

# MMMC CONVEYANCING



## Contract of Sale of Land

Property:

**24 Stricta Circuit, Fraser Rise VIC 3336**

**MMMC Conveyancing**  
11 Evergreen Court  
TAYLORS HILL VIC 3037  
Tel: (03) 9307 6001  
info@mmmconveyancing.com.au  
Ref: MC:5031

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

### **EXCEPTIONS:** the 3-day cooling-off period does not apply if:

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

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

### **Off-the-plan sales** (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

WARNING TO ESTATE AGENTS  
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

# Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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 ...../...../2026

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2026

**Print names(s) of person(s) signing:** **David Joseph DeLeo and Loran Lee DeLeo** .....

State nature of authority, if applicable: .....

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

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INFORMATION ONLY

# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Thomastown  
Address: 1/337 Settlement Road, Thomastown VIC 3074  
Email: sold@rataandco.com.au  
Tel: 9361 1883 Mob: Fax: Ref: Nathan Hunt

## Vendor

Name: David Joseph DeLeo and Loran Lee DeLeo  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: MMMC Conveyancing  
Address: 11 Evergreen Court, Taylors Hill VIC 3037  
Email: margarida@mmmconveyancing.com.au  
Tel: (03) 9307 6001 Mob: Ref: 5031 Ref: Margarida Costa

## Purchaser's estate agent

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12351 Folio 466	1133	PS 825782Q

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 24 Stricta Circuit, Fraser Rise VIC 3336

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*

**All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.**

**Payment**

Price \$ .....

Deposit \$ 10% on signing (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** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

is due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

## Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_ 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

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

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

## Special Conditions

### GC 23 - special condition

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 1OG of the Sale of Land Act 1962 applies.

### GC 28 - special condition

General condition 28 does not apply to any amounts to which section 1OG or 1OH of the Sale of Land Act 1962 applies.

## 1. Special Condition - Easements, Planning Restrictions and Buildings

- 1.1. The purchaser acknowledges that the property is purchased:
  - (a) subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;
  - (b) subject to any restriction on use or development under any planning schemes affecting the property; and
  - (c) with all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale.
- 1.2. The vendor gives no warranty that the improvements on the land comply with current building legislation.
- 1.3. Any breach or non-compliance with any matter referred to in this special condition, or disclosed in the Vendor's Statement does not constitute a defect in title and the purchaser cannot make any requisition objection or claim for compensation in respect to any breach or non-compliance with any matter referred to in this special condition and the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.

## 2. Special Condition - Whole Agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

3. **Special condition – Default**

- 3.1 If the purchaser default in payment of the whole or part of the purchase money the purchaser must pay upon demand:
- (a) all reasonable expenses incurred by the vendor as a result of the breach;
  - (b) For the purposes of clarifying what is deemed to be a 'reasonable cost' in General Condition 27.2(b)(ii) in respect to each default by the Purchaser:  
the purchaser agrees that the reasonable costs of each and every default is \$990.00.  
The exercise of the vendor's right hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract of sale or otherwise.
- 3.2 The purchaser agrees to not seek a variation of the contract of sale or variation or extension of any due date under the contract of sale. In the event of the purchaser's breach of this special condition and for the purposes of section 42(3)(a) of the Property Law Act 1958 the purchaser agrees to pay the vendor's costs and expenses including but not limited to:
- (a) rescheduling settlement at \$220.00 for each change to the settlement time;
  - (b) requests to change the settlement date at \$330.00 for each change and if requested by the vendor then the purchaser must enter into a deed of variation to record the change.
- 3.3 The parties acknowledge that in the event that the purchaser fails to complete the purchase of the property on the due date under the contract the vendor will suffer loss and damages. The purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under the contract pay to the vendor the following sums:
- (a) the cost of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
  - (b) interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
  - (c) accommodation expenses necessarily incurred by the vendor;
  - (d) storage cost of the vendor's furniture and other possessions;
  - (e) legal costs and expenses as between solicitor and client;
  - (f) penalties payable by the vendor through any delay in completion of the vendor's purchase of another property;

4. **Special condition – Compensation for additional land tax and CIPT due to purchaser's default**

- 4.1 The purchaser acknowledges and agrees that if as a result of the purchaser's breach, settlement of this contract takes place on a date that is after 31 December in the year that settlement of this contract is due to take place (Settlement Year), then
- (a) The purchaser's breach will in addition to other losses, result in loss to the vendor in the amount of the vendor's land tax assessment and commercial and industrial property tax (CIPT) assessment (if CIPT is payable) for the year following the Settlement Year as a result of the property continuing to be included in the vendor's total landholdings in Victoria; and
  - (b) The additional tax which the vendor will incur in accordance with this special condition is a reasonably foreseeable loss incurred by the vendor as a result of the purchaser's breach in respect of which the vendor is entitled to compensation from the purchaser.
- 4.2 The purchaser further acknowledges that if this special condition applies due to the purchaser's default, then on settlement date the purchaser must in addition to the balance payable to the vendor under this contract pay to the vendor on account of compensation payable to the vendor for that loss an amount equal to 2.65% of the price of the property (Amount Paid).
- 4.3 The parties agree that if the additional tax as assessed by the commissioner of State Revenue Office is:
- (a) less than the Amount Paid, the vendor will refund the difference to the purchaser; or
  - (b) more than the Amount Paid, the purchaser must pay the difference to the vendor within 7 days of being served with a written demand for such payment.
- 4.4 Payment of the purchase price must not be delayed and no money must be withheld by the purchaser from the vendor out of the purchase price on account of any land tax or CIPT which may be or may subsequently become charged on the property.
- 4.5 The purchaser acknowledges that the vendor is not required to pay any land tax or CIPT assessed on the property before it is due as specified in the assessment notice.

5. **Notice to the Purchaser**– Residential premises or potential residential land - GST Withholding in accordance with Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth)

**Please mark one box only:**

The Purchaser is **not required** to withhold GST at settlement as the Property is an existing residential premises or commercial premises.

The Purchaser **is required** to withhold GST at settlement as the property is:

- (i) A new residential premises; or
- (ii) A potential residential land included on a property subdivision plan.

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

- (a) Seller's notice
  - (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the seller hereby gives notice under s 14-255 that the buyer is not required to make a GST withholding payment under s 14-250 for the reason for the reason indicated in the table; otherwise
  - (ii) The seller shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (b) Amount to be withheld by the buyer
  - (i) Where the margin scheme applied 7% of the purchase price; otherwise
  - (ii) 1/11<sup>th</sup> of the consideration inclusive of GST (which may include non-cash consideration)
- (c) Buyer to notify Australian Taxation Office  
The buyer must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (d) Buyer to remit withheld amount
  - (i) If settlement is conducted through an electronic conveyancing platform, the buyer must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
  - (ii) The buyer must give the seller on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The seller must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (e) Seller to indemnify buyer  
In the event that the buyer is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the seller indemnifies the buyer for such additional amount.

6. **Swimming Pool/Spa**

Should the property include a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018. The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract should the swimming pool/spa not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any noncompliance.

7. **Solar Panels (if Applicable)**

If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:

- (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
- (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels;
- (c) the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.

**8. Nomination**

The Purchaser may no later than 10 days before the due date for settlement, nominate a substitute or subsequent purchaser, however the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract. The Purchaser must pay to the Vendor's representatives' costs for administration in the sum of \$330.00 by way of adjustment at settlement.

**9. Early Possession and Licence Agreement**

In the event, that the Vendor allows the Purchaser to take early possession of the subject property, prior to settlement, a Licence Agreement will be required. The Purchaser shall execute a Licence Agreement as prepared by the Vendor's representative and agrees to pay the cost associated with the preparation of the same. Such cost to be adjusted/payable at settlement.

**10. Addition and/or Removal of Special Conditions by the Purchaser**

- a. No special conditions, hand-written or otherwise, will be taken to form part of the Contract of Sale unless the Vendor has provided fully informed consent to the addition and/or removal of any special conditions in the Contract of Sale.
- b. For the avoidance of doubt, fully informed consent by the Vendor will only arise after the Vendor's representative has provided advice and the Vendor makes a decision to add and/or remove special conditions from the Contract of Sale based on that advice.
- c. If the Purchaser wishes to add and/or remove any special conditions in the Contract of Sale, the selling agent together with the Purchaser's representative must first inform the Vendor's representative of the changes requested. The Vendor's representative must then advise the Vendor accordingly and the Vendor will make their decision to add and/or remove special conditions based on that advice.
- d. If the above procedure is not strictly followed, then any special conditions added and/or removed in the Contract of Sale will not be legally binding on the Vendor.

**11. Services**

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

- a. The nature, location availability or non-availability of any such installations, services and utilities;
- b. If any such service is a joint service with any other land or building;
- c. If any such service for any other property or building or any parts or connections therefore pass through the property;
- d. If any sewer or water main or connection passes through in or over the property;
- e. If there is a man hole or vent on the property; or
- f. If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

The Purchaser also acknowledges that it is his or her responsibility to check with the appropriate authorities as to the availability and the cost of connecting or re-connecting to the property any service he or she may require. Unless the Purchaser contacts the supply authorities and takes over any existing service, a final reading will be obtained (if relevant) and some services may be disconnected at settlement date. The Purchaser acknowledges that it will be his or her responsibility to pay all costs of and incidental to connection or re-connection to the land of all the services he or she may require.

**12. Adjustments**

General condition 15.3 is amended by adding:

*15.3 The Purchaser must **email** the Statement of Adjustments at least 3 clear business days prior to settlement and provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendor.*

*The Vendor is not required to effect settlement until 3 business days after the Statement of Adjustments is emailed to the Vendor's Legal representative. The Purchaser will be liable for penalty interest from the original date of settlement. Should the Adjustments not be provided to the Vendors representative pursuant to this condition*

**13. Force Majeure**

13.1 In this Special Condition:

- (a) "PEXA" means the electronic conveyancing system operated by Property Exchange Australia Ltd its successors or assigns and/or any other electronic conveyancing system agreed by the parties for use in this transaction.
- 13.2 The parties agree that neither party is to be liable to the other for any delay in the performance of their respective obligations under this Contract in the event that settlement is unable to proceed on the settlement date as required in this Contract, if such delay is solely due to the PEXA system not being operational and thus incapable of conducting and completing an electronic settlement.
- 13.3 The parties acknowledge that time is of the essence under this contract and as such each party undertakes to settle the matter as soon as practicable after the PEXA system resumes operation.
- 13.4 Any complete inability by either party to settle electronically due to the continued non-operation of the PEXA system will not constitute an ending of this Contract unless it is also impossible to complete a paper based transaction in lieu thereof.

#### 14. Completion of Electronic Documents (Electronic Settlement)

- 14.1 In this Special Condition:
- (a) "PEXA" has the same meaning as in Special Condition 13; and
- (b) "PEXA Workspace" means the transactional workspace created in respect to a particular transaction in PEXA.
- 14.2 Within 3 clear business days of the Day of Sale the Vendor will send an invitation to the Purchaser's legal representative to join the PEXA workspace.
- 14.3 The Purchaser must ensure that no later than 3 business days prior to settlement:
- (a) the transfer, Notice of Acquisition and Lodgement Instructions are completed and ready for Vendor approval and signing in the PEXA Workspace by the Vendor's legal representative; and
- (b) the Digital Duties Form has been signed by the Purchaser or the Purchaser's legal representative as the case may be.
- 14.4 The Purchaser must ensure that no later than 24 hours prior to settlement all destination line items are entered in the PEXA Workspace Financial Settlement Summary pursuant to the payment direction provided by the Vendor's legal representative.

#### 15. Delivery of Documents (Paper Settlement)

- 15.1 Subject to Special Condition 18, the Transfer of Land shall be delivered to the Vendor's representative no later than 3 days before settlement.
- 15.2 Should the Purchaser fail to deliver the Transfer of Land within the time prescribed under Special Condition 15.1, then the Vendor may, without prejudice to the Vendor's other rights:
- (a) Complete this Contract at any time between the date for payment of the residue and the date which is 3 days after the Purchaser delivers the Transfer of Land; and
- (b) The Purchaser must pay penalty interest pursuant to Special Condition 3 until such time as settlement occurs.

#### 16. Where Sale Subject to Lease

- 16.1 This Special Condition only applies if the Property is sold subject to lease as referred to in the Particulars of Sale.
- 16.2 The Purchaser confirms that the Purchaser has perused all documents evidencing the Lease and fully understands the terms and conditions of each of them.
- 16.3 As from the settlement date the Purchaser must observe, perform and be bound by all the obligations of the Vendor as lessor to be observed and performed under the Lease. The Purchaser indemnifies the Vendor against any breach, non-observance or non-performance of those obligations by the Purchaser after the settlement date.
- 16.4 The Purchaser acknowledges that if the Lease is subject to negotiation, completion, variation and assignment and to reviews of rental between the day of sale and the settlement date then the Purchaser agrees that the Vendor may carry out such negotiation, completion, variation and assignment and grant new leases before the settlement date.
- Accordingly the reference to the Lease in General Condition 1.1 is taken to be a reference to the Lease as may be granted, varied, assigned or added to before the settlement date.
- 16.5 The parties agree that there will be no apportionment and adjustment of the rates, taxes and other outgoings payable by the tenants under the leases and the Purchaser must not call on the Vendor to pay any of those rates, taxes or other outgoings that are unpaid on the settlement date. Where the tenants are obliged to pay land tax on a single holding basis, the balance of any land tax payable by the Vendor due to the obligation to pay such land tax for a Trust shall be adjusted as between the Vendor and Purchaser at settlement.
- 16.6 The Vendor and the Purchaser agree that despite the provisions of sub-section 141(1) of the *Property Law Act 1958* the Vendor retains all existing rights under the Lease in respect of recovery by the Vendor of any rent, land tax or other outgoing which has not been paid by any tenants named in the lease ("the arrears") which relates to a period before the settlement date. To the extent that the retention of rights may be ineffective for any reason, the Purchaser must at the request, direction and expense of the Vendor exercise the Purchaser's rights under sub-section 141(2) of the *Property Law Act* in respect of the recovery of money owing to the Vendor for the benefit of the Vendor. The Purchaser must pay to the Vendor immediately on receipt all money which is paid to or recovered by the Purchaser at any time on account of the arrears.
- 16.7 At the election of the Vendor, the Vendor may demand payment by the Purchaser at settlement of any arrears and thereafter, the right to receipt and/or recovery of those arrears passes to the Purchaser.

**17.  Electronic conveyancing**

- 17.1 Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this Special Condition 9 applies even if the box next to it is not checked. This Special Condition 9 has priority over any other provision to the extent of any inconsistency.
- 17.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 9 ceases to apply from when such a notice is given.
- 17.3 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.
- 17.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 17.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 17.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 17.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 17.8 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.
- 17.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the Purchaser or the Purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 17.10 The Vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with General Condition 6.

**18. Special Condition - Deposit**

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

**19. Special Condition - Auction**

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

**20. Settlement Date (Christmas and New Year Holiday Period)**

If settlement has not taken place on or before 23 December 2026 in which settlement is agreed to occur, then both parties agree that settlement will be set on 12 January of the following calendar year. It is agreed that neither party may issue a Default and/or Rescission Notice on the other party between the period of 23 December 2026 in which settlement is set and 12 January 2027 of the following calendar year, or make any objection, requisition, or claim for compensation, arising from or in connection with the failure to complete settlement under this special condition.

## Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: Purchaser/s  
From: David Joseph DeLeo and Loran Lee DeLeo,

Property Address: 24 Stricta Circuit, Fraser Rise VIC 3336  
Lot: 1133 Plan of subdivision: 825782Q

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 13 March 2026

Signed for and on behalf of the Vendor: *MMM CONVEYANCING*

INFORMATION ONLY

## General Conditions

INFORMATION ONLY

# 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 no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, 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 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 the holder of an unencumbered estate in free 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.
- 13.8 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;

- (a) 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 lodgement network operator of settlement.

## 19 GST

- 19.2 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).
- 19.3 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.
- 19.4 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (b) 'GST' includes penalties and interest.

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

# SCHEDULE 1

Regulations 5, 6 and 7

## **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**GUARANTEE and INDEMNITY**

I/We, ..... of  
.....

and..... of  
.....

being the **Sole Director / Directors** of ..... of  
..... (called the "Guarantors")

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

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

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

this ..... day of ..... 2026

SIGNED by the said )

Print Name: )

.....  
Director (Sign)

in the presence of: )

Witness: ..... )

# Vendor Statement

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

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

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

**Land:** 24 STRICTA CIRCUIT FRASER RISE Vic 3336

## Vendors

Vendor

Name	Signature	Date
David Joseph DeLeo		

Vendor

Name	Signature	Date
Loran Lee DeLeo		

## Purchasers

Purchaser

Name	Signature	Date

Purchaser

Name	Signature	Date

## Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

## 1. FINANCIAL MATTERS

### 1.1 Rates, Taxes, Charges or Other Similar Outgoings

Details of any outgoing and any interest on them

- Attached

### 1.2 Particulars of any Charge (whether registered or not)

Imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

- Not Applicable.

### 1.3 Terms Of Contract

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

- Not Applicable

### 1.4 Sale Subject to Mortgage

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

- Not Applicable.

### 1.5 Land subject to Tax Reform Scheme

Is the land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024?

- Not Applicable.

## 2. INSURANCE

### 2.1 Damage and Destruction

This section only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits. When it applies, provide details for any policy of insurance in respect of any damage to or destruction of the land.

- Not Applicable

### 2.2 Owner-Builder

This section only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence. Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

- Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

- Attached

### 3.2 Road Access

Is there road access to the property?

- Yes

### 3.3 Designated Bushfire Prone Area

Is the land in a designated bushfire prone area under section 192A of the Building Act 1993?

- No

### 3.4 Planning Scheme

- Attached

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

- Not applicable

### 4.2 Agricultural Chemicals

Are there 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.

- No

### 4.3 Compulsory Acquisition

Are there any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986?

- No

## 5. BUILDING PERMITS

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

- Attached

## 6. OWNERS CORPORATION

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

- Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

### 7.1 Work-in-Kind Agreement

This section only applies if the land is subject to a work-in-kind agreement.

### 7.2 GAIC Recording

This section only applies if there is a GAIC recording. Any of the following certificates or notices must be attached if there is a GAIC recording.

## 8. SERVICES

Selected services marked with an 'X' are NOT connected to the land.

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

## 9. TITLE

Attached are copies of the following documents.

- Registered Title

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

### 10.2 Staged Subdivision

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

### 10.3 Further Plan of Subdivision

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

## 11. DISCLOSURE OF ENERGY INFORMATION

Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.

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

- to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- which has a net lettable area of at least 1000m<sup>2</sup>; (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):

## 12. DUE DILIGENCE CHECKLIST

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

- Consumer Affairs Victoria Due Diligence Checklist

## 13. ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section 13. Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections. Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or 1.4 (Sale Subject to Mortgage) applies.

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

Page 1 of 1

VOLUME 12351 FOLIO 466

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### LAND DESCRIPTION

Lot 1133 on Plan of Subdivision 825782Q.  
PARENT TITLE Volume 12349 Folio 086  
Created by instrument PS825782Q 06/01/2022

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
LORAN LEE DELEO  
DAVID JOSEPH DELEO both of 3 NICHOLAS COURT KEILOR EAST VIC 3033  
AV260009Y 24/01/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV260010Q 24/01/2022  
WESTPAC BANKING CORPORATION

COVENANT PS825782Q 06/01/2022

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 PS825782Q 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: 24 STRICTA CIRCUIT FRASER RISE VIC 3336

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 24/01/2022

DOCUMENT END

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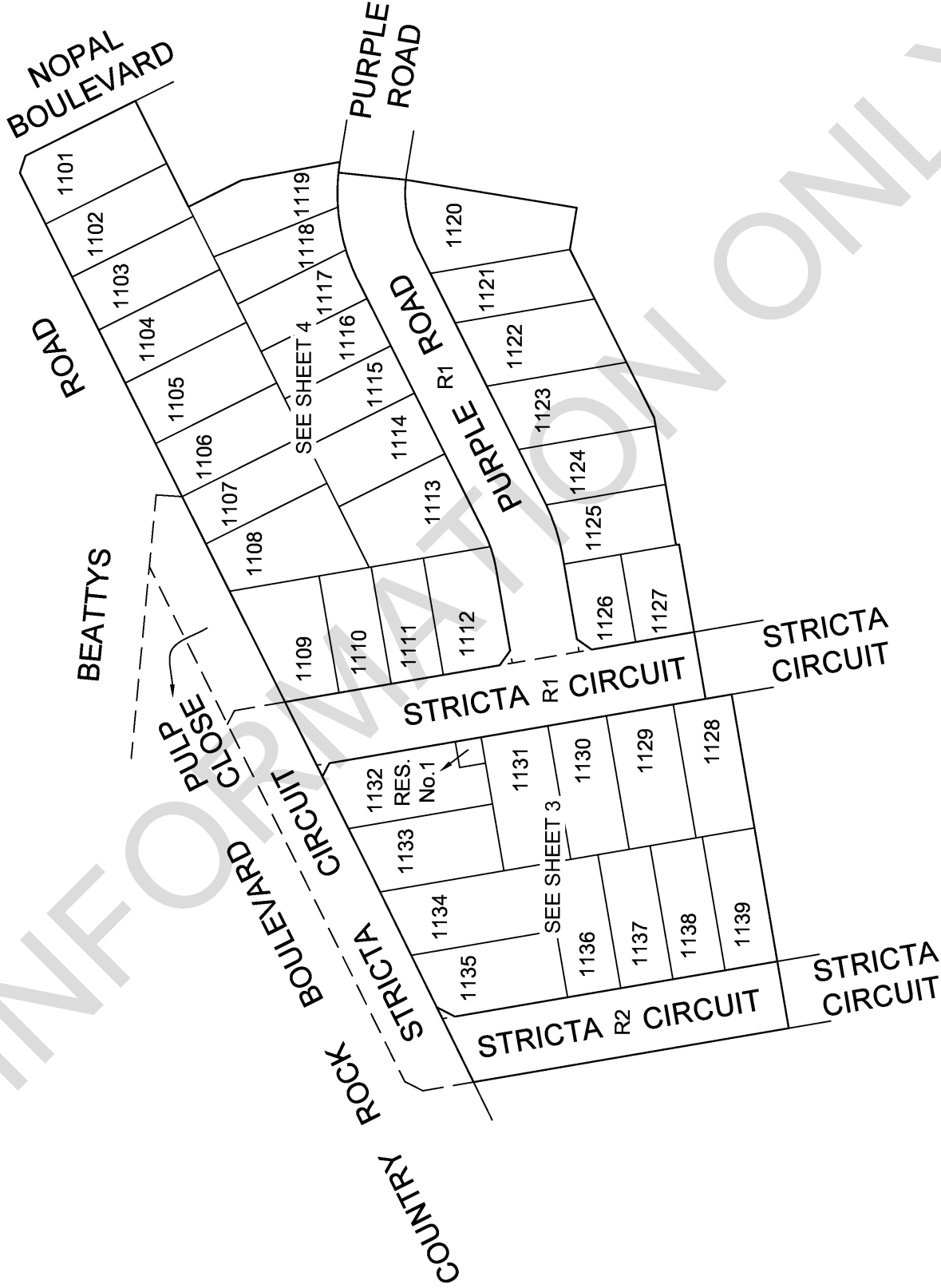
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<b>PLAN OF SUBDIVISION</b>			<b>LUV USE ONLY EDITION 1</b>	<b>PLAN NUMBER PS825782Q</b>
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> MARIBYRNONG</p> <p><b>TOWNSHIP:</b> -</p> <p><b>SECTION:</b> B</p> <p><b>CROWN ALLOTMENT:</b> 8 (PART)</p> <p><b>CROWN PORTION:</b> -</p> <p><b>TITLE REFERENCES:</b> Vol. Fol.</p> <p><b>LAST PLAN REFERENCE/S:</b> PS825768J (LOT T)</p> <p><b>POSTAL ADDRESS:</b> 235-311 BEATTYS ROAD <b>(At time of subdivision)</b> FRASER RISE, 3336</p> <p><b>MGA94 Co-ordinates</b> E 298 530 (of approx centre of land in plan) N 5825 180 <b>ZONE</b> 55</p>			<p>Council Name: Melton City Council</p> <p>Council Reference Number: Sub5716 Planning Permit Reference: PA2017.5710.2 SPEAR Reference Number: S162715J</p> <p><b>Certification</b></p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 12/03/2021</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Karen Gaskett for Melton City Council on 09/12/2021</p> <p><b>Statement of Compliance</b> issued: 17/12/2021</p>	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 1100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN..  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 5 FOR FURTHER DETAILS.  <b>OTHER PURPOSE OF THE PLAN:</b> REMOVAL OF THAT PART OF DRAINAGE EASEMENT E-3 ON PS825768J AS AFFECTS PURPLE ROAD AND STRICTA CIRCUIT ON THIS PLAN.  REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-4 ON PS825768J AS AFFECTS PURPLE ROAD ON THIS PLAN.  REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-6 ON PS825768J AS AFFECTS PURPLE ROAD AND STRICTA CIRCUIT ON THIS PLAN.  REMOVAL OF DRAINAGE AND SEWERAGE EASEMENT E-7 ON PS825768J AS AFFECTS PURPLE ROAD AND STRICTA CIRCUIT ON THIS PLAN.  <b>GROUNDS FOR REMOVAL:</b> BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.  WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958	
ROAD R1 ROAD R2 RESERVE No.1	MELTON CITY COUNCIL MELTON CITY COUNCIL JEMENA ELECTRICITY NETWORKS (VIC) LTD			
<b>NOTATIONS</b>			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 <del>NOT</del> BASED ON SURVEY.  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM17, PM31 & PM53, (KOROROI), PM136 & PM560 (MARIBYRNONG) AND PM157 (DERRIMUT)  PROCLAIMED SURVEY AREA:  <b>WESTWOOD 11</b> <b>2.225ha</b>	
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 <del>NOT</del> BASED ON SURVEY.  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM17, PM31 & PM53, (KOROROI), PM136 & PM560 (MARIBYRNONG) AND PM157 (DERRIMUT)  PROCLAIMED SURVEY AREA:  <b>WESTWOOD 11</b> <b>2.225ha</b>				
<b>EASEMENT INFORMATION</b>				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE PLAN	PS825767L	MELTON CITY COUNCIL
E-2	SEWERAGE	SEE PLAN	PS825768J	CITY WEST WATER CORPORATION
E-3	SEWERAGE	SEE PLAN	PS825768J	CITY WEST WATER CORPORATION
	DRAINAGE	SEE PLAN	PS825768J	MELTON CITY COUNCIL
E-4	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
E-5	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-6	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
 <b>SMEC</b> Member of the Surbana Jurong Group			SURVEYOR REF: 2152s-11  Digitally signed by: Duncan Brooks, Licensed Surveyor, Surveyor's Plan Version (G), 16/11/2021, SPEAR Ref: S162715J	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5  PLAN REGISTERED TIME: 12:22 PM DATE: 6/01/2022 YL Assistant Registrar of Titles

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS825782Q**

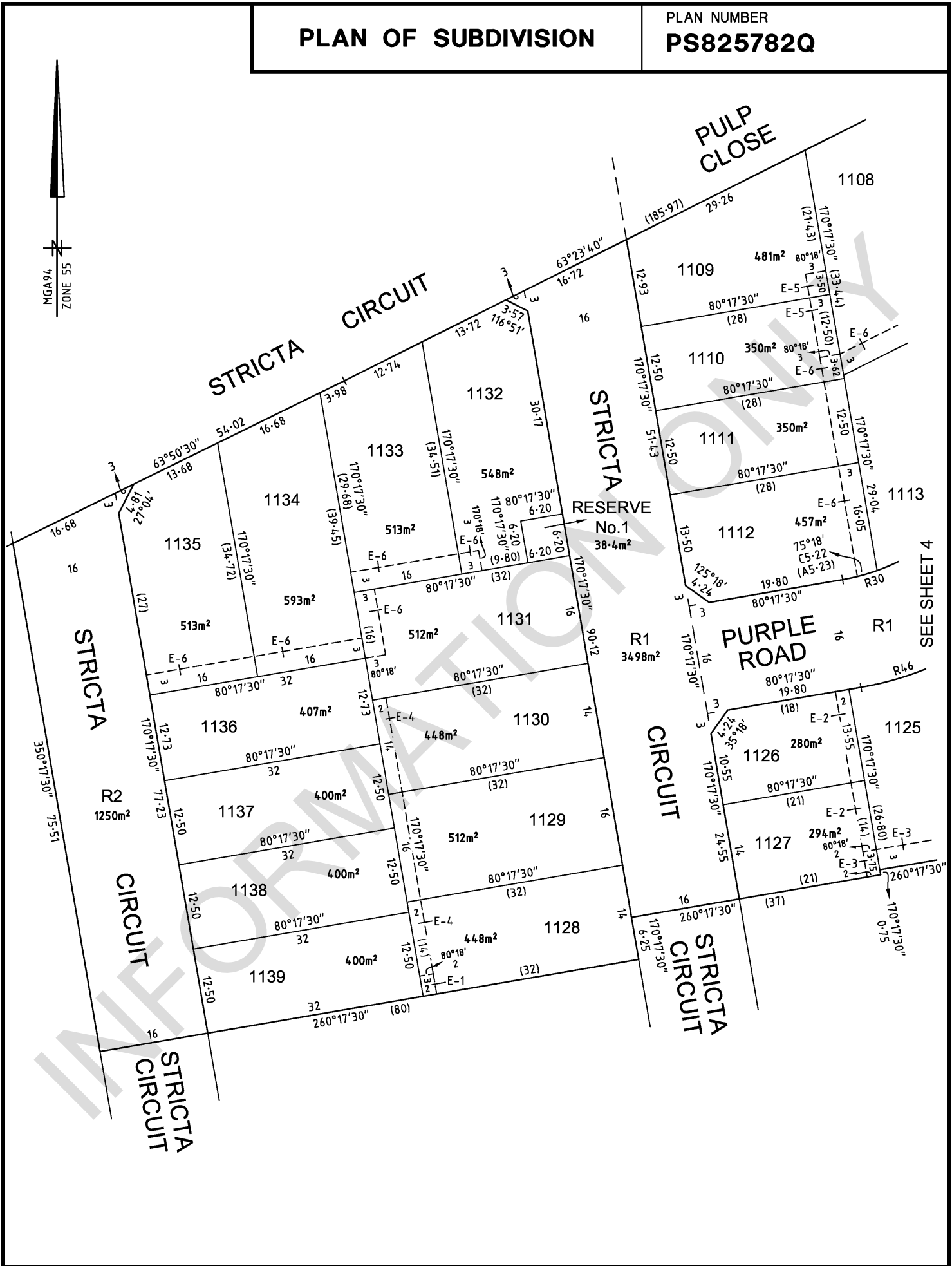


MGA94  
ZONE 55

<p>SCALE 1:1000</p>	<p>10 0 10 20 30 40 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 2</p>
<p>2152S-11 VER G(LUV)DWG SB/BC</p>		<p>Member of the <b>SMEC</b> Surbana Jurong Group REF 2152s-11</p>	
<p>Digitally signed by: Duncan Brooks, Licensed Surveyor, Surveyor's Plan Version (G), 16/11/2021, SPEAR Ref: S162715J</p>		<p>Digitally signed by: Melton City Council, 09/12/2021, SPEAR Ref: S162715J</p>	
<p>Amended by: Antony James Wyatt, Licensed Surveyor 06/01/2022.</p>			

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS825782Q**



SEE SHEET 4

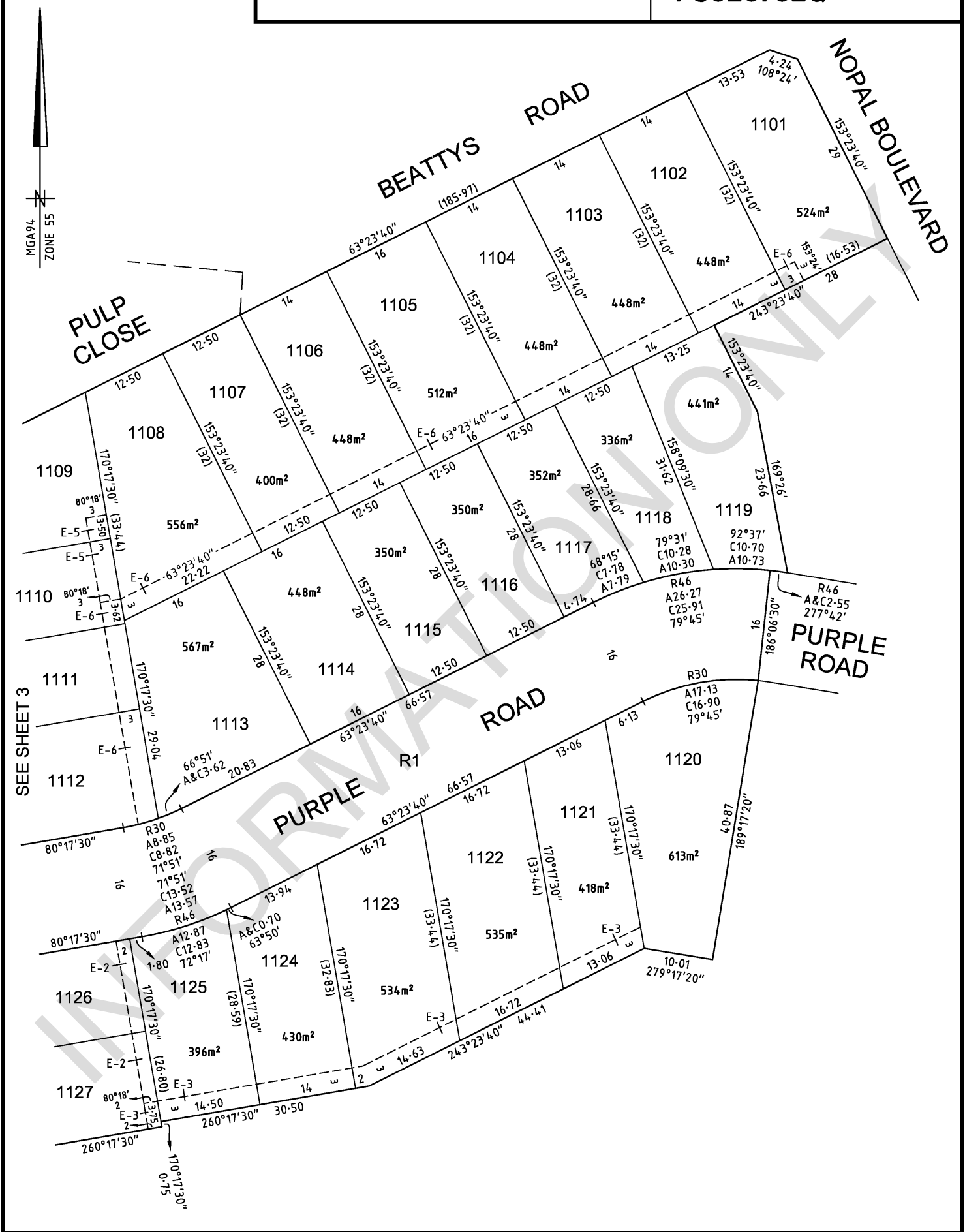
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**SMEC**  
 Member of the Surbana Jurong Group REF 2152s-11

SCALE 1:500  
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 Digitally signed by: Duncan Brooks, Licensed Surveyor,  
 Surveyor's Plan Version (G),  
 16/11/2021, SPEAR Ref: S162715J

ORIGINAL SHEET SIZE: A3 SHEET 3  
 Digitally signed by:  
 Melton City Council,  
 09/12/2021,  
 SPEAR Ref: S162715J

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS825782Q**



2152S-11 VER (GLUV).DWG SB/BC

**SMEC**

Member of the Surbana Jurong Group

REF 2152s-11

SCALE  
1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 4

Digitally signed by: Duncan Brooks, Licensed Surveyor,  
Surveyor's Plan Version (G),  
16/11/2021, SPEAR Ref: S162715J

Digitally signed by:  
Melton City Council,  
09/12/2021,  
SPEAR Ref: S162715J

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS825782Q**

## 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
1101 TO 1139 (BOTH INCLUSIVE)	1101 TO 1139 (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 following restriction is to be created upon registration of Plan of Subdivision PS825782Q by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

### Description of Restriction

Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
1126	1125, 1127
1127	1125, 1126

The registered proprietor or proprietors for the time being for any burdened lot on the Plan of Subdivision in the above table as a lot subject to the "Small Lot Housing Code" must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code (Type A)" unless such construction is in accordance with a planning permit granted to construct a dwelling on the lot.

This restriction shall cease to have effect on the burdened lot after the issue of a certificate of occupancy for the whole of a dwelling on the burdened lot provided that the whole of the dwelling complies with the Small Lot Housing Code for Type A allotments.

## CREATION OF RESTRICTION C

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
1101	1102
1102	1101, 1103, 1119
1103	1102, 1104, 1118, 1119
1104	1103, 1105, 1117, 1118
1105	1104, 1106, 1116, 1117
1106	1105, 1107, 1115, 1116
1107	1106, 1108, 1114, 1115
1108	1107, 1109, 1110, 1113, 1114
1109	1108, 1110
1110	1108, 1109, 1111, 1113
1111	1110, 1112, 1113
1112	1111, 1113
1113	1108, 1110, 1111, 1112, 1114

Table 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS
1114	1107, 1108, 1113, 1115
1115	1106, 1107, 1114, 1116
1116	1105, 1106, 1115, 1117
1117	1104, 1105, 1116, 1118
1118	1103, 1104, 1117, 1119
1119	1102, 1103, 1118
1120	1121
1121	1120, 1122
1122	1121, 1123
1123	1122, 1124
1124	1123, 1125
1125	1124, 1126, 1127
1126	1125, 1127

Table 1 (Continued)



BURDENED LOT No.	BENEFITING LOTS
1127	1125, 1126
1128	1129, 1138, 1139
1129	1128, 1130, 1137, 1138
1130	1129, 1131, 1136, 1137
1131	1130, 1132, 1133, 1134, 1136
1132	1131, 1133
1133	1131, 1132, 1134
1134	1131, 1133, 1135, 1136
1135	1134, 1136
1136	1130, 1131, 1134, 1135, 1137
1137	1129, 1130, 1136, 1138
1138	1128, 1129, 1137, 1139
1139	1128, 1138

## RESTRICTION

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

- 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.AA7663 without the prior written consent of the Responsible Authority. The provisions of the said MCP are incorporated into this restriction;
- 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
- 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.

 <p><b>SMEC</b> Member of the Surbana Jurong Group</p>	2152S-11 VER G(LUV).DWG SB/BC	SCALE 	ORIGINAL SHEET SIZE: A3	SHEET 5
	REF 2152s-11	Digitally signed by: Duncan Brooks, Licensed Surveyor, Surveyor's Plan Version (G), 16/11/2021, SPEAR Ref: S162715J	Digitally signed by: Melton City Council, 09/12/2021, SPEAR Ref: S162715J	

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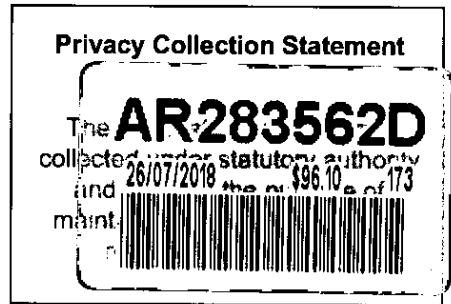
Document Type	<b>Instrument</b>
Document Identification	<b>AR283562D</b>
Number of Pages (excluding this cover sheet)	<b>19</b>
Document Assembled	<b>04/03/2026 13:08</b>

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**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

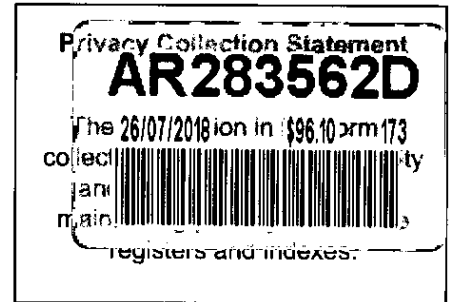
181PEA

Page 1 of 2

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**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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**AR283562D**

26/07/2018 \$96.10 173



**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 8007  
T 03 9620 9399 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 Kororoit 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

*[Handwritten signature]*  
Director/Secretary  
*Ye Fan*  
Full Name

*Lvl 50/360 Elizabeth St*  
*Melbourne VIC*  
Address

*Lvl 50/360 Elizabeth St*  
*Melbourne VIC*  
Address

INFORMATION ONLY



**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.

A handwritten signature in black ink, appearing to be 'Xuan Ding', written over a dotted horizontal line.

Executed for and on behalf of  
Bank of China

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

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

INFORMATION ONLY

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 13 March 2026 05:23 PM

## PROPERTY DETAILS

Address: **24 STRICTA CIRCUIT FRASER RISE 3336**  
 Lot and Plan Number: **Lot 1133 PS825782**  
 Standard Parcel Identifier (SPI): **1133\PS825782**  
 Local Government Area (Council): **MELTON**  
 Council Property Number: **914481**  
 Planning Scheme: **Melton**  
 Directory Reference: **Melway 354 A12**

[www.melton.vic.gov.au](http://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**  
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

## Note

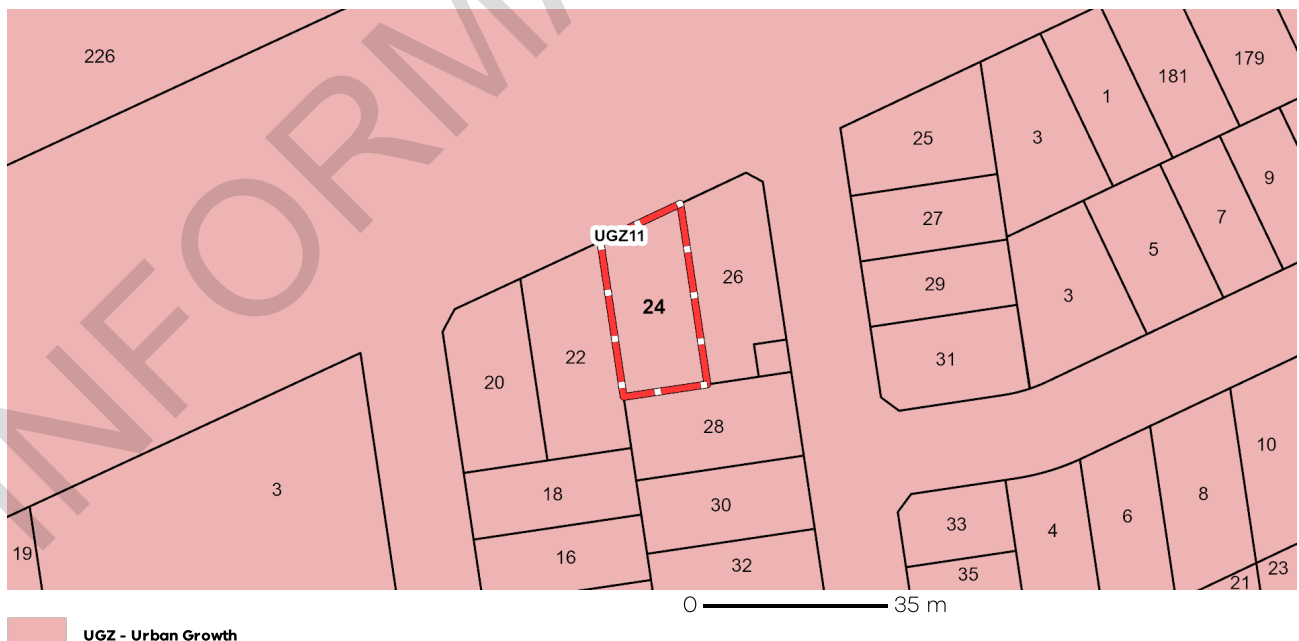
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

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



**UGZ - Urban Growth**

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

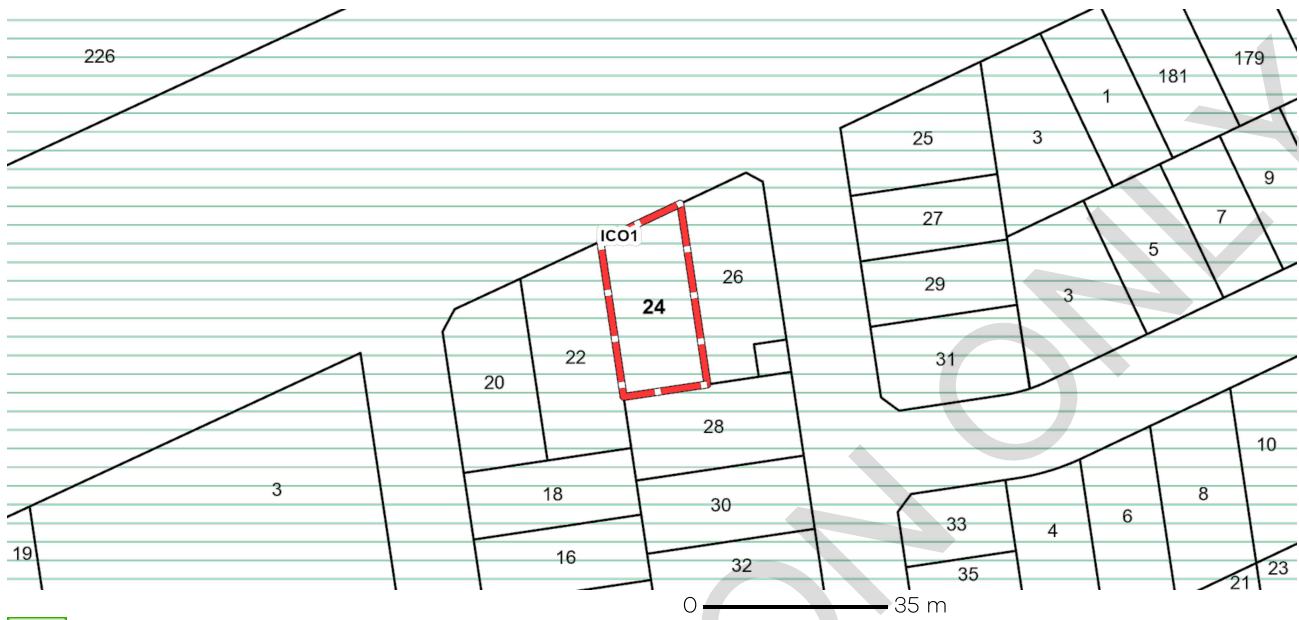
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlay

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)  
INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)

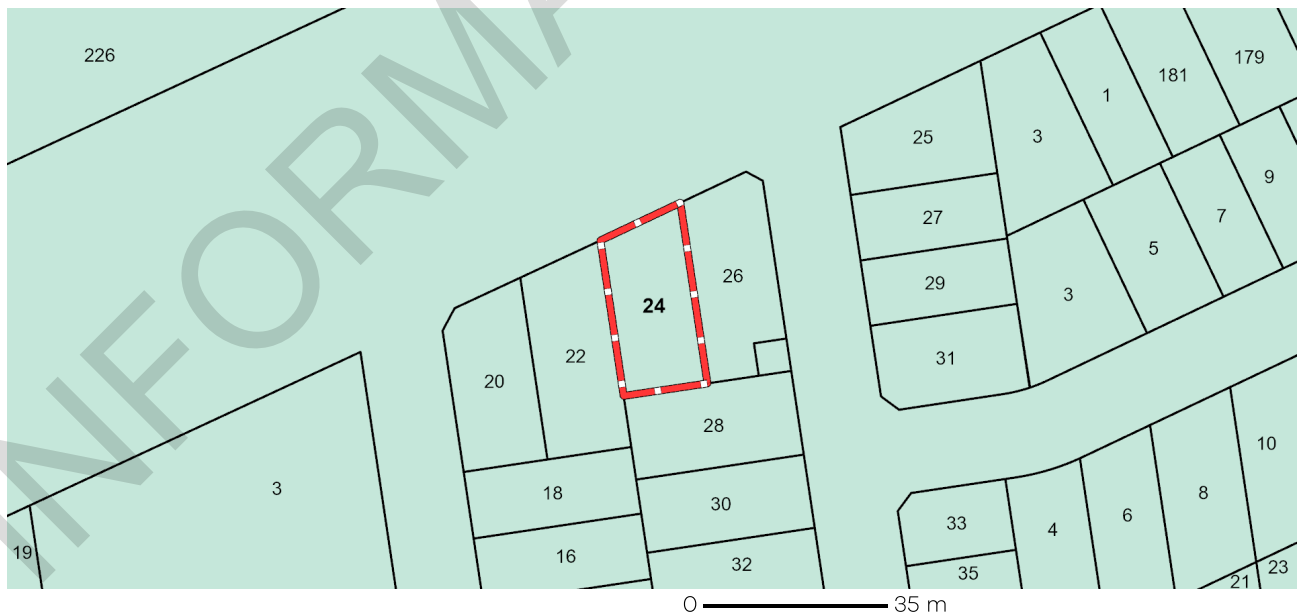


**ICO - Infrastructure Contributions Overlay**

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.vic.gov.au/victorian-planning-authority)



**Land added to the UGB since 2005**

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## Melbourne Strategic Assessment

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



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## 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.

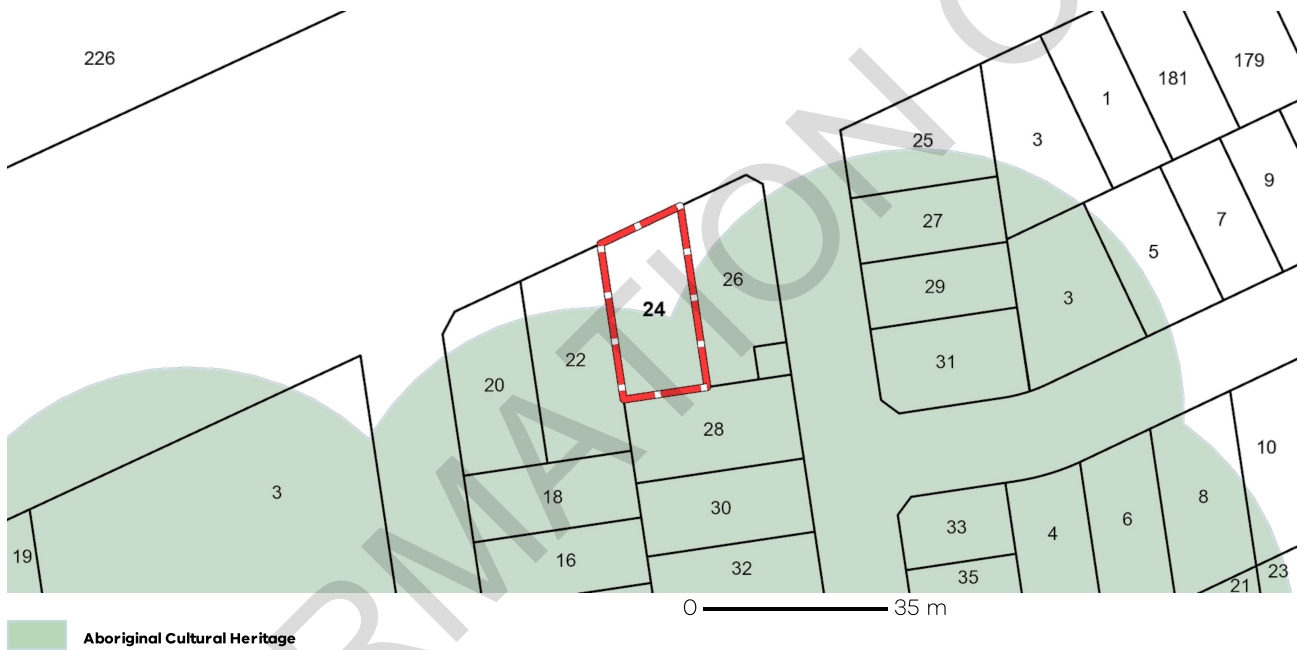
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 <https://heritage.achris.vic.gov.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.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 13 March 2026.

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

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

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

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

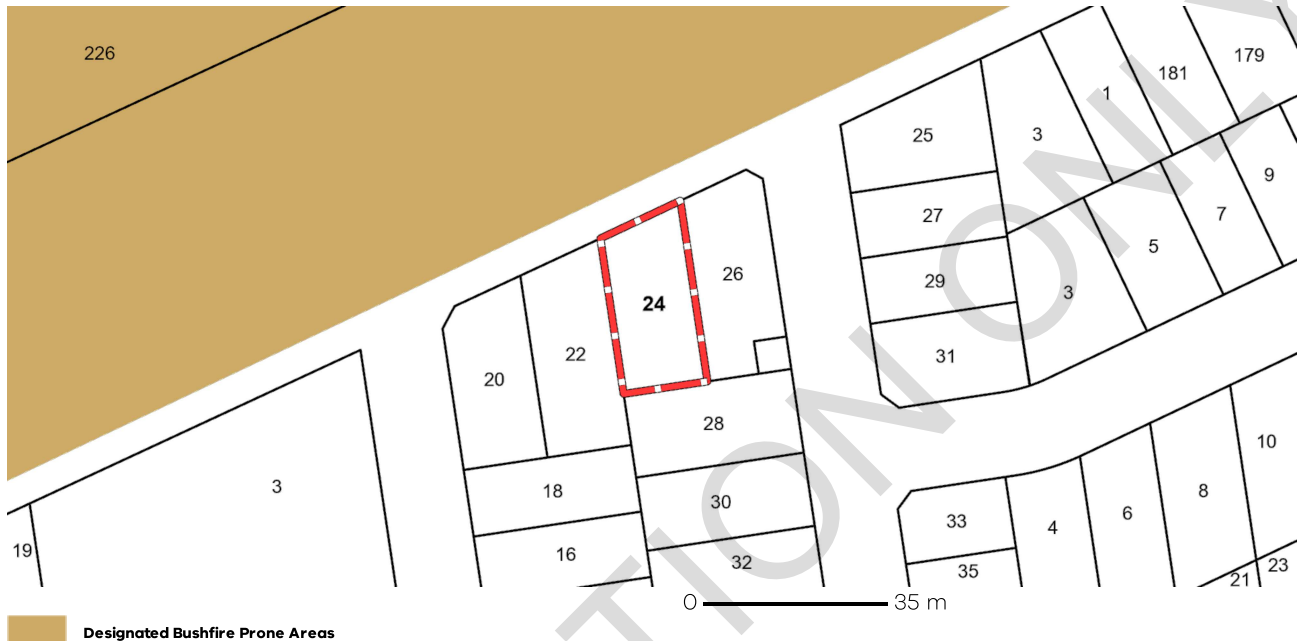
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



LANDATA COUNTER SERVICES  
LEVEL 13 697 COLLINS ST  
DOCKLANDS VIC 3008

## Information Statement Certificate

**Reference number**

79838529-022-1

**Statement number**

6506695126

**Date of Issue** 4 Mar 2026**Total amount**

**\$2,231.71**

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

### Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

**Property address** 24 STRICTA CIRCUIT, FRASER RISE VIC 3336

**Property number** 5793940000

**Lot on Plan** 1133\PS825782

**Comments**

## Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billcode: **8789**  
Ref: **30058600009**  
Go to **bpay.com.au**  
@Registered to BPAY  
Pvt Ltd  
ABN 69 079 137 518

**Australia Post**

Billcode: **0362**  
Ref: **0300 5860 0001**  
Pay at any post office,  
by phone **13 18 16**, at  
**postbillpay.com.au**, or  
via Auspost app



\*362 030058600001

# Annual Charges

## Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.24	Quarterly	\$113.04	\$113.04
Residential Sewer Service Charge	\$297.99	Quarterly	\$150.22	\$150.22
Parks	\$89.79	Quarterly	\$45.26	\$45.26
Waterways and Drainage	\$125.00	Quarterly	\$63.00	\$63.00
<b>Total annual charges</b>	<b>\$737.02</b>		<b>\$371.52</b>	<b>\$371.52</b>

## Other charges and adjustments

Service charges owing for previous financial years	\$864.36
Volumetric charges owing to 17/12/2025	\$630.33
Adjustments	\$0.00
<b>Total charges and adjustment</b>	<b>\$1,866.21</b>

## Outstanding charges

Current balance	\$1,866.21
Plus remainder service charges to be billed	\$365.50
<b>Total charges</b>	<b>\$2,231.71</b>

### Volumetric Charges

Please note the water meter on this property was last read on 17/12/2025. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 17/12/2025 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$1.03 per day

### Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

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Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

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Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

## General Information

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If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - [gww.com.au/information-statements](http://gww.com.au/information-statements). Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,

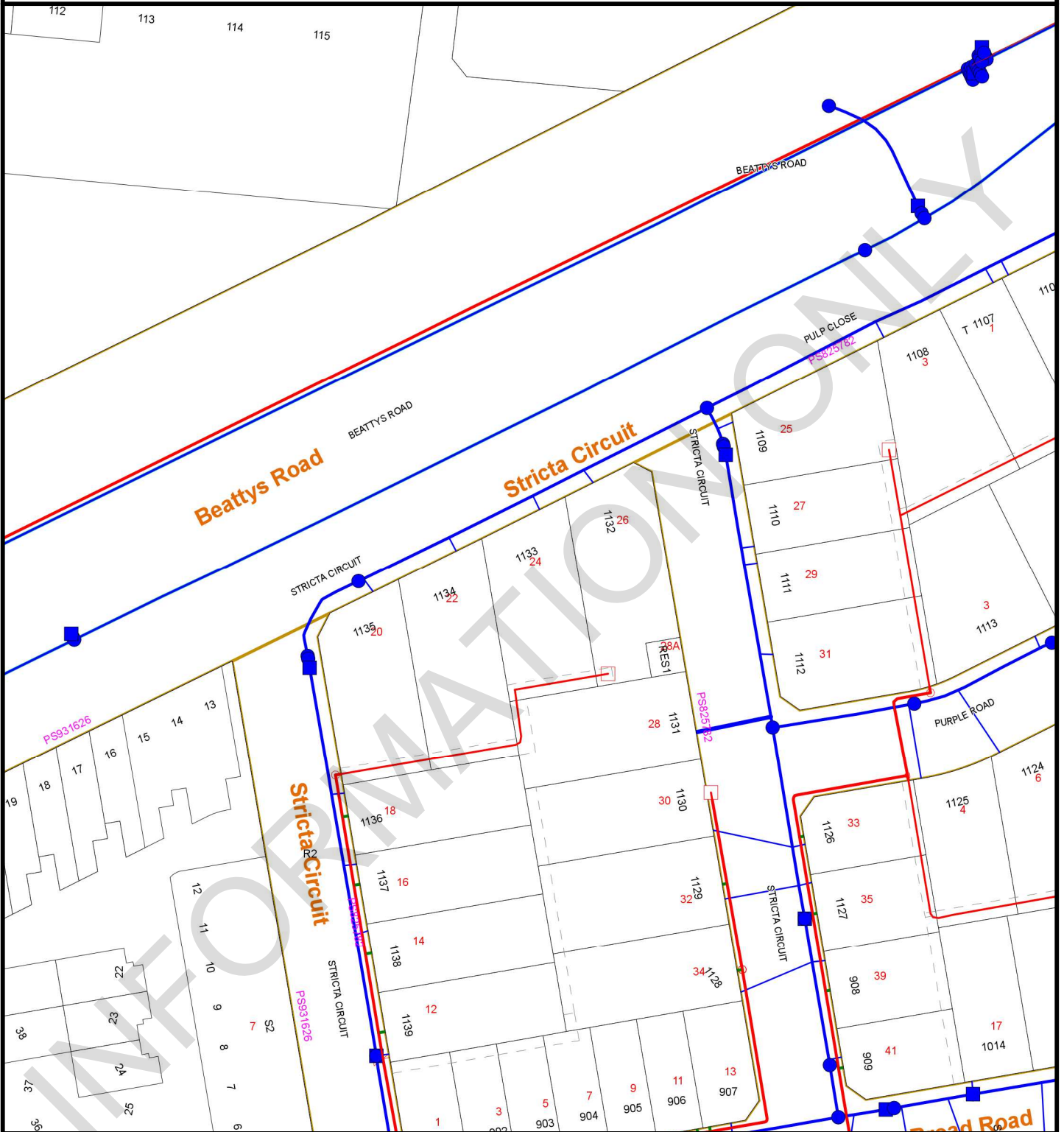
*Terence Alvares*

Terence Alvares

General Manager, Customer Experience

# INFORMATION STATEMENT PLOT

Address : **24 STRICTA CIRCUIT FRASER RISE VIC 3336**  
 Reference : **PID000493975**



Scale 1:1000  
 Printed on : 04/03/2026

Water Main DOES NOT traverse property  
 Sewer Main DOES traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water  
 36 Macedon St,  
 Sunbury  
 Locked Bag 350  
 Sunshine  
 VIC 3020  
 Ph: 134 499  
[www.gww.com.au](http://www.gww.com.au)

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# 3rd Instalment Notice Rates & Charges

For the period 1 July 2025 to 30 June 2026

# 2025/2026

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



A.B.N 22 862 073 889

Date of Issue: 27/01/2026

L L & D J Deleo  
24 Stricta Circuit  
FRASER RISE VIC 3336

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

Assessment Number

**914481**

Arrears Amount

Due

Pay this amount

**\$713.29**

Not later than

**28/02/2026**

Property Location 24 Stricta Circuit FRASER RISE VIC 3336  
Description LOT 1133 PS 825782Q V/F 12351/466

Ward  
JACKWOOD

Capital Improved Value  
\$970,000

Site Value  
\$440,000

Net Annual Value  
\$48,500

PRESCRIBED DATE OF VALUATION: 01/01/2025

EFFECTIVE DATE OF VALUATION: 01/07/2025

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

Third Instalment Amount

\$713.29

1st Instalment 30/09/2025

2nd Instalment 30/11/2025

3rd Instalment 28/02/2026  
\$713.29

4th Instalment 31/05/2026  
\$713.29

Total Balance

**\$1,426.58**

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.  
001009144815



Billers Code: 1123



melton.vic.gov.au



1300 067 479



\*33000009144815

ASSESSMENT NUMBER 914481

RATE PAYER L L & D J Deleo

PROPERTY LOCATION 24 Stricta Circuit FRASER RISE VIC 3336



Scan here to pay

Amount Payable

**\$713.29**



## GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

Register now at [melton.enotices.com.au](http://melton.enotices.com.au)  
with eNotices reference number:

**C2BF2A415S**



# MELTON CITY COUNCIL

## IMPORTANT INFORMATION REGARDING RATES AND CHARGES

### Hardship

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

### Penalties for late payments

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

### All payments will be allocated as follows:

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

### Notice of valuation

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

### Australian Valuation Property Classification Code

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

### Objection to valuation

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

### Appeal against the rates

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

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

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

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

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

### Emergency Services and Volunteers Fund

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

### Are you a pensioner?

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

### Change of address/ownership

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

### Differential rate comparison

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








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

### Rate cap

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

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

## PAYMENT METHODS

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



# Property Clearance Certificate

## Land Tax



INFOTRACK / MMMC CONVEYANCING

<b>Your Reference:</b>	5031
<b>Certificate No:</b>	98046505
<b>Issue Date:</b>	04 MAR 2026
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 24 STRICTA CIRCUIT FRASER RISE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48807024	1133	825782	12351	466	\$0.00

**Vendor:** LORAN DELEO & DAVID DELEO

**Purchaser:** NOT KNOWN NOT KNOWN

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR DAVID JOSEPH DELEO	2026	\$440,000	\$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):	\$970,000
SITE VALUE (SV):	\$440,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 98046505

## 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 = \$1,770.00

Taxable Value = \$440,000

Calculated as \$1,350 plus ( \$440,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,700.00

Taxable Value = \$970,000

Calculated as \$970,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 98046505

### 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](http://www.bpay.com.au)

### CARD



Ref: 98046505

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MMMC CONVEYANCING

Your Reference:	5031
Certificate No:	98046505
Issue Date:	04 MAR 2026
Enquires:	ESYSPROD

**Land Address:** 24 STRICTA CIRCUIT FRASER RISE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48807024	1133	825782	12351	466	\$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:	\$970,000
SITE VALUE:	\$440,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98046505

## 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](http://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



INFOTRACK / MMMC CONVEYANCING

Your Reference:	5031
Certificate No:	98046505
Issue Date:	04 MAR 2026

**Land Address:** 24 STRICTA CIRCUIT FRASER RISE VIC 3336

Lot	Plan	Volume	Folio
1133	825782	12351	466

**Vendor:** LORAN DELEO & DAVID DELEO

**Purchaser:** NOT KNOWN NOT KNOWN

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: 98046505

## 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



Bill Code: 416073  
Ref: 98046501

### 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](http://www.bpay.com.au)

### CARD



Ref: 98046501

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://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.

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

**PROPERTY DETAILS**

<b>Lot 1133 (24) Stricta Circuit, Fraser Rise - 3336</b>			
LP/PS	VOLUME	FOLIO	COUNTY
PS825782Q	12351	466	-
CROWN ALLOTMENT	SECTION	PARISH	
-	-	-	
MUNICIPAL DISTRICT			
Melton City Council			

**BUILDING PERMIT DETAILS**

Building Permit No: 3771105078055
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – 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 and 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	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	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 2. P2.2.2 – Weatherproofing 3. P2.2.3 – Rising Damp 4. P2.3.4 – Bushfire areas – (BAL 29)	A Performance 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.

**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)
2. Greater Western Water	Report & Consent – Building over an easement	130 (1)

**CONDITIONS**

Occupation is subject to the following conditions:
1. 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.
2. 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.
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**DATE OF FINAL INSPECTION**

08/06/2023
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**RELEVANT BUILDING SURVEYOR**

David Dennerley

**BUSINESS**

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

**SIGNATURE**

**REGISTRATION No.**

BS-L 60053

**OCCUPANCY PERMIT No.**

3771105078055

**DATE OF ISSUE**

22/06/2023

**NOTES:**

1. 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

2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

INFORMATION ONLY

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

MMMC Conveyancing C/- Triconvey2 (Reseller)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 717069

NO PROPOSALS. As at the 4th March 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

24 STRICTA CIRCUIT, FRASER RISE 3336  
CITY OF MELTON

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

Date of issue: 4th March 2026

# 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](http://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