



Sargeants Est.1978
Caroline Springs

CONTRACT OF SALE

Dylan Pierias

Property:

27 Turning Loop FRASER RISE VIC 3336

PO Box 3442
CAROLINE SPRINGS VIC 3023

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

Ref: 25/6511

CONTRACT OF SALE OF REAL ESTATE

Property Address: 27 Turning Loop FRASER RISE VIC 3336

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

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

Print name of person signing.....

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co
CAROLINE SPRINGS VIC 3023

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

VENDOR

**Dylan Pierias
Of**

Ref: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Sargeants Conveyancing
of PO Box 3442
Caroline Springs 3023

Tel: 03 9307 8201 Ref: 25/6511 Email: admin@sargeantscs.com.au

PURCHASER

Of

Tel: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND

The Land is:-
Described in the table below

| | | |
|--------------------------------|-----------|------------|
| Certificate of Title Reference | Being Lot | On plan |
| 12547 / 285 | 229 | PS 901972M |

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

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

27 Turning Loop Fraser Rise Vic 3336

GOODS SOLD WITH LAND

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

PAYMENT

Price \$

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

Balance \$ payable at settlement
=====

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (refer to general condition 19)

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

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

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

SETTLEMENT

Is due on

Or earlier by agreement

LEASE

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

in which case refer to general condition 5.1

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

TERMS CONTRACT

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

LOAN

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

Lender:

Loan amount:

Approval date:

BUILDING REPORT

General condition 21 applies only if the box is checked

PEST REPORT

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

Contract of Sale of Land - General Conditions

CONTRACT SIGNING

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

TITLE

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

Personal Property Securities Act 2009 (Cth) applies.

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

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

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

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

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

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

MONEY

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

However, unless otherwise agreed:

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

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

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

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

TRANSACTIONAL

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

INFORMATION ONLY

THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

1. WARRANTIES AND EXCLUSIONS

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

2. INTEREST AND COSTS PAYABLE ON DEFAULT

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

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

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

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

4. ADJUSTMENTS

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

5. FINANCE

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

6. SOLAR PANELS

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

7. POOL COMPLIANCE

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

The purchaser is aware that he may have to:

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

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

8. HOLIDAY CLOSURES

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

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

Notwithstanding any other provisions in this Contract:-

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

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

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

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

9. LAND TAX

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

10. PEST & BUILDING INSPECTIONS

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

INFORMATION ONLY

GUARANTEE and INDEMNITY

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

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of Director (Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of Director (Sign)

Witness

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

Property: 27 Turning Loop FRASER RISE VIC 3336

I/We Dylan Pierias hereby confirm we have contacted our Accountant and confirm:-
(please select the option which applies)

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

Vendors name:

ABN:

Contact number:

Address:

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


Vendors name:

ABN:

Contact number:

Address:

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



Dylan Pierias

Date: 18/6/25

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

Vendor: Dylan Pierias

Property: 27 Turning Loop FRASER RISE VIC 3336

LAND BEING SOLD

The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title Volume 12547 Folio 285.

IMPORTANT NOTICES TO PURCHASER

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

PLANNING

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

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

BUSHFIRE - PRONE AREA

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

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

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

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

- None to the Vendor's knowledge

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

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

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

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

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

3. **OUTGOINGS AND STATUTORY CHARGES**

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

Their total does not exceed - **\$4,000.00**

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

4. **FINANCIAL MATTERS**

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

- None

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

- None to the Vendors Knowledge.

5. **GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

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

- 5.11 transferred under the agreement; or
- 5.12 land on which works are carried out under the agreement; or
- 5.13 land in respect of which a growth areas infrastructure contribution is imposed.

- Not to the Vendors knowledge.

6. **SERVICES**

Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

- (a) electricity supply
- (b) gas supply
- (c) water supply
- (d) sewerage
- (e) telephone services

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

WARNING TO PURCHASER

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

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

7. **BUILDING APPROVALS**

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

- Not Applicable

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

- Not applicable

NOTE – The property may contain asbestos or inflammable materials.

8. **NOTICES**

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

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

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

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

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

9. **OWNERS CORPORATION**

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

10. **INSURANCE**

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

11. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

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

- (a) To be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based facilities including any support facilities; and
- (b) With a net lettable area of at least 2000m² (but does not include a building under a

strata title system or if an occupancy Permit was issued less than 2 years before the relevant date).

- Not Applicable

SWIMMING POOLS AND SMOKE ALARMS

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

DATE OF THIS STATEMENT

20

Signature of Vendor

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

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

INSURANCE

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

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

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

1. I cannot sell a property which is part of a subdivision where there is any common property unless the

Owners Corporation has a public liability insurance policy in place as at the day of sale for a sum of at least 10 million dollars and if the land is under the Strata Titles Act or any lot is above or below any common property unless there is collective reinstatement insurance in the name of the Owners Corporation in relation to all the buildings on the plan.

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

PURCHASER'S ACKNOWLEDGMENTS

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

DATE OF ACKNOWLEDGMENT

20

Signature of Purchaser.....

INFORMATION ONLY

Register Search Statement - Volume 12547 Folio 285

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

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

VOLUME 12547 FOLIO 285

Security no : 124125875783A
Produced 02/07/2025 04:38 PM

LAND DESCRIPTION

Lot 229 on Plan of Subdivision 901972M.
PARENT TITLE Volume 12518 Folio 874
Created by instrument PS901972M 16/05/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DYLAN PIERIAS of "BUILDING A" UNIT 106 86 CENTENARY DRIVE STRATHFIELD NSW
2135
AY067851R 04/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY067852P 04/06/2024
AFSH NOMINEES PTY LTD

COVENANT PS901972M 16/05/2024

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
AX165571K 18/08/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AX248776E 12/09/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AX248804C 12/09/2023

DIAGRAM LOCATION

SEE PS901972M 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: 27 TURNING LOOP FRASER RISE VIC 3336

ADMINISTRATIVE NOTICES


NIL

eCT Control 18440T MSA NATIONAL
Effective from 04/06/2024

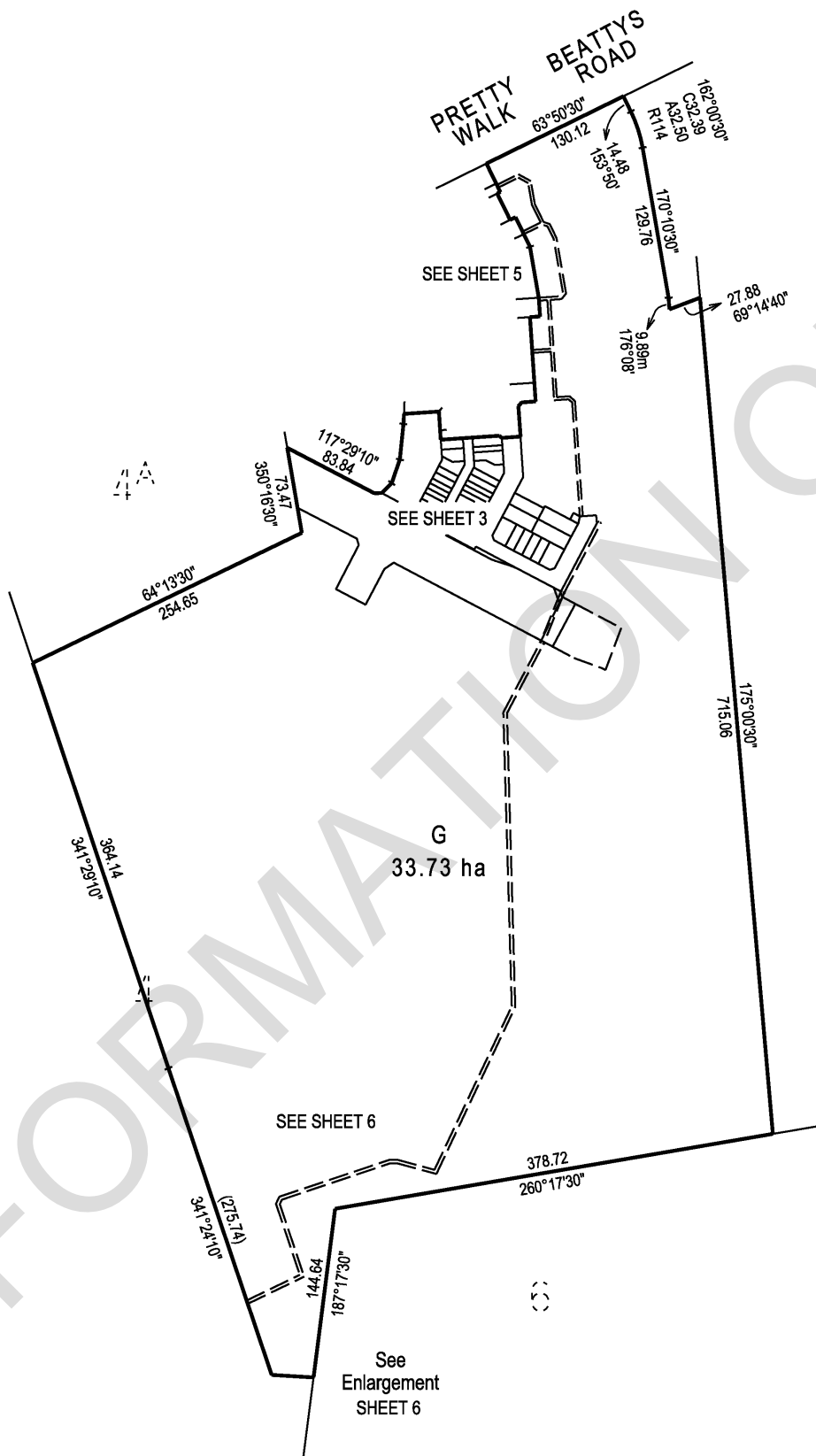
DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 02/07/2025, for Order Number 88360437. Your reference: 25/6511 - Pierias.

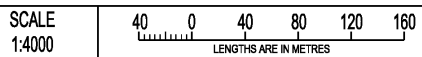
INFORMATION ONLY

| PLAN OF SUBDIVISION | | | LV USE ONLY EDITION 1 | PS 901972M |
|--|---------------------------------------|----------------|--|-----------------------------------|
| LOCATION OF LAND | | | Council Name: Melton City Council Council Reference Number: Sub6099 Planning Permit Reference: PA2020/7014/1 SPEAR Reference Number: S181726H Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 01/09/2022 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Julie Stafford for Melton City Council on 01/05/2024 Statement of Compliance issued: 01/05/2024 | |
| PARISH: | Maribrnong | | | |
| TOWNSHIP: | - | | | |
| SECTION: | B | | | |
| CROWN ALLOTMENT: | 4 (Part) | | | |
| CROWN PORTION: | - | | | |
| TITLE REFERENCE: | Vol.12518 Fol. 874 | | | |
| LAST PLAN REFERENCE: | Lot F PS 847344S | | | |
| POSTAL ADDRESS: | | | | |
| | | | 365 - 413 Beattys Road Fraser Rise 3336 | |
| MGA2020 Co-ordinates (of approx centre of land in plan) | | | | |
| | | | E 297 660 ZONE: 55 N 5 824 520 | |
| VESTING OF ROADS AND/OR RESERVES | | | NOTATIONS | |
| IDENTIFIER | COUNCIL/BODY/PERSON | | Lots AA to BB (both inclusive) have been omitted from this plan. Lots 1 to 200 (both inclusive) have been omitted from this plan. Lots A to F (both inclusive) have been omitted from this plan. See Sheet 7 for Creation of Restrictions. Other Purpose of the Plan: Part of the easement E-5 & E-6 for 'Drainage' purposes over Turning Loop & Strong View created in PS 847344S in favour of City of Melton is removed by all interested parties upon registration of this plan pursuant to Section 6(1)(k) of the Subdivision Act 1988. Other Purpose of the Plan: Part of the easement E-1 & E-6 for 'Sewerage' purposes over Turning Loop, Amazing Boulevard, Tender Lane & Strong View created in PS 847344S in favour of Greater Western Water Corporation is removed by all interested parties upon registration of this plan pursuant to Section 6(1)(k) of the Subdivision Act 1988. Estate: Westwood Place Development No.: 2A No. of Lots: 33 Area: 1.328 ha Melways: 355 J3 | |
| Road R-1 | City of Melton | | | |
| Reserve No. 1 | City of Melton | | | |
| Reserve No. 2 | Jemena Electricity Networks (Vic) Ltd | | | |
| NOTATIONS | | | | |
| Depth Limitation: 15.24 metres applies to all the land in this plan. | | | | |
| Survey: This plan is to not based on survey. Refer to PS 831898K. This survey has been connected to Kororoit permanent marks no(s) 17, 21, 52, 53 & 56. 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 Staging: This is is not a staged subdivision. Planning Permit No. PA2020/7014/1. | | | | |
| EASEMENT INFORMATION | | | | |
| Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | | |
| Pursuant to Section 12(2) Subdivision Act 1988, land formerly defined by Lot A in PS 831898K is affected by implied easements set apart in PS 831898K. | | | | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
| E-1 & E-6 | Sewerage | See Diag. | PS 847344S | Greater Western Water Corporation |
| E-2 | Sewerage | See Diag. | This Plan | Greater Western Water Corporation |
| E-5 & E-6 | Drainage | See Diag. | PS 847344S | City of Melton |
|  CHARLTON DEGG LAND DEVELOPMENT CONSULTANTS | | | SURVEYORS FILE REF: 1280/Stg 2A VERSION: 10 | |
| SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 www.charltondegg.com.au | | | Digitally signed by: Michael Neylan Degg, Licensed Surveyor, Surveyor's Plan Version (10), 17/01/2024, SPEAR Ref: S181726H | |
| | | | ORIGINAL SHEET SIZE: A3 SHEET 1 of 7 PLAN REGISTERED TIME: 12:43 PM Y. SU DATE: 16/05/2024 Assistant Registrar of Titles | |

PS 901972M



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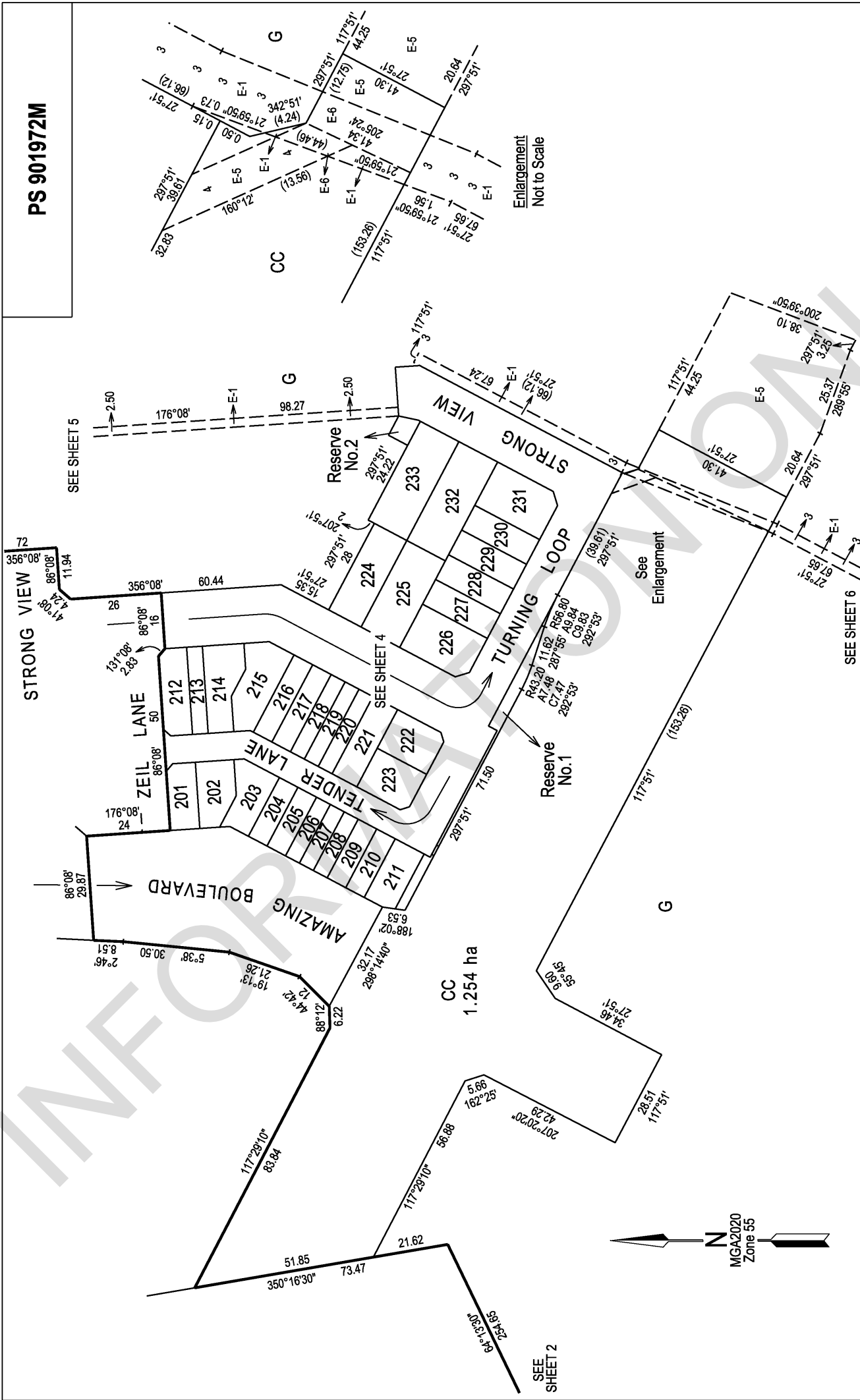
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ORIGINAL SHEET SIZE: A3

SHEET 2

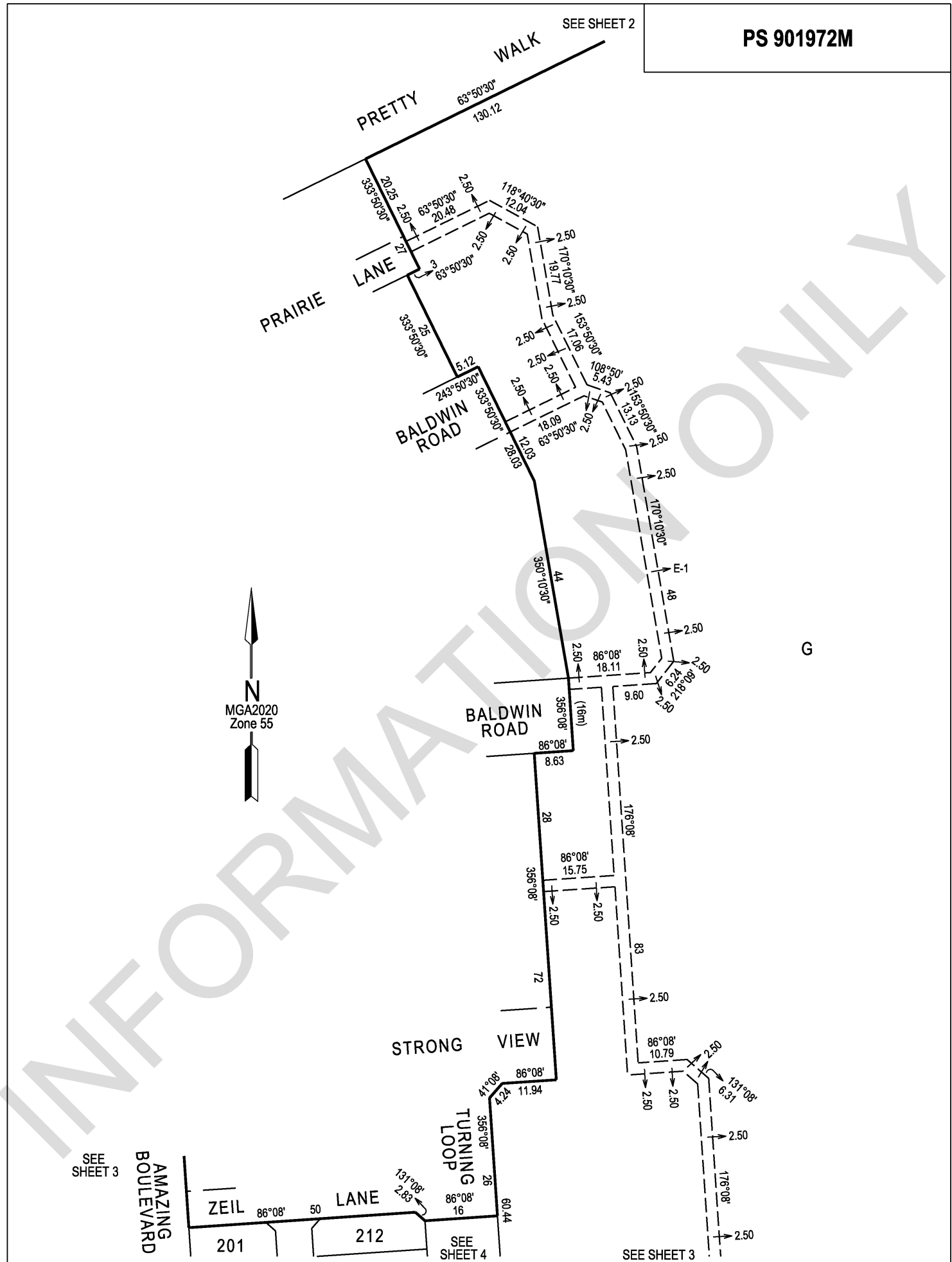
Digitally signed by:
 Melton City Council,
 01/05/2024,
 SPEAR Ref: S181726H

PS 901972M



| | | |
|--|---|--|
|  <p>CHARLTON DEGG LAND DEVELOPMENT CONSULTANTS</p> | <p>SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 www.charltondegg.com.au</p> | <p>Amended by: Michael Neylan Degg, Licensed Surveyor 15/05/2024.</p> |
| | <p>Digitally signed by: Michael Neylan Degg, Licensed Surveyor, Surveyor's Plan Version (10), 17/01/2024, SPEAR Ref: S181726H</p> | <p>Digitally signed by: Melton City Council, 01/05/2024, SPEAR Ref: S181726H</p> |
| <p>SCALE 1:1000</p> <p>LENGTHS ARE IN METRES</p> <p>0 10 20 30 40</p> | <p>ORIGINAL SHEET SIZE: A3</p> | <p>SHEET 3</p> |

PS 901972M



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930
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SCALE 1:750
 7.5 0 7.5 15 22.5 30
 LENGTHS ARE IN METRES

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 Melton City Council,
 01/05/2024,
 SPEAR Ref: S181726H

SHEET 5

CREATION OF RESTRICTION A

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

TABLE OF BENEFITING AND BURDENED:

| Burdened Lot No. | Benefiting Lots on this Plan | Burdened Lot No. | Benefiting Lots on this Plan | Burdened Lot No. | Benefiting Lots on this Plan |
|------------------|------------------------------|------------------|------------------------------|------------------|------------------------------|
| 201 | 202 | 211 | 210 | 221 | 220, 222, 223 |
| 202 | 201, 203 | 212 | 213 | 222 | 221, 223 |
| 203 | 202, 204 | 213 | 212, 214 | 223 | 221, 222 |
| 204 | 203, 205 | 214 | 213, 215 | 224 | 225, 233 |
| 205 | 204, 206 | 215 | 214, 216 | 226 | 225, 227 |
| 206 | 205, 207 | 216 | 215, 217 | 227 | 225, 226, 228 |
| 207 | 206, 208 | 217 | 216, 218 | 228 | 225, 227, 229, 232 |
| 208 | 207, 209 | 218 | 217, 219 | 229 | 228, 230, 232 |
| 209 | 208, 210 | 219 | 218, 220 | 230 | 229, 231, 232 |
| 210 | 209, 211 | 220 | 219, 221 | 231 | 230, 232 |

The registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision noted above 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 or Type B)" unless such construction is in accordance with a planning permit granted to construct a dwelling on the lot or the endorsed Small Lot Housing Code Lot Type Plan and the endorsed Building Envelope Plan.

This restriction shall cease to apply to any building on the lot affected by the envelope after the issue of a certificate of occupancy for the whole dwelling on that lot.

CREATION OF RESTRICTION B

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

TABLE OF BENEFITING AND BURDENED:

| Burdened Lot No. | Benefiting Lots on this Plan | Burdened Lot No. | Benefiting Lots on this Plan | Burdened Lot No. | Benefiting Lots on this Plan |
|------------------|------------------------------|------------------|------------------------------|------------------|------------------------------|
| 201 | 202 | 212 | 213 | 223 | 221, 222 |
| 202 | 201, 203 | 213 | 212, 214 | 224 | 225, 233 |
| 203 | 202, 204 | 214 | 213, 215 | 225 | 224, 226, 227, 228, 232 |
| 204 | 203, 205 | 215 | 214, 216 | 226 | 225, 227 |
| 205 | 204, 206 | 216 | 215, 217 | 227 | 225, 226, 228 |
| 206 | 205, 207 | 217 | 216, 218 | 228 | 225, 227, 229, 232 |
| 207 | 206, 208 | 218 | 217, 219 | 229 | 228, 230, 232 |
| 208 | 207, 209 | 219 | 218, 220 | 230 | 229, 231, 232 |
| 209 | 208, 210 | 220 | 219, 221 | 231 | 230, 232 |
| 210 | 209, 211 | 221 | 220, 222, 223 | 232 | 225, 228, 229, 230, 231, 233 |
| 211 | 210 | 222 | 221, 223 | 233 | 224, 232 |

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

1. Must not build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the approved Memorandum of Common Provisions (MCP) registered in the dealing No.AA9347. The provisions of the said MCP are incorporated into this restriction;
2. Must not build or cause to be built or allow to be built or allow to remain a dwelling house or outbuilding, or carry out, cause to be carried out or allow to be carried out any fencing, building or construction works unless in accordance with the endorsed Housing & Design Guidelines and the endorsed Building Envelope Plan.
3. 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
4. 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 will cease to affect any of the burdened lots 10 years after registration of this plan.

CREATION OF RESTRICTION C

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Lots 201 to 233 (both inclusive).

LAND TO BURDEN: Lots 201 to 221 (both inclusive).

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not construct or extend any dwelling or allow the construction or extension of any dwelling other than a double storey dwelling.

This restriction will cease to affect any of the burdened lots 10 years after registration of this plan.



CHARTON DEGG
LAND DEVELOPMENT CONSULTANTS

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17/01/2024, SPEAR Ref: S181726H

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SIZE: A3

SHEET 7

Digitally signed by:
Melton City Council,
01/05/2024,
SPEAR Ref: S181726H

**Memorandum of common provisions
Restrictive covenants in a plan
Section 91A Transfer of Land Act 1958**

AA9347

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| | |
|----------------|---|
| Lodged by | |
| Name: | Maddocks |
| Phone: | 03 9258 3650 |
| Address: | Level 25, Tower 2, 727 Collins Street, Melbourne 3008 |
| Reference: | CTM:MDRO:8369599.059 Westwood Place Stage 1 |
| Customer code: | 1167E 17223H |

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the plan:

Burdened land: As set out in the plan.

Benefited land: As set out in the plan.

Covenants:

A. Provisions

Without the prior written consent of the Transferor, the registered proprietor:

1. Must not build or cause to be built or allow to be built or allow to remain a dwelling house or outbuilding, or carry out, cause to be carried out or allow to be carried out any fencing, building or construction works on the land hereby transferred unless:

- 1.1. Applicable plans and specifications prepared in accordance with the Housing & Design Guidelines have been submitted to the Design Assessment Panel; and
- 1.2. The Design Assessment Panel has given its approval in writing to the plans and specifications prior to the commencement of the proposed fencing, building or construction works;

35402012

V3

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

91ATLA

Page 1 of 3

THE BACK OF THIS FORM MUST NOT BE USED

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

2. Must not erect on the lot hereby transferred or cause to be erected or allow to remain erected on the lot hereby transferred any:
 - 2.1. Outbuilding or similar structure which does not comply with the Housing & Design Guidelines; or
 - 2.2. Fence which does not comply with the Housing & Design Guidelines;
3. Must not:
 - 3.1. Permit the deterioration of the lot hereby transferred and adjacent nature strips including any accumulation of rubbish, weeds or debris to a standard that is unacceptable to the Transferor (provided that the Transferor will not act capriciously in determining the standard of acceptance);
 - 3.2. Park or store or cause to be parked or stored on or within the lot hereby transferred any vehicle having a carrying capacity of one tonne or more (other than a light commercial vehicle) or any boat, caravan or trailer in such a way that can be visible from any street adjacent to or abutting the lot hereby transferred;
 - 3.3. Without the prior consent of the Transferor, erect or permit to be erected on the lot hereby transferred any advertisement, hoarding, notice, sign or similar structure;
 - 3.4. Permit lot hereby transferred or any building or buildings constructed thereon to be used for the display of any advertisement, hoarding, notice, sign or similar structure provided that after completion of a dwelling house on the lot hereby transferred this restriction shall not prevent the erection of a signboard advertising the lot for sale;
 - 3.5. Without the prior consent of the Transferor, install or permit to be installed on any dwelling house built on the lot hereby transferred any external roll down security shutters; or
 - 3.6. Further subdivide the lot hereby transferred,
4. In this covenant, the following terms have the meanings set out below:
 - 4.1. **Housing & Design Guidelines** means the design, development and use controls for the Development titled "Westwood Place Design Guidelines" as endorsed by the Responsible Authority and as amended from time to time.
 - 4.2. **Design Assessment Panel** means the panel of that name appointed by the Transferor (or by any person nominated in writing by the Transferor as being

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

AA9347

entitled to make that appointment) from time to time for the purposes of assessing compliance by lot owners with the Housing & Design Guidelines.

- 4.3. **Development** means the development for residential housing and ancillary purposes to be carried out on the land originally comprised in the Parent Title by the Transferor or the Transferor's successors or assigns of that land known as 365-413 Beattys Road, Fraser Rise VIC 3336.
- 4.4. **Parent Title** means the land which was comprised in certificate of title volume 12263 folio 817 & volume 12460 folio 211 prior to any subdivision of that title.
- 4.5. **Transferor** means Dahua Group Melbourne Number 3 Pty Ltd ACN 609 494 840.

Expiry:

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



Department of Environment, Land, Water & Planning

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

Produced 02/07/2025 04:41:50 PM

| | | | |
|----------------------|------------------------|----------------|-----------|
| Status | Registered | Dealing Number | AX165571K |
| Date and Time Lodged | 18/08/2023 11:50:40 AM | | |

Lodger Details

| | |
|-------------|-----------------|
| Lodger Code | 18776H |
| Name | HARWOOD ANDREWS |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | CPM:22106322 |

APPLICATION TO RECORD AN INSTRUMENT

| | |
|--------------|----------|
| Jurisdiction | VICTORIA |
|--------------|----------|

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12263/817
12460/211

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

| | |
|---------------|---------------------|
| Name | MELTON CITY COUNCIL |
| Address | |
| Street Number | 232 |
| Street Name | HIGH |
| Street Type | STREET |
| Locality | MELTON |
| State | VIC |
| Postcode | 3337 |



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

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

| | |
|-----------------------|---------------------------------|
| Executed on behalf of | MELTON CITY COUNCIL |
| Signer Name | CLARE MARGARET MCKENNA |
| Signer Organisation | THE LANTERN LEGAL GROUP PTY LTD |
| Signer Role | LAW PRACTICE |
| Execution Date | 18 AUGUST 2023 |

File Notes:

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HWL
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LAWYERS

Deed of Agreement under s173 of the Planning and Environment Act 1987

**Purpose: Implementation of Condition 93 on Planning
Permit No. PA2020/7014/2**

Melton City Council

and

**Dahua Group Melbourne Number 3 Pty Ltd
(ACN 609 494 840)**

Ref: JL:AG:SW:1006922

Level 8, 447 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

Deed of Agreement: Section 173

Page i

Table of contents

| | |
|--|-----------|
| 1. Definitions and interpretation clauses | 2 |
| 2. Owner's obligations | 6 |
| 3. Further obligations | 6 |
| 4. Agreement under Section 173 of the Act | 7 |
| 5. Owner's warranties | 8 |
| 6. Successors in title | 8 |
| 7. Notices | 8 |
| 8. Miscellaneous | 9 |
| Mortgagee Consent | 11 |
| Executed as a deed | 12 |

Deed of Agreement

Date 25 July 2023

Parties **Dahua Group Melbourne Number 3 Pty Ltd (ACN 609 494 840)**
of Suite 203, Level 2, 468 St Kilda Road, Melbourne VIC 3004
(Owner)

Melton City Council
of 232 High Street, Melton VIC 3337
(Council)

Recitals

A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.

B. The Owner is, or is entitled to be, the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.

C. On 15 January 2021, Council issued the Planning Permit, which allows a multi-lot staged subdivision and creation of reserves in accordance with the endorsed plans at the Subject Land.

D. On 23 November 2021, Council amended the Planning Permit to include Condition 93 (among other amendments), which provides that:

93. Prior to the issue of Statement of Compliance under the Subdivision Act 1988 for the first stage of subdivision, or such other time as agreed, the owner must enter into an agreement, or agreements, under Section 173 of the Planning and Environment Act 1987 which specifies.

a) that the developer will be responsible for constructing the full extent of all road frontages to the proposed government school site and for servicing the proposed government school site prior to the issue of a Statement of Compliance for Stage 11 or an earlier stage (if required).

Application must be made to the Registrar of Titles to register the 173 Agreement on the title to the land under Section 181 of the Act.

The landowner under this permit must pay the reasonable costs of the preparation, execution, registration and any future amendments of the Section 173 Agreement.

- E. The Parties have agreed to enter into this Agreement:
- (a) to give effect to the requirements of Condition 93 of the Planning Permit; and
 - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
- F. The Subject Land is subject to registered mortgage instrument no. AU259760K and AT364202T in favour of Commonwealth Bank of Australia which Mortgagee, as evidenced by its consent on the attestation page, consents to this Agreement.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the Parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act means the *Planning and Environment Act 1987* (Vic).

Agreement means this deed of agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.

| | |
|--|---|
| Business Day | means a day that is not a Saturday, Sunday or public holiday in Melbourne. |
| Current Address for Service | <p>for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and</p> <p>for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land</p> |
| Current Email Address for Service | <p>for the Council means legalservices@melton.vic.gov.au, or any other email address listed on the website of the Council; and</p> <p>for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.</p> |
| Endorsed Plans | means the plans endorsed from time to time under the Planning Permit. |
| 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 Subject Land or any part of it. |
| Owner | means the person or persons 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 in the Subject Land or any part of it and includes a Mortgagee-in-possession. |
| Party or Parties | means the Owner and Council under this Agreement as appropriate. |
| Planning Permit | means Planning Permit No. PA2020/7014-2, as amended from time to time and including the Endorsed Plans. |
| Planning Scheme | means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Subject Land. |

| | |
|--|---|
| Proposed Government School Site | means that part of the Subject Land with a total area of 0.67 hectares which is proposed to be used and developed for the purpose of a government school and which is shown on the Endorsed Plans. |
| Register and Registrar | have the same meaning as in the <i>Transfer of Land Act 1958</i> (Vic). |
| Residential Lot | means a lot created as a result of the subdivision of the Subject 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. |
| Services | means the following services: <ul style="list-style-type: none">• water;• drainage;• sewage;• electricity;• gas; and• telecommunications including National Broadband Network. |
| Stage | means a stage of the subdivision of the Subject Land which is approved by the Planning Permit. |
| Statement of Compliance | means a statement of compliance issued by Council under the <i>Subdivision Act 1988</i> . |
| Subject Land | means the land comprised in: <ul style="list-style-type: none">• Certificate of Title Volume 12263 Folio 817, described as Lot A on PS 831898K; and• Certificate of Title Volume 12460 Folio 211, described as Lot D on PS 847338M, also known as 391-413 Beattys Road, Fraser Rise and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it. |

VCAT or Tribunal means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has the meaning as defined in this Agreement. If a term is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) References to a Party will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
 - (viii) Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
 - (ix) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (x) Headings are for guidance only and do not affect the interpretation of this Agreement.

The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land, and bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land.

2. Owner's obligations

2.1 Construction of road frontages and installation of services

The Owner covenants and agrees that, prior to the issue of a Statement of Compliance in relation to Stage 11, or at an earlier alternative time in accordance with clause 2.2, the Owner must at no cost to the Council:

- (a) construct the full extent of all road frontages to the Proposed Government School Site; and
 - (b) install all Services to the Proposed Government School Site,
- all to the satisfaction of the Council.

2.2 Earlier alternative time

The parties acknowledge and agree that the Department of Education and Training may require that the Proposed Government School Site be transferred to or vested in the relevant statutory body for use and development as a government school at an earlier alternative time, in which case:

- (a) Council will notify the Owner in writing of the requirement for the Proposed Government School Site to be transferred or vested at an earlier alternative time as agreed between the parties; and
- (b) The Owner must fulfill its obligations in clause 2.1 by 31 December 2023, or such later time as agreed in writing by Council.

3. Further obligations

3.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

3.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

3.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable

Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

3.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the:
- (i) preparation, drafting, negotiation, finalisation, engrossment, execution, registration and enforcement of this Agreement;
 - (ii) assessment, preparation, drafting, negotiation, finalisation, engrossment, execution, registration and enforcement of any amendment to this Agreement;
 - (iii) the cancellation or alteration of this Agreement in the Register; and
 - (iv) determination of whether any of the Owner's obligations have been undertaken to the satisfaction of Council or to give consent to anything under this Agreement,
- which are and until paid will remain a debt due to Council by the Owner.
- (b) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

4. Agreement under Section 173 of the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

5. Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

6. Successors in title

Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

7. Notices

7.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party's Current Address for Service; or
- (c) by electronic mail to that Party's Current Email Address for Service.

7.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following Business Day;
- (b) if posted, on the expiration of two Business Days after the date of posting, or
- (c) if sent by electronic mail, at the time the communication is deemed to be received under the *Electronic Transactions (Victoria) Act 2000 (Vic)*.

8. Miscellaneous

8.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

8.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

8.3 Ending of Agreement

The Parties agree that this Agreement will end:

- (a) with respect to a Residential Lot, upon the issue of a Statement of Compliance relating to a subdivision which creates the Residential Lot, provided that the Agreement must remain registered on the balance of the Subject Land;
- (b) once the Owner has completed, to the satisfaction of Council, all of the obligations imposed upon it under this Agreement; or
- (c) otherwise in accordance with the Act.

8.4 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

8.5 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of 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 Subject Land or relating to any use or development of the Subject Land.

8.6 No waiver

The Parties agree that:

- (a) 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:
 - (i) a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
 - (ii) a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- (b) any delay or omission of any Party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter

8.7 Severability

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.

8.8 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

8.9 Interest on overdue moneys

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020 (Vic)* and any payment made shall be first directed to payment of interest and then the principal amount owing.

8.10 Counterparts, Electronic Signing and Exchange

- (a) This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.
- (b) Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.
- (c) The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000 (Vic)*.

Mortgagee Consent

Commonwealth Bank of Australia as Mortgagee under Instrument of Mortgage No. AU259760K and Instrument of Mortgage No. AT364202T consents to the Owner entering into this

Agreement and agrees to be bound by the terms and conditions of this Agreement.

DocuSigned by:
Kevin Thio

8B4E5AC1C946419...
Signature

06 July 2023 | 08:35 AEST

DATED:

Executed for and on behalf of

Commonwealth Bank of Australia

Executed as a deed

SIGNED on behalf of **MELTON CITY COUNCIL** by
**BLAKE ANGUS, CITY GROWTH AND
DEVELOPMENT** pursuant to an instrument of
delegation dated 8 November 2021 in the presence of:

Signature of delegate

Witness

Valentine Sedze

Print name

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

**Executed by Dahua Group Melbourne
Number 3 Pty Ltd ACN 609 494 840** in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Signature of Director

KEN FAN

Full name (print)

Signature of Director/Company Secretary

LINA ZHANG

Full name (print)



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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| Status | Registered | Dealing Number | AX248776E |
| Date and Time Lodged | 12/09/2023 03:41:41 PM | | |

Lodger Details

| | |
|-------------|-----------------|
| Lodger Code | 18776H |
| Name | HARWOOD ANDREWS |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | 22106815-CPM |

APPLICATION TO RECORD AN INSTRUMENT

| | |
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| Jurisdiction | VICTORIA |
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12263/817
12460/211

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

| | |
|---------------|---------------------|
| Name | MELTON CITY COUNCIL |
| Address | |
| Street Number | 232 |
| Street Name | HIGH |
| Street Type | STREET |
| Locality | MELTON |
| State | VIC |
| Postcode | 3337 |



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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Execution

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

| | |
|-----------------------|---------------------------------|
| Executed on behalf of | MELTON CITY COUNCIL |
| Signer Name | CLARE MARGARET MCKENNA |
| Signer Organisation | THE LANTERN LEGAL GROUP PTY LTD |
| Signer Role | LAW PRACTICE |
| Execution Date | 12 SEPTEMBER 2023 |

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

MELTON CITY COUNCIL
Council

- and -

DAHUA GROUP MELBOURNE NUMBER 3 PTY LTD
ACN 609 494 840
Registered Land Owner

in relation to land at:

365-389 BEATTYS ROAD AND 391-413 BEATTYS ROAD, FRASER RISE, VICTORIA

4AMC:22106815

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

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

THIS AGREEMENT is made the 8th day of September.

PARTIES:

1. **Melton City Council** of 232 High Street, Melton 3337 (Council)
2. **Dahua Group Melbourne Number 3 Pty Ltd ACN 609 494 840** of Level 50, 360 Elizabeth Street, Melbourne, Victoria 3000 (Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. Council issued the Permit allowing “amendments to staged multi lot subdivision and creation of reserves”.
- R.4. Condition 66 of the Permit provides as follows:

Temporary and ultimate access

66. *Prior to the issue of Statement of Compliance for the final stage of development or at an earlier time as directed by the Responsible Authority the Development/Land owner must enter into an agreement under the Section 173 of the Planning and Environment Act 1987 which specifies:*

That the temporary road and ancillaries shall be removed and area reinstated to the satisfaction of Responsible Authority.

That ultimate access connection is constructed to the satisfaction of Responsible Authority

Prior to the Statement of Compliance for the final stage of development or at an earlier time as directed by the Responsible Authority, a bond equivalent to 150% of removing the temporary road, constructing the ultimate access connections to the development and ancillaries must be provided to the satisfaction of the Responsible Authority.

- R.5. This Agreement is entered into between the Council and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 66 of the Permit and to achieve the objectives of planning in Victoria.
- R.6. The Land is subject to registered mortgage instrument nos. AT364202T and AU259760K in favour of Commonwealth Bank of Australia, which mortgagee, as evidenced by its consent on the attestation page, consents to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).

- 1.2. **Action** includes any action, claim, demand, proceeding, damages, loss, liability, expense and cost (including any legal expense).
- 1.3. **Agreed Value** means the total value in Australian Dollars of the works set out in clause 3.1 based on detailed costings to be submitted to Council by the Owner and approved by Council in writing.
- 1.4. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.5. **Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council acting reasonably or other form of security to the satisfaction of Council, in favour of Council, in the amount of 150% of the Agreed Value of the works set out in clause 3.1.
- 1.6. **Council** means Melton City Council in its capacity as:
- 1.6.1. the authority responsible for administering and enforcing the Planning Scheme;
- 1.6.2. the municipal council of Melton within the meaning of the *Local Government Act 2020 (Vic)*,
- and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council
- 1.7. **Current Address for Service**
- 1.7.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
- 1.7.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.
- 1.8. **Current Email Address for Service**
- 1.8.1. for the Council means legalservices@melton.vic.gov.au, or any other email address listed on the website of the Council; and
- 1.8.2. for the Owner means piotr.rutkowski@dahuaaustralia.com.au, or any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.9. **Endorsed Plans** means the plans endorsed and approved by Council from time to time as the plans which form part of the Permit, including the Engineering Plans.
- 1.10. **Engineering Plans** means the detailed engineering plans approved by Council from time to time pursuant to the Permit, being as at the date of this Agreement the detailed engineering plans prepared by Charlton DEGG (Revision H) dated 17 May 2022 and approved by Council on 26 July 2022.
- 1.11. **Land** means the land known as 365-389 Beattys Road and 391-413 Beattys Road, Fraser Rise, being the land described in Certificates of Title Volume 12460 Folio 211 and Volume 12263 Folio 817 and any reference to the Land includes any Lots created by the subdivision of the Land or any part of it.

- 1.12. **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.
- 1.13. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.14. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.15. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.16. **Permit** means planning permit number PA2020/7014/2 issued by Council on 15 January 2021 and amended on 23 November 2021, including the Endorsed Plans and as amended from time to time, or any subsequent permit issued by the Council for the Land.
- 1.17. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.18. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.19. **Stage** means a stage of subdivision of the Land pursuant to the Permit, as shown on the Endorsed Plans.
- 1.20. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).
- 1.21. **Temporary Road and Ancillaries** means the temporary access road and ancillary works from Beattys Road to the Land constructed in accordance with the Engineering Plans.
- 1.22. **Ultimate Access Connection** means the ultimate access connection(s) to the Land to be delivered pursuant to the *Plumpton Precinct Structure Plan, December 2017 (Amended April 2019 and Plumpton and Kororoit Infrastructure Contributions Plan, July 2018 (Amended October 2019))*, as amended from time to time, or any subsequent precinct structure plan and infrastructure contributions plan which are incorporated into the Planning Scheme and apply to the Land.

2. INTERPRETATION

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

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.

- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. **SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner agrees with Council that:

Construction of Ultimate Access Connection and removal of Temporary Road and Ancillaries

- 3.1. Within 6 months of the availability of the Ultimate Access Connection, or such later time as agreed to by Council in writing, acting reasonably, the Owner must:
 - 3.1.1. construct the Ultimate Access Connection in compliance with all applicable laws, permits, design standards, consents and approvals; and
 - 3.1.2. following the construction of the Ultimate Access Connection:
 - 3.1.2.1. remove the Temporary Road and Ancillaries from the Land; and
 - 3.1.2.2. reinstate that part of the Land used for the Temporary Road and Ancillaries;

at its own cost and to the satisfaction of Council, acting reasonably.

Rectification of defects

- 3.2. If requested by Council following an inspection of the Ultimate Access Connection or that part of the Land used for the Temporary Road and Ancillaries, the Owner must at its cost rectify any defects identified by Council as soon as reasonably practicable to the satisfaction of Council, acting reasonably.

Bond

- 3.3. Prior to the issue of a Statement of Compliance for the final Stage, or at an earlier time if directed by Council in writing, the Owner must provide the Bond to Council to secure the Owner's obligations in clauses 3.1 and 3.2.
- 3.4. Council may use the Bond, or any part of it, to undertake works to ensure the fulfilment of the Owner's obligations in clauses 3.1 and 3.2 in the event that:
 - 3.4.1. any of the Owner's obligations in clauses 3.1 and/or 3.2 are not fulfilled to the satisfaction of Council; and
 - 3.4.2. to the extent that any of the Owner's obligations in clause 3.2 are not fulfilled to the satisfaction of Council, the Owner fails to comply with a

written direction from Council to undertake any repair of defects required by Council in accordance with clause 3.2,

provided always that the Bond, or any part of it, is not available to Council unless:

- 3.4.3. Council has provided the Owner with written notice that it is not satisfied the Owner has fulfilled its obligations in clauses 3.1 and/or 3.2 (as the case may be) together with particulars (acting reasonably) and requires the Owner to satisfy those obligations within 14 days of the written notice; and
 - 3.4.4. the Owner has failed to fulfil the obligations set out in the notice issued under clause 3.4.3 within the timeframe stipulated in the notice.
- 3.5. Council will return the Bond, less any monies used by Council in accordance with clause 3.4, at the written request of the Owner once the Owner's obligations in clauses 3.1 and 3.2 have been completed to the satisfaction of Council, acting reasonably.

Liability and indemnity

- 3.6. The Owner is solely responsible for, and shall bear all costs associated with, any loss or damage (including where any Action is made, owed, paid or brought by any third party) associated with, caused by or related to the Temporary Road and Ancillaries, the Ultimate Access Connection and the Owner's obligations under this Agreement; and
- 3.7. The Owner must, on demand, indemnify and hold harmless Council against any loss or damage (including where any Action is made, owed, paid or brought by any third party) associated with, caused by or related to the Temporary Road and Ancillaries, the Ultimate Access Connection and the Owner's obligations under this Agreement.

4. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 4.1. it is the registered proprietor (or entitled to be so) of the Land;
- 4.2. save as shown in the certificate of title to the Land, to the best of the Owner's knowledge, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 4.3. to the best of the Owner's knowledge, neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 4.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 4.5. it will within 28 days of written demand pay to Council, Council's reasonable costs and expenses of and incidental to the:
 - 4.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement;

- 4.5.3. the cancellation or alteration of this Agreement in the Register; and
- 4.5.4. determination of whether any of the Owner's obligations have been undertaken to the reasonable satisfaction of Council or to give consent to anything under this Agreement.
- 4.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 4.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 4.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 4.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

5. FURTHER ASSURANCE

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

6. AMENDMENT

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

7. NO WAIVER

The Parties agree that:

- 7.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
 - 7.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
 - 7.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 7.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

8. NO FETTERING OF POWERS OF COUNCIL

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

9. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

10. NOTICES

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

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;
- 10.2. when delivered by hand; or
- 10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or

11. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement and does not remedy the default within 30 days after receipt of a written notice from Council requesting the default is remedied, it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

12. 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.

13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

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

14. 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.

15. ENTIRE AGREEMENT

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

16. COUNTERPARTS, ELECTRONIC SIGNING AND EXCHANGE

- 16.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.
- 16.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.
- 16.3. The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* (Vic).

17. COMMENCEMENT AND ENDING OF AGREEMENT

- 17.1. This Agreement will commence:
 - 17.1.1. on the date that it bears; or
 - 17.1.2. if it bears no date, on the date it is recorded in the Register.
- 17.2. This Agreement will end:
 - 17.2.1. once the Owner has completed, to the satisfaction of Council, all of the obligations imposed on it under this Agreement;
 - 17.2.2. by agreement between the parties; or
 - 17.2.3. otherwise in accordance with the provisions of the Act.

EXECUTED AS A DEED

SIGNED on behalf of **MELTON CITY COUNCIL** by **BLAKE ANGUS, CITY GROWTH AND DEVELOPMENT** pursuant to an instrument of delegation dated 8 November 2021 in the presence of:



 Signature of delegate



 Witness

Valentine Sedze

 Print name

By witnessing this Agreement, the above witness confirms that either:
 this Agreement was signed physically in their presence; or
 where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic) have been met.

DocuSign Envelope ID: 2001A6F8-34EB-4DB9-840F-9CA4DBF02F1F

- 9 -

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

.....
Director

KEN FAN
.....
Full Name

.....
Level 50, 360 Elizabeth St, Melbourne VIC 3000
.....
Address

Lina Zhang

.....
Director/Secretary

LINA ZHANG
.....
Full Name

.....
Level 50, 360 Elizabeth St, Melbourne VIC 3000
.....
Address

INFORMATION ONLY

MORTGAGEE CONSENT

Commonwealth Bank of Australia as Mortgagee under Instrument of Mortgage No. AT364202T and AU259760K consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 8/9/2023

DocuSigned by:

Kevin Thio

4C8C53AAA4B4475...

Executed for and on behalf of

Commonwealth Bank of Australia



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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| Status | Registered | Dealing Number | AX248804C |
| Date and Time Lodged | 12/09/2023 03:43:17 PM | | |

Lodger Details

| | |
|-------------|-----------------|
| Lodger Code | 18776H |
| Name | HARWOOD ANDREWS |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | 22106816-CPM |

APPLICATION TO RECORD AN INSTRUMENT

| | |
|--------------|----------|
| Jurisdiction | VICTORIA |
|--------------|----------|

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12263/817
12460/211

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

| | |
|---------------|---------------------|
| Name | MELTON CITY COUNCIL |
| Address | |
| Street Number | 232 |
| Street Name | HIGH |
| Street Type | STREET |
| Locality | MELTON |
| State | VIC |
| Postcode | 3337 |



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

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

| | |
|-----------------------|---------------------------------|
| Executed on behalf of | MELTON CITY COUNCIL |
| Signer Name | CLARE MARGARET MCKENNA |
| Signer Organisation | THE LANTERN LEGAL GROUP PTY LTD |
| Signer Role | LAW PRACTICE |
| Execution Date | 12 SEPTEMBER 2023 |

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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|---|-------------------|
| Document Type | Instrument |
| Document Identification | AX248804C |
| Number of Pages (excluding this cover sheet) | 10 |
| Document Assembled | |

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HARWOOD ANDREWS

SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

MELTON CITY COUNCIL
Council

- and -

DAHUA GROUP MELBOURNE NUMBER 3 PTY LTD
ACN 609 494 840
Registered Land Owner

in relation to land at:

365-389 BEATTYS ROAD AND 391-413 BEATTYS ROAD, FRASER RISE, VICTORIA

4AMC:22106816

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

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

THIS AGREEMENT is made the 8th day of September

PARTIES:

1. **Melton City Council** of 232 High Street, Melton 3337
(Council)
2. **Dahua Group Melbourne Number 3 Pty Ltd ACN 609 494 840** of Level 50, 360 Elizabeth Street, Melbourne, Victoria 3000
(Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council as the responsible authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. Council issued the Permit allowing a "Staged multi lot subdivision and creation of reserves in accordance with the endorsed plans."
- R.4. Condition 78 of the Permit provides as follows:

Temporary or Interim Retarding Basins

78. *Prior to the issue of Statement of Compliance for Stages 1 and 6 of the development and to the satisfaction of the Responsible Authority the developer/landowner must enter into an agreement under the Section 173 of the Planning and Environment Act 1987 which specifies:*

- a. *that any temporary or interim retarding basins and ancillary infrastructure shall be maintained by the Developer until the ultimate drainage outfall is fully constructed,*
- b. *that any temporary or interim retarding basins and ancillary infrastructure shall be removed, the land filled, underground drainage connections and ancillary works constructed once the ultimate drainage outfall has been fully built.*

An application must be made to the Registrar of Titles to register this 173 Agreement on the title to the land under Section 181 of the Act.

The developer/owner must pay all costs of the preparation, execution and registration of this agreement.

- R.5. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 78 of the Permit and to achieve the objectives of planning in Victoria.
- R.6. The Land is subject to registered mortgage numbers AT364202T and AU259760K in favour of Commonwealth Bank of Australia, which Mortgagee, as evidenced by its consent on the attestation page, consents to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Action** includes any action, claim, demand, proceeding, damages, loss, liability, expense and cost (including any legal expense).
- 1.3. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.4. **Ancillary Infrastructure** means any infrastructure ancillary to the Temporary Retarding Basin.
- 1.5. **Ancillary Works** means any works ancillary to any Underground Drainage Connections.
- 1.6. **Council** means:
- 1.6.1. Melton City Council as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority for the Planning Scheme; and
- 1.6.2. the municipal council of Melton within the meaning of the *Local Government Act 2020* (Vic).
- 1.7. **Current Address for Service**
- 1.7.1. for the Responsible Authority means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
- 1.7.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.
- 1.8. **Current Email Address for Service**
- 1.8.1. for the Council means legalservices@melton.vic.gov.au, or any other email address listed on the website of the Council; and
- 1.8.2. for the Owner means piotr.rutkowski@dahuaaustralia.com.au, or any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.9. **Drainage Scheme** means the Melbourne Water Drainage Scheme known as the Olive Grove DS, or any equivalent successor drainage scheme which applies to the Land from time to time.
- 1.10. **Endorsed Plans** means the plans endorsed or approved by Council from time to time as the plans which form part of the Permit, copies of which are available upon request to Council.
- 1.11. **Land** means the land known as 365-389 Beattys Road and 391-413 Beattys Road, Fraser Rise, being the land described in Certificates of Title Volume 12460 Folio 211 and Volume 12263 Folio 817, respectively, and any reference to the Land includes any Lots created by the subdivision of the Land or any part of it.
- 1.12. **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.

- 1.13. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.14. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under Clause 3.
- 1.15. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.16. **Permit** means planning permit number PA2020/7014/2 issued by Council on 15 January 2021 and amended on 23 November 2021, including the Endorsed Plans and as amended from time to time, or any subsequent permit issued by the Council for the Land.
- 1.17. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.18. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.19. **Temporary Retarding Basin** means the retarding basin built on a temporary and interim basis and constructed in accordance with the Endorsed Plans.
- 1.20. **Ultimate Drainage Outfall** means the drainage outfall that is constructed on the Land in accordance with the Drainage Scheme.
- 1.21. **Underground Drainage Connections** means the underground drainage connections to the Ultimate Drainage Outfall constructed in accordance with the Endorsed Plans.

2. INTERPRETATION

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

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.

- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner acknowledges, covenants and agrees with the Council that:

Maintenance

- 3.1. Until such time as the Ultimate Drainage Outfall is fully constructed and operational to the satisfaction of Council, acting reasonably, the Owner must at its cost maintain the Temporary Retarding Basin and Ancillary Infrastructure (including fencing) on the Land in good order, condition and repair to the reasonable satisfaction of Council; and
- 3.2. If requested by Council following an inspection of the Temporary Retarding Basin and Ancillary Infrastructure on the Land, the Owner must at its cost rectify any defects identified by Council as soon as reasonably practicable to the satisfaction of Council, acting reasonably.

Removal of Temporary or Interim Retarding Basins and Ancillary Infrastructure

- 3.3. Within 3 months of completion and operation of the Ultimate Drainage Outfall to the satisfaction of Council, the Owner must at its cost:
- 3.3.1. remove the Temporary Retarding Basin and Ancillary Infrastructure from the Land;
- 3.3.2. fill any part of the Land used for the Temporary Retarding Basin and Ancillary Infrastructure; and
- 3.3.3. construct the Underground Drainage Connections and Ancillary Works,
- to the satisfaction of Council, acting reasonably.

Access to Land

- 3.4. The Owner must allow Council to access the Land at any time for the purpose of:
- 3.4.1. inspecting the Temporary Retarding Basin and Ancillary Infrastructure; and/or
- 3.4.2. in the event the Owner fails to comply with Clauses 3.1, 3.2 or 3.3 of this Agreement, to carry out any necessary maintenance, repair, replacement or removal of the Temporary Retarding Basin and Ancillary Infrastructure on the Land at the Owner's cost,
- provided, however, that Council must take all reasonable steps to limit the extent of any interference with the Owner's use and development activities occurring on the Land; and
- 3.5. Council has an unfettered right to access the Land in accordance with Clause 3.4 of this Agreement and is not required to obtain prior approval from the Owner to do so.

Liability and Indemnity

- 3.6. The Owner is solely responsible for, and shall bear all costs associated with, any loss or damage (including where any Action is made, owed, paid or brought by any third party) associated with, caused by or related to the Temporary Retarding Basin and Ancillary Infrastructure and the Owner's obligations under this Agreement; and
- 3.7. The Owner must, on demand, indemnify and hold harmless Council against any loss or damage (including where any Action is made, owed, paid or brought by any third party) associated with, caused by or related to the Temporary Retarding Basin and Ancillary Infrastructure and the Owner's obligations under this Agreement.

4. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 4.1. it is the registered proprietor (or entitled to be so) of the Land;
- 4.2. save as shown in the certificate of title to the Land, to the best of the Owner's knowledge, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 4.3. to the best of the Owner's knowledge, neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 4.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 4.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 4.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement;
 - 4.5.3. the cancellation or alteration of this Agreement in the Register; and
 - 4.5.4. determination of whether any of the Owner's obligations have been undertaken to the reasonable satisfaction of Council or to give consent to anything under this Agreement;
- 4.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 4.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 4.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 4.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

5. FURTHER ASSURANCE

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

6. AMENDMENT

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

7. NO WAIVER

The Parties agree that:

- 7.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
 - 7.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
 - 7.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 7.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

8. NO FETTERING OF POWERS OF COUNCIL

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

9. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

10. NOTICES

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

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;
- 10.2. when delivered by hand; or
- 10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

11. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement and does not remedy the default within 30 days after receipt of a written notice from Council requesting the default is remedied, it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

12. 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.

13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

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

14. 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.

15. ENTIRE AGREEMENT

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

16. COUNTERPARTS, ELECTRONIC SIGNING AND EXCHANGE

16.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.

16.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.

16.3. The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* (Vic).

17. COMMENCEMENT AND ENDING OF AGREEMENT

17.1. This Agreement will commence:

17.1.1. on the date that it bears; or

17.1.2. if it bears no date, on the date it is recorded in the Register.

17.2. This Agreement will end:

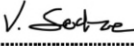
- 17.2.1. once the Owner has completed, to the satisfaction of Council acting reasonably, all of the obligations imposed on it under this Agreement; or
- 17.2.2. by agreement between the parties; or
- 17.2.3. otherwise in accordance with the provisions of the Act.

EXECUTED AS A DEED

SIGNED on behalf of **MELTON CITY COUNCIL** by **BLAKE ANGUS, CITY GROWTH AND DEVELOPMENT** pursuant to an instrument of delegation dated 8 November 2021 in the presence of:



 Signature of delegate



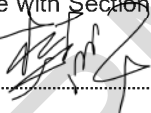
 Witness

Valentine Sedze

 Print name

- By witnessing this Agreement, the above witness confirms that either:
- this Agreement was signed physically in their presence; or
 - where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

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




 Director

KEN FAN

 Full Name

Level 50, 360 Elizabeth St, Melbourne VIC 3000

 Address



 Director/Secretary

LINA ZHANG

 Full Name

Level 50, 360 Elizabeth St, Melbourne VIC 3000

 Address

MORTGAGEE CONSENT

Commonwealth Bank of Australia as Mortgagee under Instrument of Mortgage Nos. AT364202T and AU259760K consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 8/9/2023

DocuSigned by:
Kevin Thio
137DB5BA97D9465...

Executed for and on behalf of

Commonwealth Bank of Australia

INFORMATION ONLY

Property Clearance Certificate

Land Tax



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

| | |
|------------------------|--------------------|
| Your Reference: | 88360437:129779118 |
| Certificate No: | 92065226 |
| Issue Date: | 02 JUL 2025 |
| Enquiries: | ESYSPROD |

Land Address: 27 TURNING LOOP FRASER RISE VIC 3336

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 50685852 | 229 | 901972 | 12547 | 285 | \$975.00 |

Vendor: DYLAN PIERIAS
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total | |
|------------------|-------------------------|------------------|------------------|--------|----------|
| MR DYLAN PIERIAS | 2025 | \$205,000 | \$975.00 | \$0.00 | \$975.00 |


Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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): | \$205,000 |
| SITE VALUE (SV): | \$205,000 |
| CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: | \$975.00 |

Notes to Certificate - Land Tax

Certificate No: 92065226

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 = \$975.00

Taxable Value = \$205,000

Calculated as \$975 plus (\$205,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,050.00

Taxable Value = \$205,000

Calculated as \$205,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 92065226

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 92065226

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



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

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference: 88360437:129779118

Certificate No: 92065226

Issue Date: 02 JUL 2025

Enquires: ESYSPROD

Land Address: 27 TURNING LOOP FRASER RISE VIC 3336

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 50685852 | 229 | 901972 | 12547 | 285 | \$0.00 |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment |
|-------|---------------------------|----------------|-------------------------------------|--|
| 100 | 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: | \$205,000 |
| SITE VALUE: | \$205,000 |
| CURRENT CIPT CHARGE: | \$0.00 |

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92065226

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



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

Your Reference: 88360437:129779118

Certificate No: 92065226

Issue Date: 02 JUL 2025

Land Address: 27 TURNING LOOP FRASER RISE VIC 3336

| Lot | Plan | Volume | Folio |
|-----|--------|--------|-------|
| 229 | 901972 | 12547 | 285 |

Vendor: DYLAN PIERIAS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92065226

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: 92065226

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 92065226

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

FORM 2

BUILDING ACT 1993

Building Regulations 2018

Regulation 37(1)

BUILDING PERMIT

BUILDING PERMIT No.: 4394028167752

Issued To

Owner/Agent of owner: Maple Living Homes Pty Ltd ACN/ARBN: 68 633 324
Postal address: 16/217 Mickleham Road WESTMEADOWS VIC 3049 Email: maria.s@mapleliving.com.au
Contact person: Maria Saladino Mobile/Telephone: 0438 705 420
Address for serving or giving of documents: 16/217 Mickleham Road WESTMEADOWS VIC 3049

Ownership Details

Owner: Dylan Pierias ACN/ARBN:
Postal address: 12 Axis Avenue FRASER RISE VIC 3336 Email: pieriasdylan@gmail.com
Contact person: Dylan Pierias Mobile/Telephone: 0402 227 311

Property Details

Number **27** Street/Road **Turning Loop** Suburb/Town **FRASER RISE** Postcode **3336**
Lot/s **229** LP/PS **PS901972M** Volume **12547** Folio **285**
Crown Allotment Section Parish County
Municipal District: **Melton Shire Council**

Builder

Name: Maple Living ACN: 68 633 324
Address: 16/217 Mickleham Road WESTMEADOWS VIC 3049
Building practitioner registration no: CDB-U 63903
Telephone: 0438 705 420

Natural person for service of directions, notices and orders

Name: Raymond Wardan
Address: 16/217 Mickleham Road WESTMEADOWS VIC 3049
Telephone: 0438 705 420

Building practitioners or architects engaged to prepare documents for this permit:

who were engaged to prepare documents forming part of the application for this permit:

| Type | Registration Number | Name | Company |
|----------------|---------------------|---------------|----------------|
| Civil Engineer | PE0002679 | Anthony Leily | Engpro Pty Ltd |

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is VMIA, policy number C893189.
Policy cover: \$330,690

Details of Relevant Planning Permit

Planning Permit No.: N/A

Nature of Building Work

Construction of a Double storey dwelling and garage
Version of BCA applicable to permit: NCC 2022 Volume 2
Stage of building work permitted: All
Total floor area of new building work: 17m²
Cost of building work: \$330,690

Building Classification

| BCA Class | Nature of work | Part |
|-----------|----------------|----------|
| 1a(ii) | New Building | Dwelling |
| 10a | New Building | Garage |

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

Occupation or Use of building:

An Occupancy Permit is required prior to the occupation or use of this building.

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

Commencement and completion:

This building work must commence by: **17/07/2025**

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

This building work must be completed by: **17/07/2026**

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

Inspection requirements

The mandatory notification stages are:

1. Bored piers
2. Preslab - Base
3. Prior to pouring any in situ concrete - Reinforcement
4. Frame
5. Final

Conditions of Approval:

This permit is subject to the following conditions:

- Prior to booking a **frame inspection**, the builder must provide a copy of the truss manufacturer specifications, computations and layout plan for the roof and walls to the relevant building surveyor for approval.

Relevant Building Surveyor

Name: Phat Lam Building Practitioner registration no.: BS - U 16991
Council name: Melton Shire Council
Permit no: 4394028167752

Signature:



Date of Issue of Permit: 17/07/2024

NOTES

1. Under regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Under regulation 43 a building practitioner registered under Part 11 of the Act who is, or is to be, specified as the builder in the building permit, must notify the owner of a building or land to which the building permit relates and the relevant building surveyor within 14 day after any change in the name or address of the building practitioner specified in this permit. The penalty for non-compliance is 10 penalty units.
3. Under regulation 41 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include only building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16 000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.
6. Prior to the frame inspection the builder/owner must submit three copies of the manufacture's truss computations and layout to the Relevant Building Surveyor for approval.

7. It is the responsibility of the property owner to ensure that they conform with any restrictive covenants and/or agreement (section 173 Planning and Environment Act 1987).
9. Councils have local laws requiring permits and payments for Asset Protection program which is designed to ensure that council's assets such as footpaths, kerb and drains and environment are protected from damage as a result of building and construction activities. The owner/builder is responsible to comply with any applicable Council Local Laws which may affect the development. Contact your local council for more information.
10. In accordance with section 25A of the Building Act 1993 a notice to building surveyor of changes.
 - (1) If a building permit has been issued in respect of building work to be carried out by a building practitioner or an insured architect and subsequently the engagement of the building practitioner or architect ends, that building practitioner or architect and the owner of the building or land in respect of which the permit is issued must, within 14 days after that engagement ends, each give the relevant building surveyor written notice of the ending of that engagement.
Penalty: 50 penalty units.
 - (2) If a building permit has been issued in respect of building work and subsequently a building practitioner or insured architect is engaged to carry out the building work, the owner of the building or land in respect of which the permit is issued must, within 14 days after that engagement, give the relevant building surveyor written notice of the engagement including details of—
 - (a) the building practitioner's registration under this Act; or
 - (b) the architect's registration under the Architects Act 1991.Penalty: 50 penalty units.
 - (3) A builder who is engaged to carry out domestic building work after a building permit is issued in respect of the building work must, within 14 days after that engagement, give the relevant building surveyor written notice of the engagement including details of the required insurance by which the builder is covered.
Penalty: 50 penalty units.

OCCUPANCY PERMIT

Property Details: Lot: 229 27 Turning Loop FRASER RISE VIC 3336

| | | | | | | | |
|------------------|-----|----------|-----------|---------|-------|---------|-----|
| Lot/s: | 229 | LP/PS: | PS901972M | Volume: | 12547 | Folio: | 285 |
| Crown Allotment: | | Section: | | Parish: | | County: | |

Municipal District: Melton Shire Council

Building permit details:

Building permit number: 4394028167752

Version of BCA applicable to building permit: NCC 2022 Volume 2

| Building to which permit applies | Permitted Use | BCA Class of Building |
|---|---------------|-----------------------|
| Dwelling | Dwelling | 1a(ii) |
| Garage | Garage | 10a |
| Maximum permissible floor live load 1.5 Kpa | | |

Suitability for Occupation

The building or place of public entertainment or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name: Phat Lam Building Practitioner registration no.: BS - U 16991

Signature: 

Date of Issue: 11 April 2025

Municipal district/council name: Melton Shire Council

Occupancy Permit No.: 4394028167752

Date of Final Inspection: 11/04/2025

Domestic Building Insurance

Certificate of Insurance

Dylan Pierias**12 Axis Ave
FRASER RISE
VIC 3336**

Policy Number:

C893189

Policy Inception Date:

03/07/2024

Builder Account Number:

216136

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

Policy Schedule Details

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

At the property: **27 Turning Loop FRASER RISE VIC 3336 Australia**

Carried out by the builder: **MAPLE LIVING HOMES PTY LTD**

Builder ACN: **633324928**

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

For the building owner(s): **Dylan Pierias**

Pursuant to a domestic building contract dated: **22/08/2023**

For the contract price of: **\$ 330,690.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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



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

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

Period of Cover

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

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

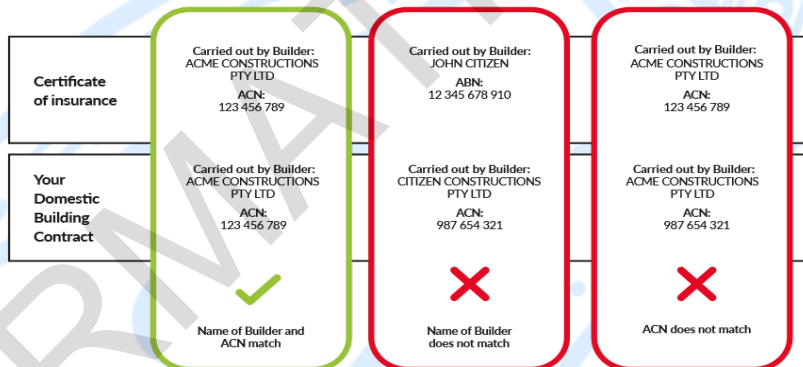
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

| | |
|-------------------|-------------------|
| Base DBI Premium: | \$2,471.00 |
| GST: | \$247.10 |
| Stamp Duty: | \$244.63 |
| Total: | \$2,962.73 |

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some examples of what to look for



From www.planning.vic.gov.au at 03 July 2025 11:45 AM

PROPERTY DETAILS

Address: **27 TURNING LOOP FRASER RISE 3336**
Lot and Plan Number: **Lot 229 PS901972**
Standard Parcel Identifier (SPI): **229\PS901972**
Local Government Area (Council): **MELTON**
Council Property Number: **1049378**
Planning Scheme: **Melton**
Directory Reference: **Melway 355 J2**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Note

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

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

Planning Zones

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

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



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

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

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

Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 \(ICO1\)](#)



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](#)



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

Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 3 July 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

4th Instalment Notice Rates & Charges

For the period 1 July 2024 to 30 June 2025

2024/2025

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

A.B.N 22 862 073 889



Date of Issue: 28/04/2025

Mr D Pierias
Unit 106a
86 Centenary Drive
STRATHFIELD NSW 2135

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

Assessment Number

1049378

Arrears Amount

Due

Pay this amount

\$247.59

Not later than

31/05/2025

Property Location 27 Turning Loop FRASER RISE VIC 3336
Description LOT 229 PS 901972M V/F 12547/285

Ward

JACKWOOD

Capital Improved Value
\$205,000

Site Value
\$205,000

Net Annual Value
\$10,250

PRESCRIBED DATE OF VALUATION:

01/01/2024

EFFECTIVE DATE OF VALUATION:

01/07/2024

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

Fourth Instalment Amount

\$247.59

1st Instalment 30/09/2024

2nd Instalment 30/11/2024

3rd Instalment 28/02/2025

4th Instalment 31/05/2025
\$247.59

Total Balance

\$247.59

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.
001010493789



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*330000010493789

ASSESSMENT NUMBER 1049378

RATE PAYER Mr D Pierias

PROPERTY LOCATION 27 Turning Loop FRASER RISE VIC 3336



Scan here to pay

Amount Payable

\$247.59



GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

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

D773ABA09R



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 Fire Services Property Levy.

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 fire services levy. Interest will still be charged on overdue amounts.

Fire services property levy

The owner(s) of rateable land under the Fire Services property Levy 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 Fire Services Levy can also apply for a waiver or deferral. Further information is available at firelevy.vic.gov.au

Are you a pensioner?

Council offers rates assistance for pensioners of \$90.00 in addition to a \$259.50 (maximum) State Government rebate and \$50.00 fixed rebate for the Fire Services Property Levy. 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 Fire Service Levies or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.

| | | |
|--------------------------------------|-----------|--|
| General Rate | 0.0022079 | |
| Vacant Land | 0.0033119 | |
| Extractive Industry Land | 0.0063588 | |
| Commercial/Industrial Developed Land | 0.0035326 | |
| Commercial/Industrial Vacant Land | 0.0044158 | |
| Retirement Village Land | 0.0018767 | |
| Rural Living Land | 0.0019871 | |
| Rural Land | 0.0015897 | |
| Urban Growth Land | 0.0016559 | |

Rate cap

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

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

PAYMENT METHODS

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





MR DYLAN PIERIAS
6 CHEADLE STREET
FULHAM GARDENS SA 3336

Our reference: 7159620342521

Phone: **13 28 66**

7 June 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello DYLAN,

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

| | |
|------------------------------|----------------------------|
| Notice number | 2411072879718 |
| Vendor name | DYLAN PIERIAS |
| Clearance Certificate Period | 7 June 2025 to 9 June 2026 |

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR'S STATEMENT

Property:
27 Turning Loop FRASER RISE VIC 3336

Sargeants Conveyancing

PO Box 3442
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201

Email: admin@sargeantscs.com.au

Ref: 25/6511