of Victoria and each of the Parties hereby submits to the jurisdiction of the Courts of the State of Victoria and the Victorian Civil and Administrative Tribunal.

15 INVALIDITY OF ANY CLAUSE

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

16 AGREEMENT BINDING ON SUCCESSORS OF OWNER

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

17 JOINT OBLIGATIONS

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

18 GST

The Parties agree that:

- (1) expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;
- (2) a supply under this Agreement of:
 - (a) in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;
 - (b) payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:
 - (i) the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or



- (ii) is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
- (iii) is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or
- (iv) is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);

will be exempt from GST.

- (3) the recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and
- (4) a Party is not obliged, under clause 19(3), to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

19 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- (1) The Parties agree that the words defined or used in Subdivision 14-D of Schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- (2) The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of Schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (the Amount):
 - (a) at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
 - (b) where a clearance certificate is not provided in accordance with (a):
 - (i) if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
 - (ii) if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
 - (c) if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- (3) The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under Subdivision 14-D of Schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.



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

20 REGISTRATION AND COMMENCEMENT OF AGREEMENT

The Parties agree that:

- (1) the Parties shall do all things necessary (including signing any further agreement, acknowledgment or document) to give full effect to the terms of this Agreement and to enable the Council to register this Agreement on the titles to the Land in accordance with the Act; and
- (2) the Agreement shall commence on the date that it bears.

21 Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

22 ENDING OF AGREEMENT

The Parties agree that:

- (1) upon the issue of a Statement of Compliance for the subdivision of a Residential Lot, this Agreement will end with respect to the Residential Lot;
- (2) in respect of all other land this Agreement will end:
 - (a) once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with clause 5; or
 - (b) otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;
- (3) once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.



EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

SIGNED on behalf of MELTON CITY COUNCIL
by ROBERT BAGGIO, MANAGER PLANNING
SERVICES pursuant to an instrument of
delegation authorised by a Council resolution
dated 26 June 2017 in the presence of:

[Handwritten signature]
Witness

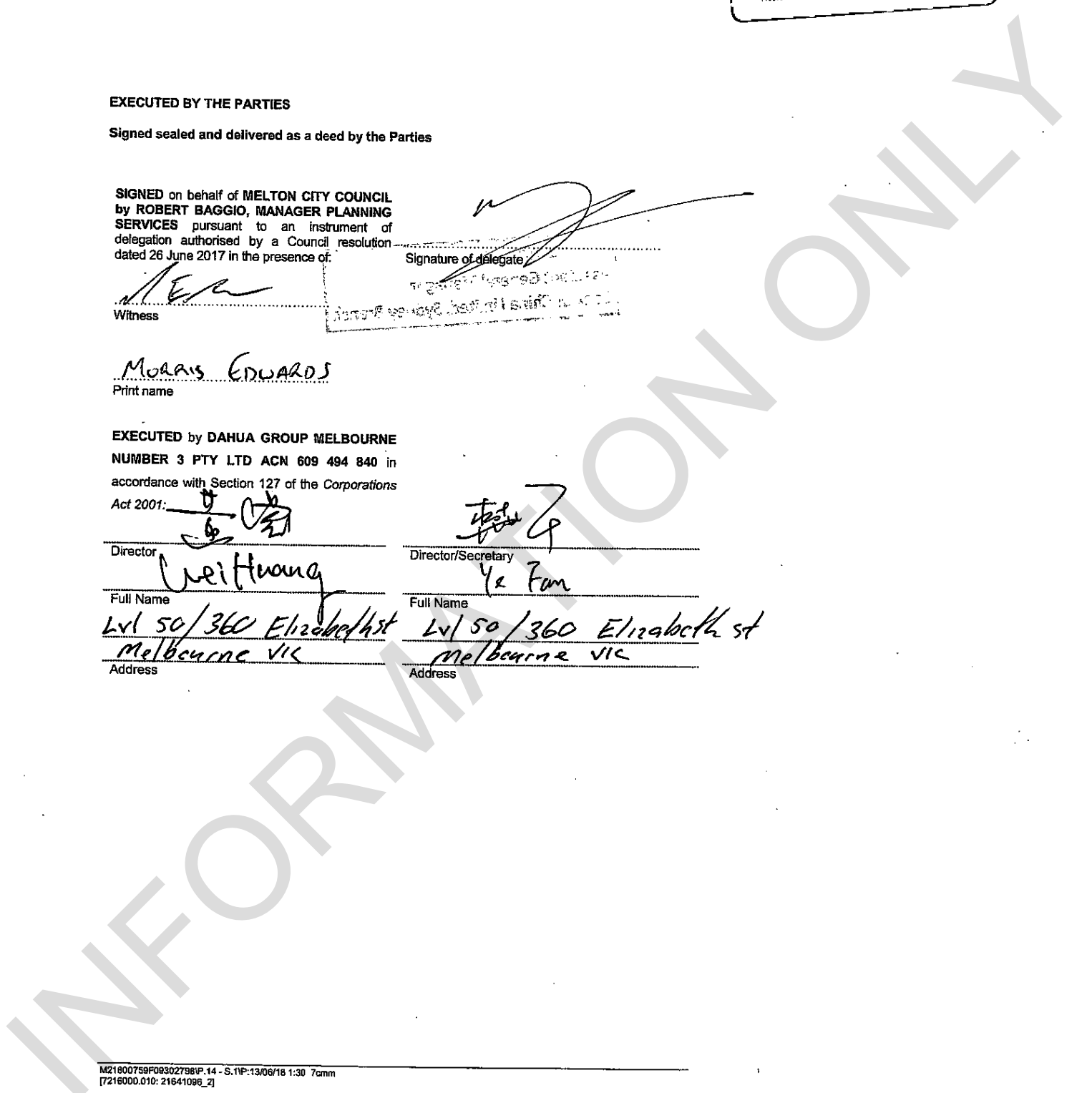
[Handwritten signature]
Signature of delegate

MORRIS EDWARDS
Print name

EXECUTED by DAHUA GROUP MELBOURNE
NUMBER 3 PTY LTD ACN 609 494 840 in
accordance with Section 127 of the Corporations
Act 2001:

[Handwritten signature]
Director
Wei Huang
Full Name
Lvl 50/360 Elizabeth st
Melbourne VIC
Address

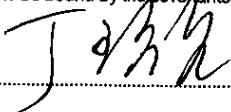
[Handwritten signature]
Director/Secretary
Ye Fan
Full Name
Lvl 50/360 Elizabeth st
Melbourne VIC
Address





Mortgagee's Consent

Bank Of China as Mortgagee under Instrument of mortgage No. AN517659X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.


.....

Xuan Ding
Assistant General Manager
Bank of China Limited, Sydney Branch

Executed for and on behalf of
Bank of China

INFORMATION ONLY



Schedule 1 – Land

ICP property ID of the Land	Address	Land description	Landowner
P28	235-311 Beattys Road, Fraser Rise, VIC 3336	Certificate of Title Volume 11941 Folio 065	Dahua Group Melbourne Number 3 Pty Ltd ACN 609 494 840

INFORMATION ONLY



Schedule 2 – Schedule of Contributions

Column A Land Project	Column B Infrastructure Project	Column C Infrastructure Project Description	Column D Credit to be provided to Owner for Infrastructure Project	Column E % of Infrastructure Project to be delivered	Column F (Milestone Event) Trigger for Infrastructure Project provision
###terimised Land Project ###	###terimised Infrastructure Project ###	###description of Infrastructure Project ###	###insert monetary amount of credit to be provided to Owner for this Infrastructure Project###	<i>If applicable: provide percentage breakdown of the project to be provided</i>	###insert trigger for Infrastructure Project###
TOTAL			###insert total amount of credit###		

Notes:

1. Construction costs and land valuations are expressed in _____ dollars.
2. Land values and construction costs are crystallised at Statement of Compliance.
3. Land valuations are updated in accordance with the Indexation.

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018
BUILDING PERMIT



ISSUED TO (AGENT OF OWNER)

Metricron Homes Pty Ltd - 501 Blackburn Road , Mount Waverley - 3149, VIC – Email: permitswest@metricron.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Metricron Homes Pty Ltd - 501 Blackburn Road , Mount Waverley - 3149, VIC – Telephone: 03 9915 5555

OWNERSHIP DETAILS

Carmen O'Connor & John Shane Michael O'Connor - 1/9 Border Drive, Keilor East - 3033, VIC
 Contact: Carmen O'Connor - Email: carmengallo@live.com.au - Telephone: 0406 238 226

PROPERTY DETAILS

Lot 430 (14) Roaming Drive, Fraser Rise - 3336

LP/PS PS820465F	VOLUME 12187	FOLIO 565	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	
MUNICIPAL DISTRICT Melton City Council			

BUILDER

Metricron Homes Pty Ltd, 501 Blackburn Road , Mount Waverley - 3149, VIC – Telephone: 03 9915 5555

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Metricron Homes Pty Ltd	Builder	CDB-U 52967
Louis Tantri	Engineer	EC 40296

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Metricron Homes Pty Ltd	Builder	CDB-U 52967
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DETAILS OF DOMESTIC BUILDING WORK INSURANCE

Insurance House Pty Ltd	INSURANCE POLICY NUMBER C533587
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NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED Two	STAGE OF BUILDING WORK PERMITTED Whole	COST OF BUILDING WORK \$383,190.00	FLOOR AREA OF NEW BUILDING WORK 319 m2
--------------------------	---	---------------------------------------	---

BUILDING CLASSIFICATION

PART OF BUILDING Ground & First Floor Ground Floor	BCA CLASSIFICATION 1a(a) 10a	DESCRIPTION Dwelling Garage
--	------------------------------------	-----------------------------------

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(d) Evidence of suitability, the 'hyJOIST' framing is supported by a report issued by an Accredited Testing Laboratory, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	An Alternative Solution was used to determine compliance with the Performance Requirement of the NCC BCA that relates to this project. The light weight cladding is supported by a CodeMark (CM40006) Certificate of Conformity that the product meets the performance requirements of the Building Regulations.
2. P2.2.2 – Weatherproofing	
3. P2.2.3 – Dampness	
4. P2.3.4 – Bushfire areas – (BAL 29)	

PRESCRIBED REPORTING AUTHORITIES

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

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. Melton City Council	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work
--------------------------	---	-----------------------------	---

OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

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

COMMENCEMENT AND COMPLETION

The building work must commence by . 21/08/2021
 If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.
 This building work must be completed by . 21/08/2022
 If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

CONDITIONS:

- This Permit is subject to the following conditions: -
1. This building permit shall be read in-conjunction with the endorsed drawings.
 2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
 3. The builder named in the building must ensure that
 - a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
 - (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
 - (ii) The building permit number and the date of issue of the permit; and
 - b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
 4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
 5. Prior to the Mandatory Frame Inspection Stage, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations to the Relevant Building Surveyor.
 6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
 7. This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a 2,000 litre RAIN WATER TANK (a roof catchment area of 50m²) connected to all sanitary flushing systems and a SOLAR WATER HEATER system with 60% solar gain.
 8. An assessment has been carried out for the proposed dwelling in accordance with AS 3959.2009, the Relevant Building Surveyor has determined that the category of bush fire attack level is BAL-12.5. Please refer to the Architectural plans for specific construction requirements for BAL-12.5.
 9. The builder is to ensure the light weight cladding system (Exsulite) is installed strictly in accordance with the Exsulite Thermal Façade System comprises a number of proprietary components that may only be installed by Dulux Trained & Registered Installers, in accordance with the Exsulite Façade System Installation & Specification Manual (Australia – 01 January 2018 Version 4) and Exsulite Façade System Construction Drawings (Australia – 01 January 2018 Version 3). Furthermore upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.
 10. The Relevant Building Surveyor certifies that substantial progress was made on the design of the building to which this permit relates, prior to 1st May 2020. The requirements of **Part 3.12.0.1 Heating and Cooling Loads, National Construction Code – BCA 2019 (Volume 2)** do not apply to the relevant building work pursuant to section 10(2) of the Building Act 1993. The requirements of Part 3.12.0.1 Heating and Cooling Loads, National Construction Code – BCA 2016 (Volume 2) will apply.
 11. Prior to the issue of the Occupancy Permit and the installation of the surface covering/s to all stair treads, ramps and landings; the builder shall provide the manufacturers test certificates (in accordance with AS 4586) to demonstrate that all surface coverings are compliant with TABLE 3.9.1.1 of the NCC 2016 – Volume 2, to the satisfaction of the relevant building surveyor.

RELEVANT BUILDING SURVEYOR

David Dennerley

REGISTRATION No.

BS-L 60053


BUSINESS

Checkpoint Building Surveyors
 Address: 226 Normanby Road Southbank VIC 3006
 Email: enquiries@check-point.com.au
 Phone: (03) 9673 0000

PERMIT No.

7468418328782

SIGNATURE



DATE

21/08/2020

NOTES:

1. Under Regulation 43 an owner of a building or 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.
2. 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.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT



PROPERTY DETAILS

Lot 430 (14) Roaming Drive, Fraser Rise - 3336

LP/PS PS820465F	VOLUME 12187	FOLIO 565	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	

MUNICIPAL DISTRICT

Melton City Council

BUILDING PERMIT DETAILS

Building Permit No.: 7468418328782

Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2016 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage

PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground & First Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(d) Evidence of suitability, the 'hyJOIST' framing is supported by a report issued by an Accredited Testing Laboratory, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	An Alternative Solution was used to determine compliance with the Performance Requirement of the NCC BCA that relates to this project. The light weight cladding is supported by a CodeMark (CM40006) Certificate of Conformity that the product meets the performance requirements of the Building Regulations.
2. P2.2.2 – Weatherproofing	
3. P2.2.3 – Dampness	
4. P2.3.4 – Bushfire areas – (BAL 29)	

PRESCRIBED REPORTING AUTHORITIES

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

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. Melton City Council	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:

- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
- A notice in accordance with AS 3660.1-2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2000.
- The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

18/01/2021

RELEVANT BUILDING SURVEYOR

David Dennerley

REGISTRATION No.

BS-L 60053

BUSINESS

Checkpoint Building Surveyors
 Address: 226 Normanby Road Southbank VIC 3006
 Email: enquiries@check-point.com.au
 Phone: (03) 9673 0000

OCCUPANCY PERMIT No.

7468418328782

SIGNATURE

DATE OF ISSUE

18/01/2021

NOTES:

- In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
- Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

226 normanby road, southbank victoria 3006
 t +61 3 9673 0000 f +61 3 9673 0099

Domestic Building Insurance

Certificate of Insurance

Carmen O'Connor, John Shane Michael O'Connor

**1/9 Border Drive
KEILOR EAST
VIC 3033**

Policy Number:

C533587

Policy Inception Date:

11/08/2020

Builder Account Number:

007458

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

Policy Schedule Details

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

At the property: **Lot 430 Roaming Drive FRASER RISE VIC 3336 Australia**

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

Builder ACN: **005108752**

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

For the building owner(s): **Carmen O'Connor, John Shane Michael O'Connor**

Pursuant to a domestic building contract dated: **29/06/2020**

For the contract price of: **\$ 383,190.00**

Type of Cover: **Cover is only provided if METRICON HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

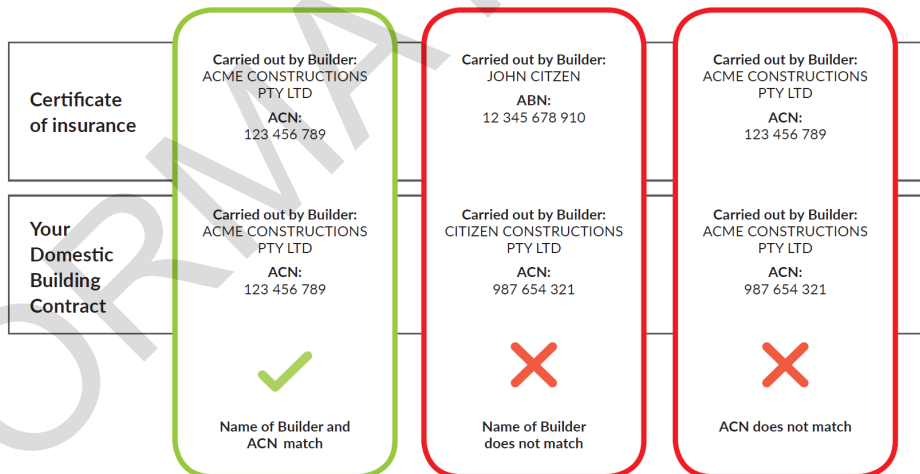
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$880.00
GST:	\$88.00
Stamp Duty:	\$96.80
Total:	\$1,064.80

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

Below are some example of what to look for





3 June 2025

Our reference: 451/2021/2529/1

J S & C O'Connor
14 Roaming Drive
FRASER RISE VIC 3336

Email: john@revco.com.au

SUBMISSION OF COMPLIANCE REPORT

This letter is to confirm that Melton City Council has received your Certificate of Compliance for your existing swimming pool / spa. Please find below the details for the next Certificate of Compliance to be lodged with Council.

Property Address:	14 Roaming Drive FRASER RISE 3336
Current Certificate date:	28/05/2025
Construction date:	18/12/2020
Applicable standard:	Post 30 Apr 2013=AS1926.1-2012
Next due date for Certificate of Compliance:	03/06/2029

For any further questions about this process, please check our website, contact Council's Building Unit on 03 9747 7200 or email us on swimmingpools@melton.vic.gov.au.

Regards,

**Building Unit
Melton City Council**

A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 962 073 888

03 9747 7200
 csa@melton.vic.gov.au
 melton.vic.gov.au
 [cityofmelton](https://www.facebook.com/cityofmelton)



NOTES:

APPEALING COUNCIL DETERMINATIONS:

- If you believe that the registration date for your swimming pool / spa is incorrect, you have the right to appeal to the Building Appeals Board under section 144(2) of the *Building Act 1993*. This appeal must be lodged within 30 days of the date of this letter. For more information on the appeals process, contact the Building Appeals Board on 1300 421 082 or visit their website <https://www.buildingappeals.vic.gov.au/>.

REMOVAL OF A SWIMMING POOL / SPA FROM THE REGISTER:

- If you want to remove your swimming pool / spa from the register, you must demonstrate that either the swimming pool or spa has been removed from the property or that it is no longer **capable** of holding more than 300mm of water. To comply with these requirements, an inspection will be required by an officer from the Building Department to verify that these requirements have been met. Please contact our office on 03 9747 7200 to make these arrangements.

A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 27 982 073 949

☎ 03 9747 7200
✉ csu@melton.vic.gov.au
🌐 melton.vic.gov.au
📱 [cityofmelton](https://www.cityofmelton.vic.gov.au)

Pool Inspection Melbourne

8/798 Elgar Road Doncaster VIC 3108
0423090211
info@poolinspectionmelbourne.au
www.poolinspectionmelbourne.au

Building Amendment (Swimming Pool and Spa) Regulations 2019

FORM 23

S.R. No. 116/2019

Regulations 147Y (4), 147ZB (2)

Building Act 1993

Building Regulations
2018

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to:

1. Name of owner of the land (the *property*) on which the swimming pool or spa is located: **J S & C O'Connor**
2. Postal address **14 Roaming Dr Fraser Rise VIC 3336**
3. Telephone number: **0406238226**
4. Email address: **carmengallo@live.com.au**

Property details:

Number **14** Street/road **Roaming Dr** suburb **Fraser Rise** Postcode **3336**

Lot/s	LP/PS	Volume	Folio
Crown allotment	Section	Parish	County

Municipal district: **Melton City Council**

Type of swimming pool or spa:

- | | |
|---------------------------|-------------------------------------|
| Permanent swimming pool | <input checked="" type="checkbox"/> |
| Permanent spa | <input type="checkbox"/> |
| Relocatable swimming pool | <input type="checkbox"/> |
| Relocatable spa | <input type="checkbox"/> |

5. Date of construction of the swimming pool or spa: **18/12/2020**
6. Applicable barrier standard: **AS 1926.1 – 2012**
7. The applicable barrier standard applies under:
 - Division 2 of Part 9A of the Building Regulations 2018
 - relevant deemed to satisfy provisions of the BCA
 - a performance solution in accordance with the BCA
8. Date of inspection of the swimming pool or spa barrier: **28/05/2025**

9. I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Certification of compliance

Following inspection of the swimming pool barrier on the date referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa inspector:

X



Date: **28/05/2025**

Inspector details

10. Name of registered building practitioner: **Mohammadreza Bahari**
 11. ACN: **660239672**
 12. Address: **8/798 Elgar Road Doncaster VIC 3108**
 13. Email: **info@poolinspectionmelbourne.au**
 14. Building practitioner registration no.: **IN-PS 100025**
 15. Municipal district /Council name: **Melton City Council**
- * Delete if inapplicable*

Building Inspection Report

Project Number: BLD20205941

TO:-

Owner
Carmen and John O'Connor
14 Roaming Drive
Fraser Rise 3336
Ph No 1: 0406 238 226
Ph No 2: 0406 238 226
Fax No:
carmengallo@live.com.au

Builder
Playtime Pools and Spas Pty Ltd
PO Box 227
Port Melbourne 3207
Ph No 1: 0411 402 015
Ph No 2: 0411 402 015
Fax No:
narellanpoolseast@gmail.com

Agent
Narellan Pools
PO Box 227
Port Melbourne 3207
Ph No 1: 0411 152 551
Ph No 2: 0411 152 551
Fax No:
narellanpoolseast@gmail.com, narellanpoolspermi
ts@gmail.com

**No: 14 (Lot 430) Roaming Drive Fraser Rise Vic 3336
Construction of a Swimming Pool and Safety Barrier**

**INSPECTION RECORDS:
Inspection of swimming pool
reinforcement**

Result: **Approved**
Comments:
Re-Inspection required: **No**

Inspection Date: **02/03/2021**

Inspection Time: **6:19pm**

Date Approved: **02/03/2021**

Inspection carried out by: **Jeanette Gage**

Domestic Building Insurance

Certificate of Insurance

John & Carmen O'Connor

**14 Roaming Dr
FRASER RISE
VIC 3336**

Policy Number:

C566727

Policy Inception Date:

14/12/2020

Builder Account Number:

155748

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

Policy Schedule Details

Domestic Building Work: **C05: Swimming Pools**

At the property: **14 Roaming Dr FRASER RISE VIC 3336 Australia**

Carried out by the builder: **PLAYTIME POOLS AND SPAS PTY LTD**

Builder ACN: **628760967**

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

For the building owner(s): **John & Carmen O'Connor**

Pursuant to a domestic building contract dated: **08/02/2020**

For the contract price of: **\$ 43,500.00**

Type of Cover: **Cover is only provided if PLAYTIME POOLS AND SPAS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

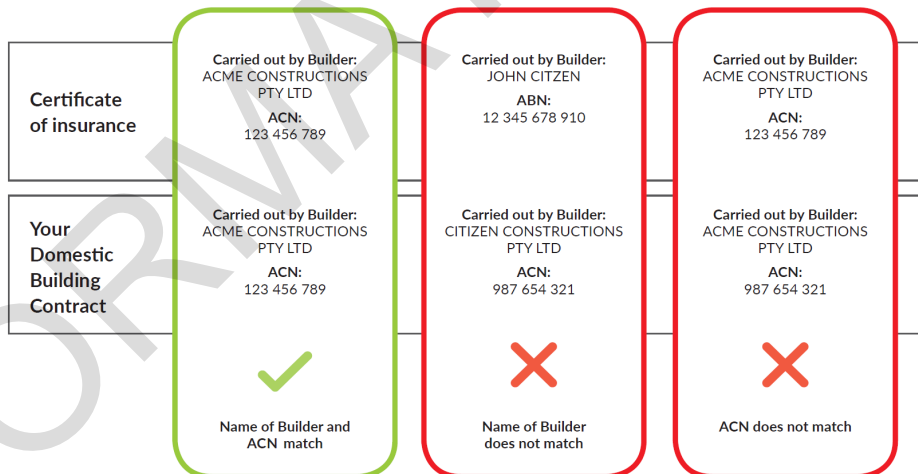
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$820.00
GST:	\$82.00
Stamp Duty:	\$90.20
Total:	\$992.20

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

Below are some example of what to look for



Property Clearance Certificate

Land Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 88153263:129508401

Certificate No: 91752325

Issue Date: 12 JUN 2025

Enquiries: ESYSPROD

Land Address: 14 ROAMING DRIVE FRASER RISE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47043986	430	820465	12187	565	\$0.00

Vendor: CARMEN O'CONNOR & JOHN O'CONNOR

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS CARMEN O'CONNOR	2025	\$385,000	\$0.00	\$0.00

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$880,000

SITE VALUE (SV): \$385,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$0.00**

Notes to Certificate - Land Tax

Certificate No: 91752325

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,605.00

Taxable Value = \$385,000

Calculated as \$1,350 plus (\$385,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,800.00

Taxable Value = \$880,000

Calculated as \$880,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91752325

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91752325

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference: 88153263:129508401

Certificate No: 91752325

Issue Date: 12 JUN 2025

Enquires: ESYSPROD

Land Address: 14 ROAMING DRIVE FRASER RISE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47043986	430	820465	12187	565	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$880,000

SITE VALUE: \$385,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91752325

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 88153263:129508401

Certificate No: 91752325

Issue Date: 12 JUN 2025

Land Address: 14 ROAMING DRIVE FRASER RISE VIC 3336

Lot	Plan	Volume	Folio
430	820465	12187	565

Vendor: CARMEN O'CONNOR & JOHN O'CONNOR

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 91752325

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 91752329

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91752329

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

From www.planning.vic.gov.au at 12 June 2025 02:13 PM

PROPERTY DETAILS

Address: **14 ROAMING DRIVE FRASER RISE 3336**
 Lot and Plan Number: **Lot 430 PS820465**
 Standard Parcel Identifier (SPI): **430\PS820465**
 Local Government Area (Council): **MELTON**
 Council Property Number: **797357**
 Planning Scheme: **Melton**
 Directory Reference: **Melway 356 B2**

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: **JEMENA**

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Note

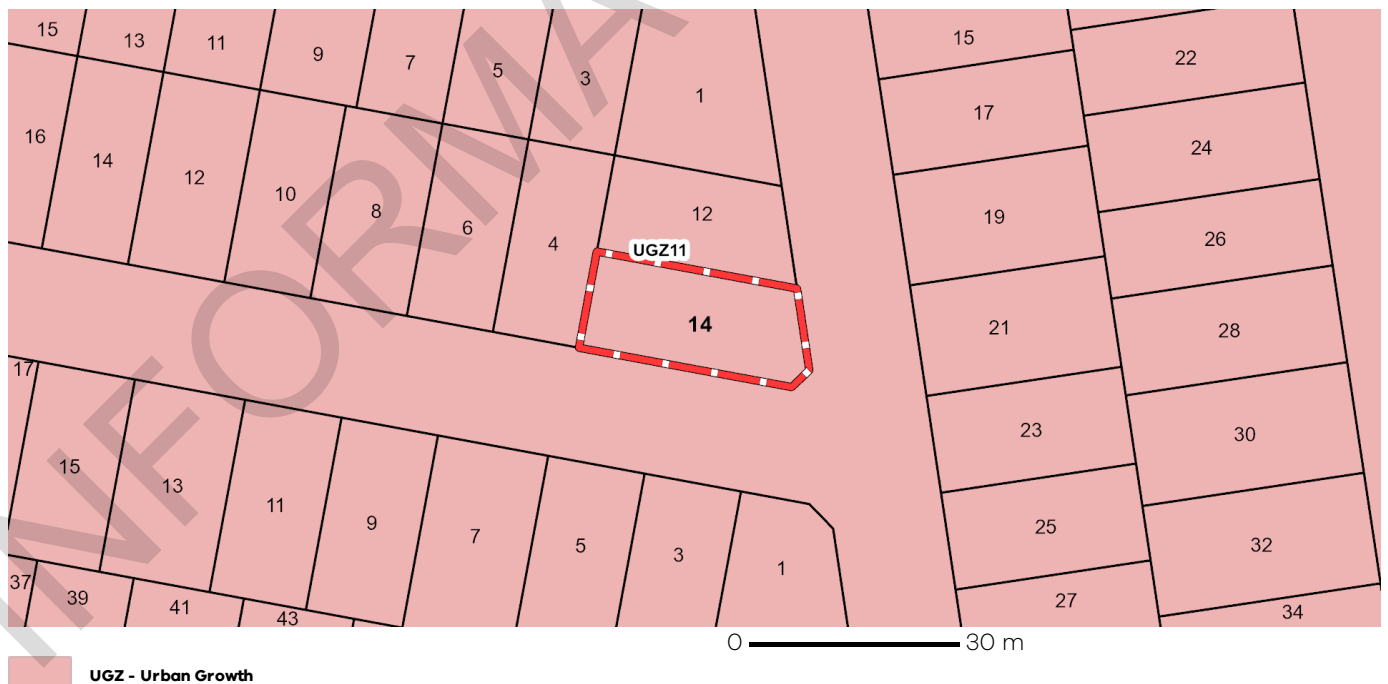
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

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



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

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

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

Planning Overlay

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)

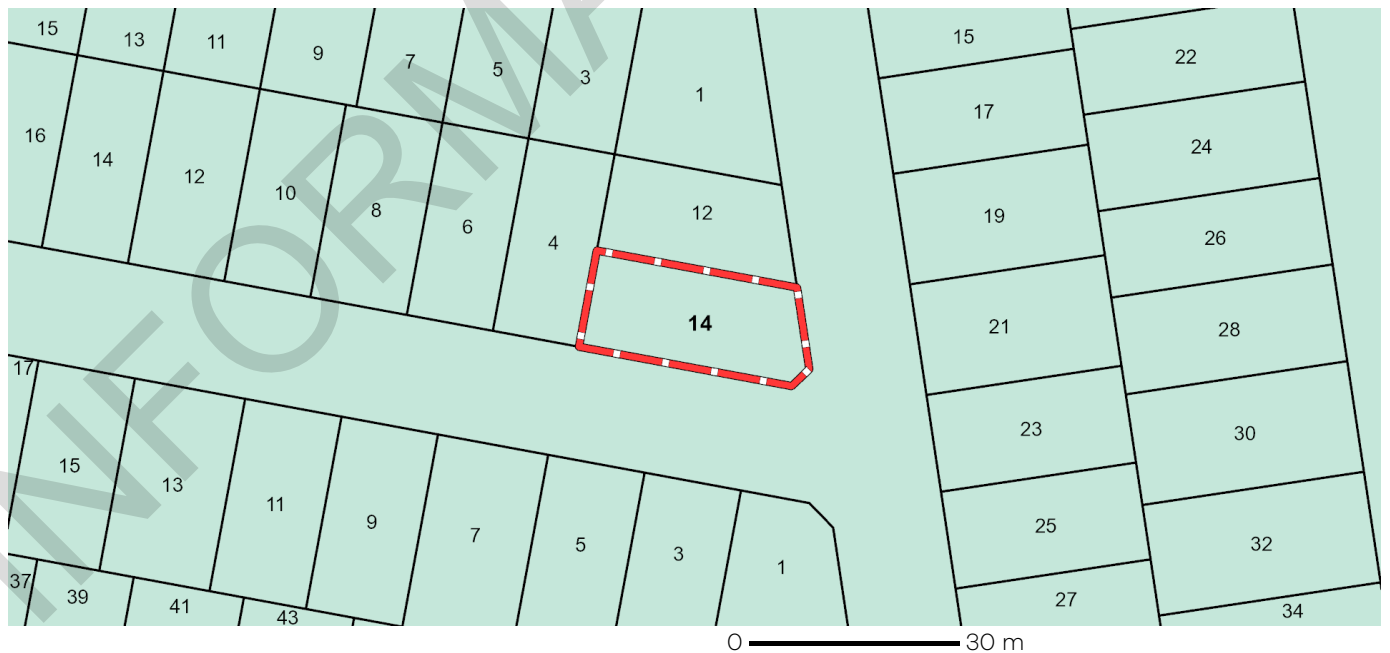


 **ICO - Infrastructure Contributions Overlay**

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

Growth Area Infrastructure Contribution

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



 **Land added to the UGB since 2005**

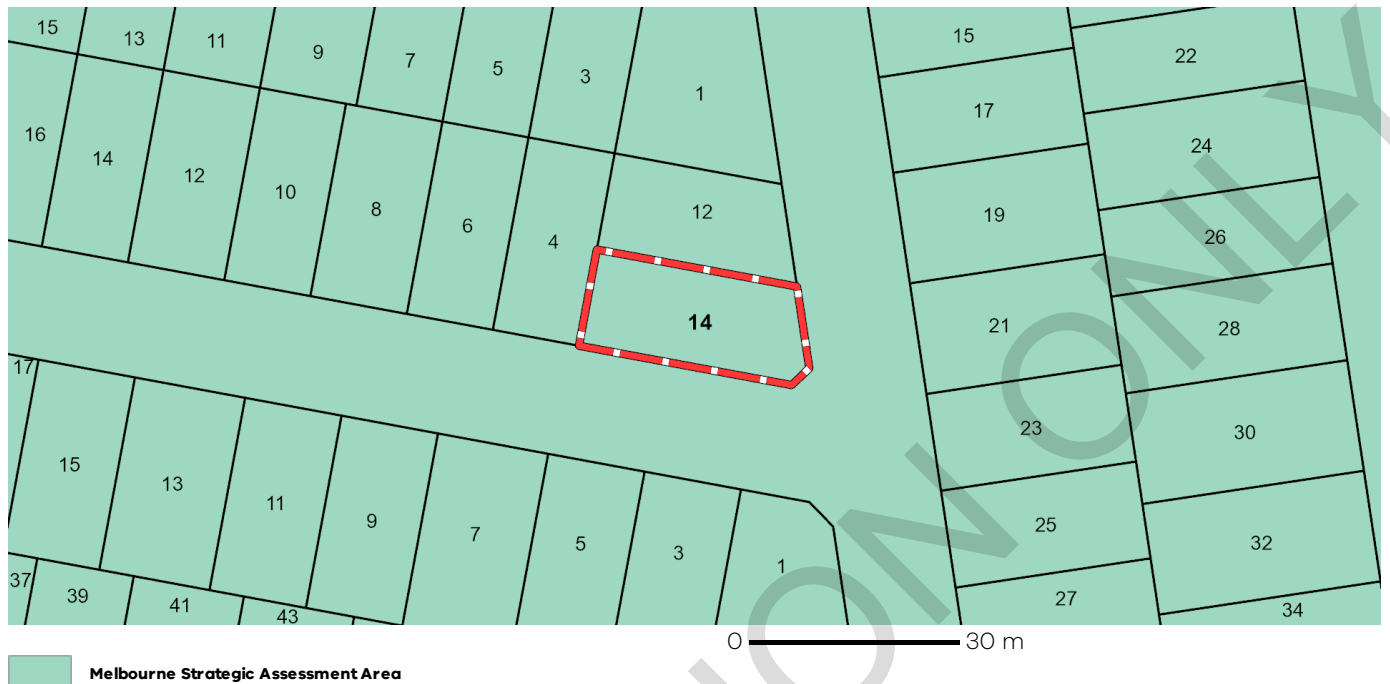
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvm.delwp.vic.gov.au/BCS>



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

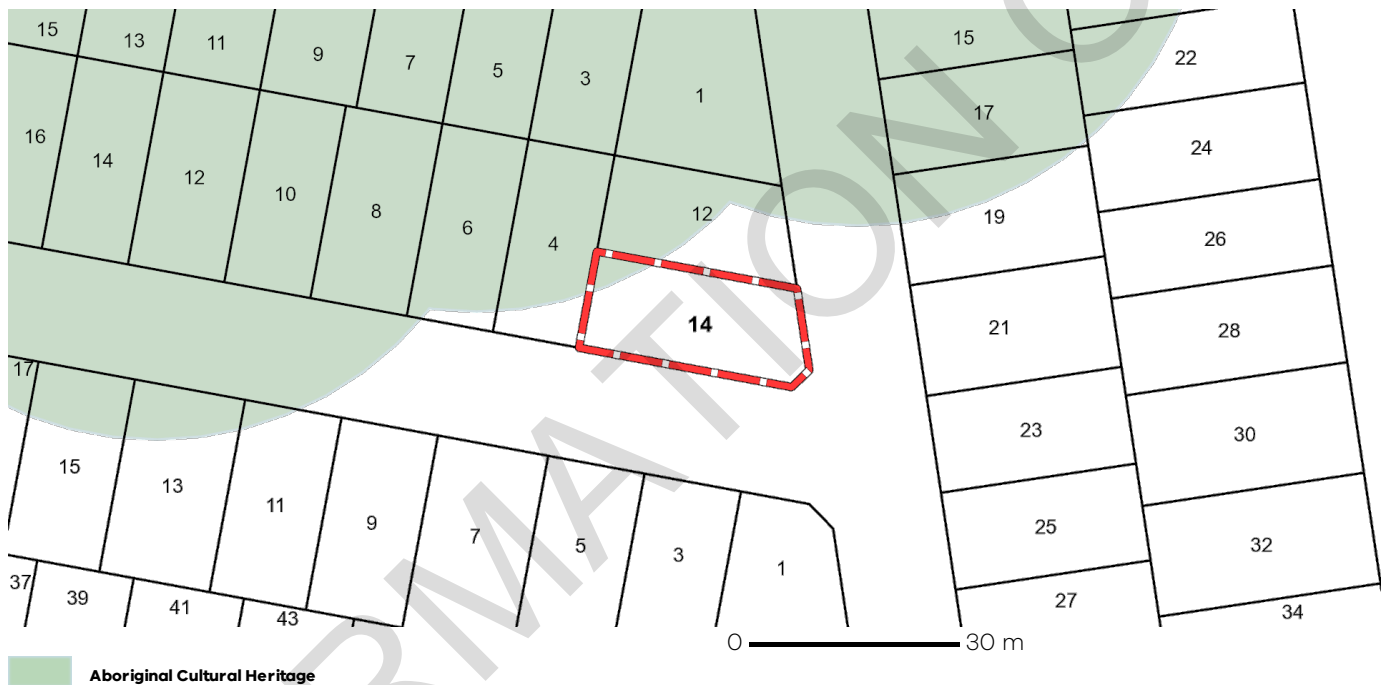
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on .

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

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

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

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

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

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

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

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

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

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

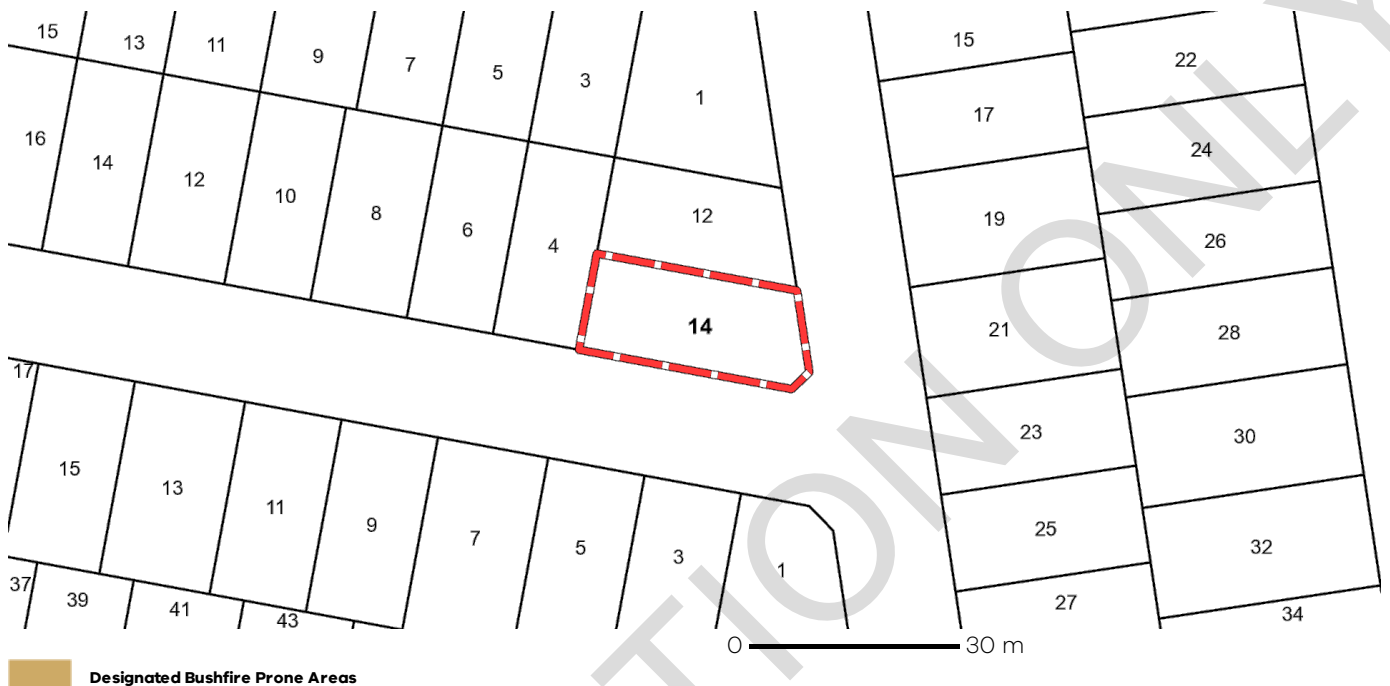
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

4th Instalment Notice Rates & Charges

For the period 1 July 2024 to 30 June 2025

2024/2025

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: 28/04/2025



J S & C O'Connor
14 Roaming Drive
FRASER RISE VIC 3336



024
1025537
DLX3_13841

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

Arrears Amount

Pay this amount
\$653.88

Assessment Number
797357

Due

Not later than
31/05/2025

Property Location 14 Roaming Drive FRASER RISE VIC 3336	Ward JACKWOOD
Description LOT 430 PS 820465F V/F 12187/565	

Capital Improved Value \$880,000	Site Value \$385,000	Net Annual Value \$44,000	PRESCRIBED DATE OF VALUATION: 01/01/2024
			EFFECTIVE DATE OF VALUATION: 01/07/2024

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.

Fourth Instalment Amount

\$653.88

1st Instalment	30/09/2024
2nd Instalment	30/11/2024
3rd Instalment	28/02/2025
4th Instalment	31/05/2025
	\$653.88
Total Balance	\$653.88

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.
001007973579



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*330000007973579

ASSESSMENT NUMBER 797357

RATE PAYER J S & C O'Connor

PROPERTY LOCATION 14 Roaming Drive FRASER RISE VIC 3336



Scan here to pay

Amount Payable
\$653.88

FlexiPay VISA Bank Account GPay Apple Pay

GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

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

9097EC9F7Z





Get your bill delivered straight to your inbox

Go to gww.com.au to switch to e-bills.



683378-001 004115(16609) D024
MR J S M & MRS C O'CONNOR
14 ROAMING DRIVE
FRASER RISE VIC 3336

Account number

59626 50000

Tax Invoice 596625037198

Date of issue 24 Mar 2025

Service address

14 Roaming Drive, Fraser Rise
VIC, 3336

Amount to pay

\$639.06

Previous bill	\$318.26
Payments received	-\$318.26
Balance	\$0.00
Current charges	\$639.06
Total charges	\$639.06

Pay by

22 Apr 2025

Having trouble paying your bill?

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

Please see page 2 for detailed information

Drinking Water

Average daily use

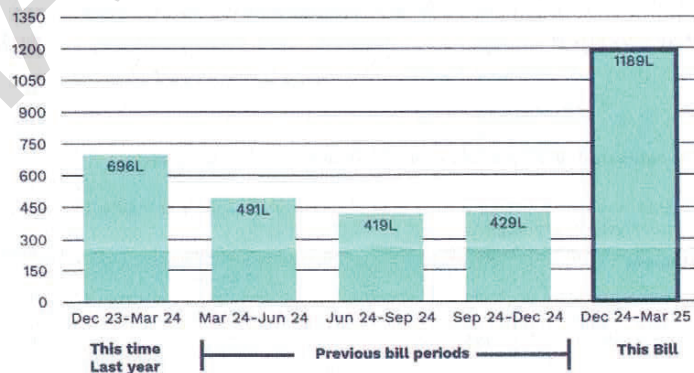
1189L

Average daily spend

\$4.58

Average total water usage (litres per day)

Your household water usage



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

Bill code: **8789**
Ref: **59626500009**
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: **0596 2650 0002**

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: **59626 50000**



Usage and charges

Outstanding balance		\$0.00
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Your water usage ¹

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate \$/kL	Amount
MAZD005470	101	675 (E)	795	120		
Meter Read date: 24/03/2025						
Water consumed						
Usage Step 1 (14/12/2024 to 24/03/2025)				44.440	\$3.529	\$156.82
Usage Step 2 (14/12/2024 to 24/03/2025)				75.560	\$4.0437	\$305.54
Total water consumed				120.0000		\$462.36
Total usage						\$462.36

Your network charges ²

	Charge period	Amount
Water	01/01/2025 - 31/03/2025	\$54.32
Sewer	01/01/2025 - 31/03/2025	\$70.78
Total network charges		\$125.10

Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
Waterways & Drainage ³ For Melbourne Water	01/01/2025 - 31/03/2025	\$4,440.00	\$30.10	\$30.10
Parks ⁴ For the Dept. of Energy, Environment and Climate Action	01/01/2025 - 31/03/2025	\$4,440.00	\$21.50	\$21.50
Total other charges and adjustments				\$51.60

Your total charges

\$639.06

(E) This is an estimated reading because we could not access your meter

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at gww.com.au/quarterlyparkscharge

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.

We're here to help

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

Your charges explained

1. 1 Kilolitre (kL) = 1000 Litre (L)

Water usage is calculated in steps.
Step 1: 0 to 440 litres per day
Step 2: Over 440 litres per day

2. Water and sewerage network charges help us maintain and upgrade thousands of kilometres of water and sewer pipes

3. The waterways and drainage charge helps Melbourne Water keep our waterways healthy and protected

4. 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

Enquires 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





Foreign Resident Capital Gains Withholding Clearance certificate application for Australian residents

Date submitted 11/06/2025
ATO receipt ID 2411073876908

Application type

Are you submitting this application as a vendor of the asset or their representative? Vendor
Contract date (or possible contract date) 30/06/2025
Expected settlement date of the asset 01/09/2025

Vendor details

Tax file number (TFN) 179452394
Entity type Individual
Title Mrs
First name Carmen
Last name OConnor
Date of birth 06/11/1971
Contact email address (preferred) carmengallo@live.com.au
Address 14 Roaming Drive
FRASER RISE VIC 3336
AUSTRALIA
Has your residency status changed since your last tax return or will it change before you sell the property? No
Have you lodged a tax return for the last two years? Yes
Are you holding the property on behalf of a foreign resident or on behalf of other entities that include a foreign resident? No

Application details

Confirmation



Your foreign resident withholding clearance certificate application has been submitted.

You will need your reference number if you need to contact the ATO regarding this application.

What happens next

The ATO will process your application and notify you of the outcome. If required the ATO will contact you to resolve or clarify the information submitted by you on this form, or require further information to ensure the application can be processed.

If we issue a clearance certificate, you will need to provide a copy of this to the purchaser of the property prior to settlement.

INFORMATION ONLY



MR JOHN S O'CONNOR
14 ROAMING DRIVE
FRASER RISE VIC 3336

Our reference: 7159713652292

Phone: **13 28 66**

11 June 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JOHN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411073878326
Vendor name	JOHN SHANE O'CONNOR
Clearance Certificate Period	11 June 2025 to 11 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR'S STATEMENT

Property:

14 Roaming Drive FRASER RISE VIC 3336

Sargeants Conveyancing

PO Box 3442
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201

Email: admin@sargeantscs.com.au

Ref: 25/6508