

We Know Conveyancing



CONTRACT OF SALE

Vendor: MOHAMMED AJAZ YOUSUF and JAVERIA TABASSUM
Property: 16 Sommeville Drive, Roxburgh Park VIC 3064

Prepared By:
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VIC

Property: 16 Sommeville Drive, Roxburgh Park

As per the new legislation we enclose a GST Withholding Notice for you and your client's attention.

Our Client, MOHAMMED AJAZ YOUSUF and JAVERIA TABASSUM, confirms the Purchaser, **IS NOT** required to remit any GST to the ATO pursuant to the GST Withholding clause in the Contract of Sale dated .

GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

Property Details

| | |
|------------------|---|
| Property Type | Residential Dwelling |
| Property Address | 16 Sommeville Drive, Roxburgh Park VIC 3064 |
| Lot and Plan | 1785 PS343808K |
| Volume and Folio | 10314/450 |

Vendor Details

| | |
|-------------------|---|
| Vendors Full Name | MOHAMMED AJAZ YOUSUF and JAVERIA TABASSUM |
| Vendor ABN | |

Transaction Details

| | |
|------------------------|-------------------|
| Purchase Price | \$ |
| GST Withholding amount | No amount payable |

Vendor's Signature _____

Date _____

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 16 Sommeville Drive, Roxburgh Park VIC 3064

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing MOHAMMED AJAZ YOUSUF and JAVERIA TABASSUM

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 primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A) **Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

PARTICULARS OF SALE

REAL ESTATE AGENT: Harcourts Rata & Co

Tel: 03 9465 7766
Email: sold@rataandco.com.au

VENDOR: MOHAMMED AJAZ YOUSUF and JAVERIA TABASSUM

VENDOR'S
REPRESENTATIVE: WE KNOW CONVEYANCING
Contact Person – Jatin Dewan
Ph: 03 9430 1120
Email: jatin@weknowconveyancing.com.au
Office: 18 Belair Avenue, Glenroy, VIC - 3046
Ref: 23:6587:AJAZ YOUSUF

PURCHASER: Name/s:
.....
Address:

PURCHASER'S
REPRESENTATIVE: Name:
Address:
Tel: Email:

STREET ADDRESS: 16 Sommeville Drive, Roxburgh Park VIC 3064
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and
 contained only within the land described in Lot 1785 on PS343808K.
 Certificate of Title VOLUME: 10314 FOLIO: 450

CHATTELS: All fixtures, floor coverings, electric light fittings and window furnishings as
inspected.

PRICE: \$ _____

DEPOSIT: \$ _____ PAYABLE BY ___/___/___ OF WHICH
\$ _____ HAS BEEN PAID.

BALANCE: \$ _____

SETTLEMENT/PAYMENT OF BALANCE
is due on ___/___/___
(general condition 10)
being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the
date upon which vacant possession / or receipts of the rents and profits of the
property and chattels shall be given, namely upon acceptance of Title and
payment of the whole of the purchase price, unless the land is a lot on an
unregistered plan of subdivision, in which case settlement is due on the later
of:

- the above date; or
- 14 days after the purchaser's representative has been notified of the registration of the Plan of Subdivision; or
- 14 days after the purchaser's representative has been notified of the issuing of the certificate of occupancy or certificate of completion

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

GST (refer to general condition 13)

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

If this is a sale of a 'farming business' or a 'going concern' then write the words '**farming business**' or '**going concern**' in this box.

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

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

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

If this contract is intended to be a terms contract within the meaning of the **Sale of And Act 1962** then write the words '**terms contract**' in this box.

and refer to general condition 23 and add any further provisions by way of special conditions.

Encumbrances

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount: \$

Approval date:

Off the Plan Concession

FOR OWNER OCCUPIER ONLY

Apportionment for Price and Land and Home- Fixed Percentage Method

The Vendor and the Purchaser agree that the Price is apportioned as follows:

| Class of building | Fixed % building works component |
|---|----------------------------------|
| <input type="checkbox"/> Single lot freestanding | 45% |
| <input type="checkbox"/> Multi-lot low rise up to and including three storeys | 80% |
| <input type="checkbox"/> High rise | 75% |

$$\begin{array}{rclcl}
 \text{Contract price including GST} & \times & \text{\% of building works component} & \text{Equals} & \text{100\% building works components} \\
 \$ \boxed{} & \times & \boxed{} & \% = \$ & \boxed{} \\
 \text{From (1) above} & & \text{From (2) above} & &
 \end{array}$$

Actual % of construction works completed after the contract %

$$\begin{array}{rclcl}
 \text{100\% building Deemed construction costs after the contract} & \times & \text{works component} & \text{Deemed \% con} & \text{Equals} & \text{rks} \\
 \$ \boxed{} & \times & \boxed{} & \% & = & \$ \boxed{} \\
 \text{From (3) above} & & \text{Please round up, ie 60\&, 70\%} & & &
 \end{array}$$

Deemed percentage construction works after contract, is the rounded up percentage (up to the next 10 per cent increment) of construction to be completed after the contract date. For example, if 63 per cent of the construction is still to be completed after the date the contract was signed, then the rounded up percentage would be 70 per cent. If no construction has commenced, then it would be 100 per cent.

$$\begin{array}{rcl}
 \text{The contract price (total price paid including GST)} & & \$ \boxed{} \\
 \text{From (1) above} & & \\
 \text{Less the cost of construction occurring after the contract including GST} & \text{less} & \$ \boxed{} \\
 \text{From (5) above} & & \\
 \text{The dutiable value for the lot} & \text{Equals} & \$ \boxed{}
 \end{array}$$

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

- 7. Release of security interest**
- 7.1** This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land 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 or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

- 16. Time**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
- 20. Guarantee**
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. Notices**
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. Inspection**
- The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- 23. Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

Special Conditions

1

1A Acceptance of title

General condition 12.4 is added:

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

1B Foreign resident capital gains withholding

*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.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 special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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 in this special condition; and
 - (b) ensure that the representative does so.
- 1B.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 special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing

EC

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3 Planning Schemes

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

4 No representations

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

5 Dwelling

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

6 Deposit

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

7 Auction

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

8 Guarantee

If a company purchases the property:

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

9 FIRB Approval

- 9.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 9.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 9.3 This warranty and indemnity do not merge on completion of this contract.

10. Solar Panels

The Vendor make 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 or repair, fitness for purpose, their in-put, 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. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

11. Goods

The Purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The Purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

12. Cancellation and Re-Scheduling of Settlement

The Purchaser will be liable for payment of the Vendor's costs associated with cancellation and or re-scheduling of settlement. The Purchaser will be liable for \$220.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the Purchaser's representative.

13. Plan of Subdivision (If Applicable)

Settlement Date shall be on the date noted on the Contract of Sale OR within 14 days of approval of the Plan of Subdivision by the Registrar of Titles OR within 14 days of the Purchaser receiving the Certificate of Occupancy, whichever is the latter.

If the Plan of Subdivision is not registered within eighteen (18) months after the day of sale, either the Purchaser or the Vendor may after the expiration of that eighteen (18) months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.

The Vendor reserves the right to make alteration to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the Purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, occupation or otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.

Words used in this special condition that are defined in the Building Act 1993 ("the Act") have the same meaning as is given to them by the Act.

The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of Titles.

14. Windfall Gains Tax (If Applicable)

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

GUARANTEE

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or 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 as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

SIGNED SEALED AND DELIVERED

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.....)



VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR MOHAMMED AJAZ YOUSUF and JAVERIA TABASSUM
LAND BEING SOLD That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 10314 Folio: 450 and known as

STREET ADDRESS 16 Sommeville Drive, Roxburgh Park VIC 3064

IMPORTANT NOTICES TO PURCHASERS

MATTERS RELATING TO LAND USE - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

a) Description: As attached.

b) Particulars of any existing failure to comply with their terms are: - **None to the Vendor's knowledge**
However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is not** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme: Hume City Council Planning Scheme

The responsible authority is: Hume City Council

Zoning and/or Reservation: Refer to property report below

Name of Planning overlay: Refer to property report below

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

FINANCIAL MATTERS IN RESPECT OF THE LAND- Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$5000**

1. Hume City Council
2. Yarra Valley Water
3. Owners Corporation details (if applicable)
4. State Revenue Office Land Tax (if applicable)

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- Owners Corporation (if applicable) special levies
- Land Tax if the property is not exempt as your principal place of residence
- Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

NON- CONNECTED SERVICES – The following services are not connected to the land:

Sewerage

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

INFORMATION RELATING TO ANY OWNERS CORPORATION-

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

EVIDENCE OF TITLE- Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
 - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
 - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
 - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
 - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - II. If the later plan has not yet been certified, a copy of the latest version of the plan

BUILDING PERMITS- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

No such building permit has been granted to the Vendor's knowledge.

INSURANCE DETAILS IN RESPECT OF THE LAND- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

NOTICES MADE IN RESPECT OF LAND- Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

VENDOR'S STATEMENT- I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold We Know Conveyancing responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by We Know Conveyancing.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT

DAY OF

20

Signature/s of Vendor/s

PURCHASER'S ACKNOWLEDGEMENTS-

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by We Know Conveyancing as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT

DAY OF

20

Signature/s of Purchaser/s

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 the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (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.

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

Page 1 of 1

VOLUME 10314 FOLIO 450

Security no : 124109628796T
Produced 09/10/2023 02:54 PM

LAND DESCRIPTION

Lot 1785 on Plan of Subdivision 343808K.
PARENT TITLE Volume 10266 Folio 477
Created by instrument PS343808K 29/01/1997

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MOHAMMED AJAZ YOUSUF
JAVERIA TABASSUM both of 16 SOMMERVILLE DRIVE ROXBURGH PARK VIC 3064
AE423456P 20/06/2006

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW828250W 15/05/2023
SANDHURST TRUSTEE LTD

COVENANT U699157P 27/03/1997

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
U538291W 05/12/1996

DIAGRAM LOCATION

SEE PS343808K 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: 16 SOMMEVILLE DRIVE ROXBURGH PARK VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 15/05/2023

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PLAN OF SUBDIVISION

Stage No.

LTO use only

Plan Number

EDITION

PS 343808K

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/in Favour Of |
|--------------------|--|----------------|---|--|
| E-1 | Transmission of Electricity | See Diag. | D270447 | S.E.C.V. |
| E-2 | Drainage pipelines or Ancillary purposes | See Diag. | This Plan - Section 61 Water Industry Act 1994 | Yarra Valley Water Ltd ACN. 066 902 501 |
| E-2 | Sewerage | See Diag. | This Plan | Yarra Valley Water Ltd ACN. 066 902 501 |
| E-3 | Transmission of Electricity | 35-05 | H233359 | S.E.C.V. |
| E-4 | Drainage & Sewerage | 2 | This Plan | Land in this plan |
| E-4 | Sewerage | 2 | This Plan | Yarra Valley Water Ltd ACN. 066 902 501 |
| E-5 | Drainage & Sewerage | 3 | This Plan | Land in this plan |
| E-5 | Sewerage | 3 | This Plan | Yarra Valley Water Ltd ACN. 066 902 501 |
| E-6 | Drainage pipelines or Ancillary purposes | 4 | This Plan - Section 61 Water Industry Act 1994 | Yarra Valley Water Ltd ACN. 066 902 501 |
| E-6 | Sewerage | 4 | This Plan | Yarra Valley Water Ltd ACN. 066 902 501 |
| E-6 | Drainage & Sewerage | 4 | PS 325542A | Land in PS 325542A |
| E-6 | Sewerage | 4 | PS 325542A | Melbourne Water Corporation |
| E-7 | Transmission of Electricity | See Diag. | D270447 | S.E.C.V. |
| E-7 | Pipeline | See Diag. | PS 322016P | Melbourne Water Corporation |
| E-7 | Carriageway | See Diag. | <i>This Plan</i> | CVT Vol 0223 Fol 359 (Lot A PS 347153N) |
| E-10 | Drainage & Sewerage | See Diag. | PS 325542A | Land in PS 325542A |
| E-10 | Sewerage | See Diag. | PS 325542A | Melbourne Water Corporation |
| E-11 | Pipeline | See Diag. | PS 322016P | Melbourne Water Corporation |
| E-11 | Carriageway | See Diag. | PS 337996Q | Land in PS 337996Q |
| E-11 | Carriageway | See Diag. | <i>This Plan</i> | CVT Vol 0223 Fol 359 (Lot A PS 347153N) |
| E-12 | Powerline | 1-50 | This Plan - Section 44 of the Electricity Industry Act 1993 | Solaris Power Ltd ACN 064 651 083 |
| E-13 | Drainage & Sewerage | 2 | PS 327328R | Land in PS 327328R |
| E-13 | Pipelines or Ancillary purposes | 2 | PS 327328R Section 61 Water Industry Act 1994 | Yarra Valley Water Ltd ACN. 066 902 501 |
| E-14 | Powerline | See Diag | This Plan - Section 44 of the Electricity Industry Act 1993 | Solaris Power Ltd ACN 064 651 083 |
| E-15 | Party Wall | 0.13 | X788391G | The Relevant Abutting Lot on This Plan |
| E-16 | Party Wall | 0.17 | X788391G | The Relevant Abutting Lot on This Plan |
| E-17 | Party Wall | 0.12 | X788391G | The Relevant Abutting Lot on This Plan |

Sheet 2 of 11 Sheets



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Stage No

Plan Number

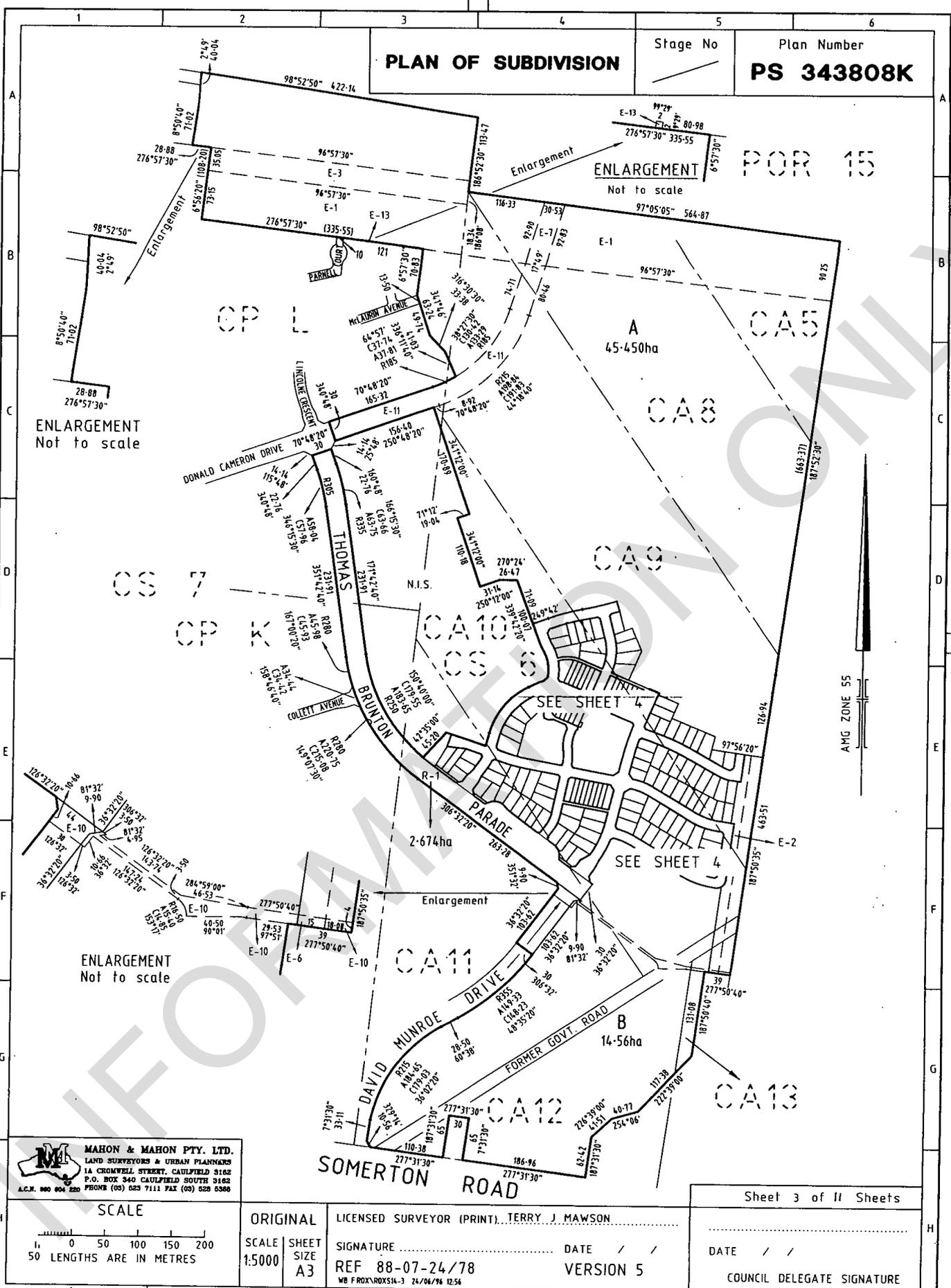
PS 343808K

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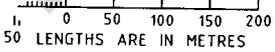
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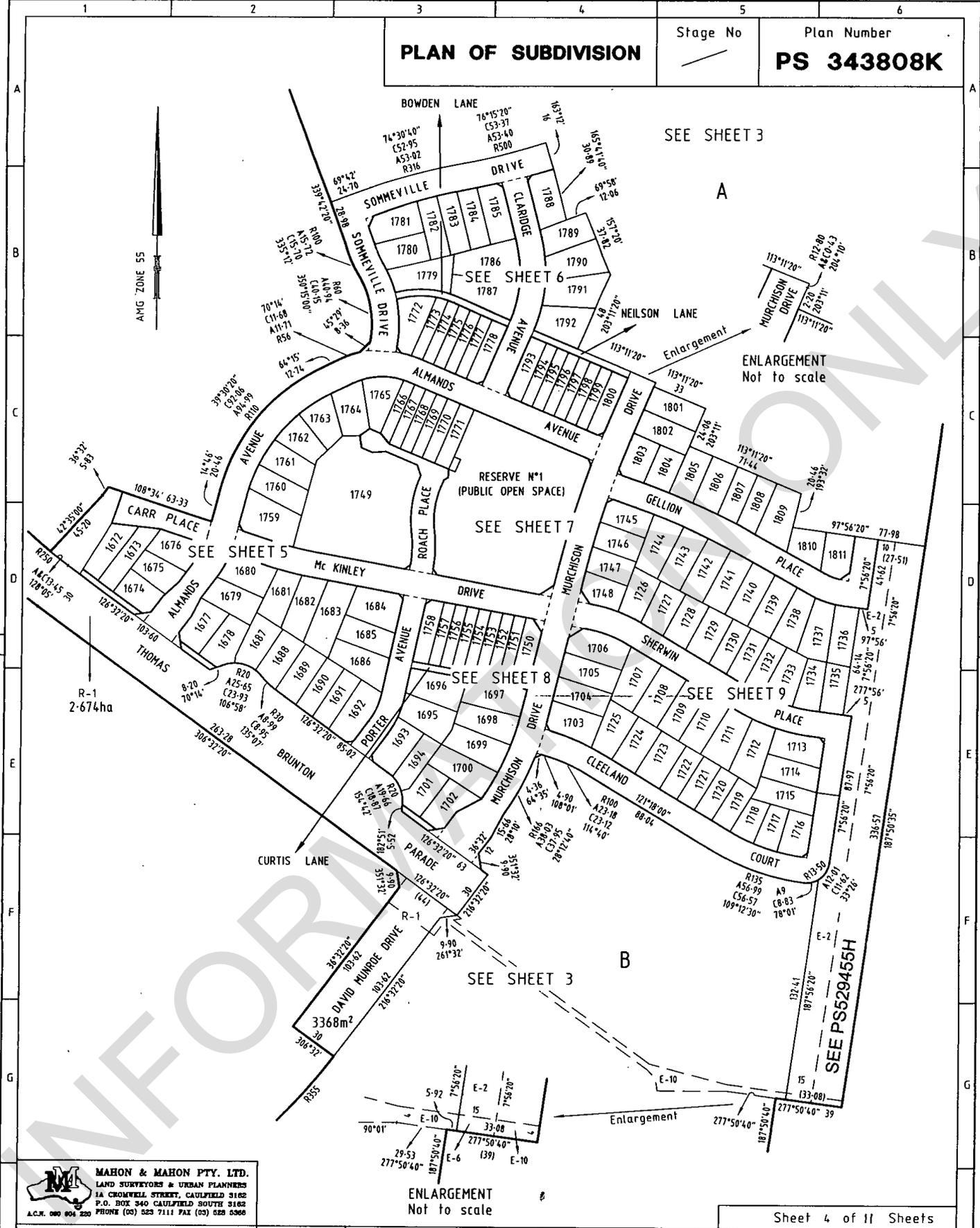
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PLAN OF SUBDIVISION

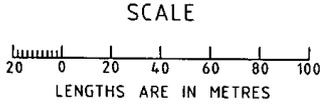
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PS 343808K



SEE SHEET 3

AVENUE

1764

1763

1762

1761

1760

1759

1749

SEE SHEET 7

CARR PLACE

1672

1673

1675

1674

ALMONDS

1680

1679

1677

1678

1687

1688

1689

KINLEY DRIVE

1681

1682

1683

1688

1689

1690

SEE SHEET 8

THOMAS

BRUNTON

PARADE

RESERVE N°3 (PLANTATION RESERVE) 14.6m²

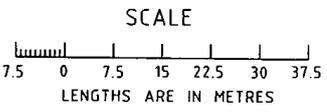
RESERVE N°4 (PLANTATION RESERVE) 82m²

RESERVE N°2 (PUBLIC OPEN SPACE) 867m²

SEE SHEET 3

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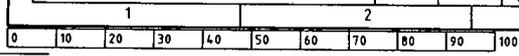
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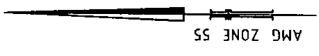
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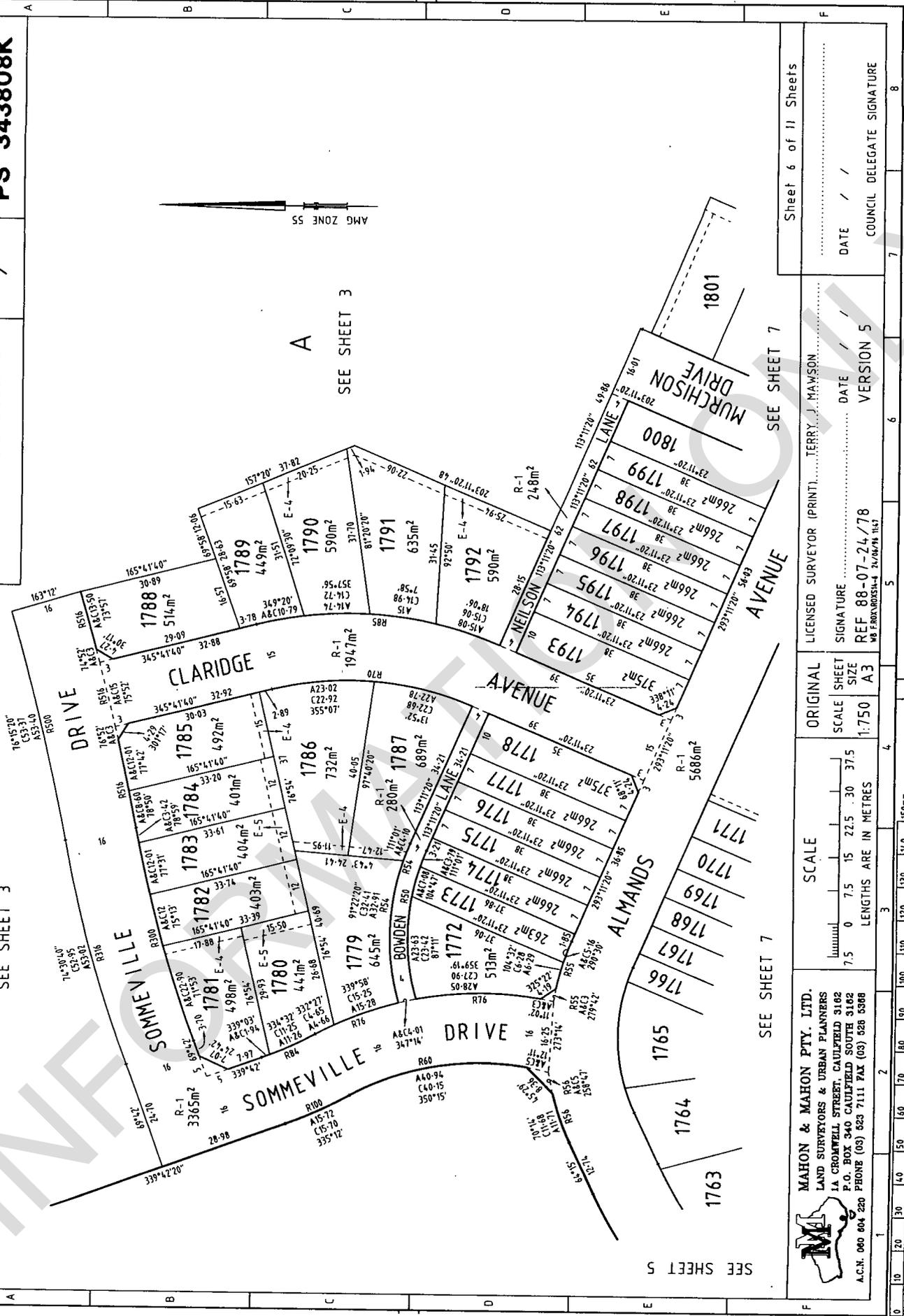
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PS 343808K

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SEE SHEET 3

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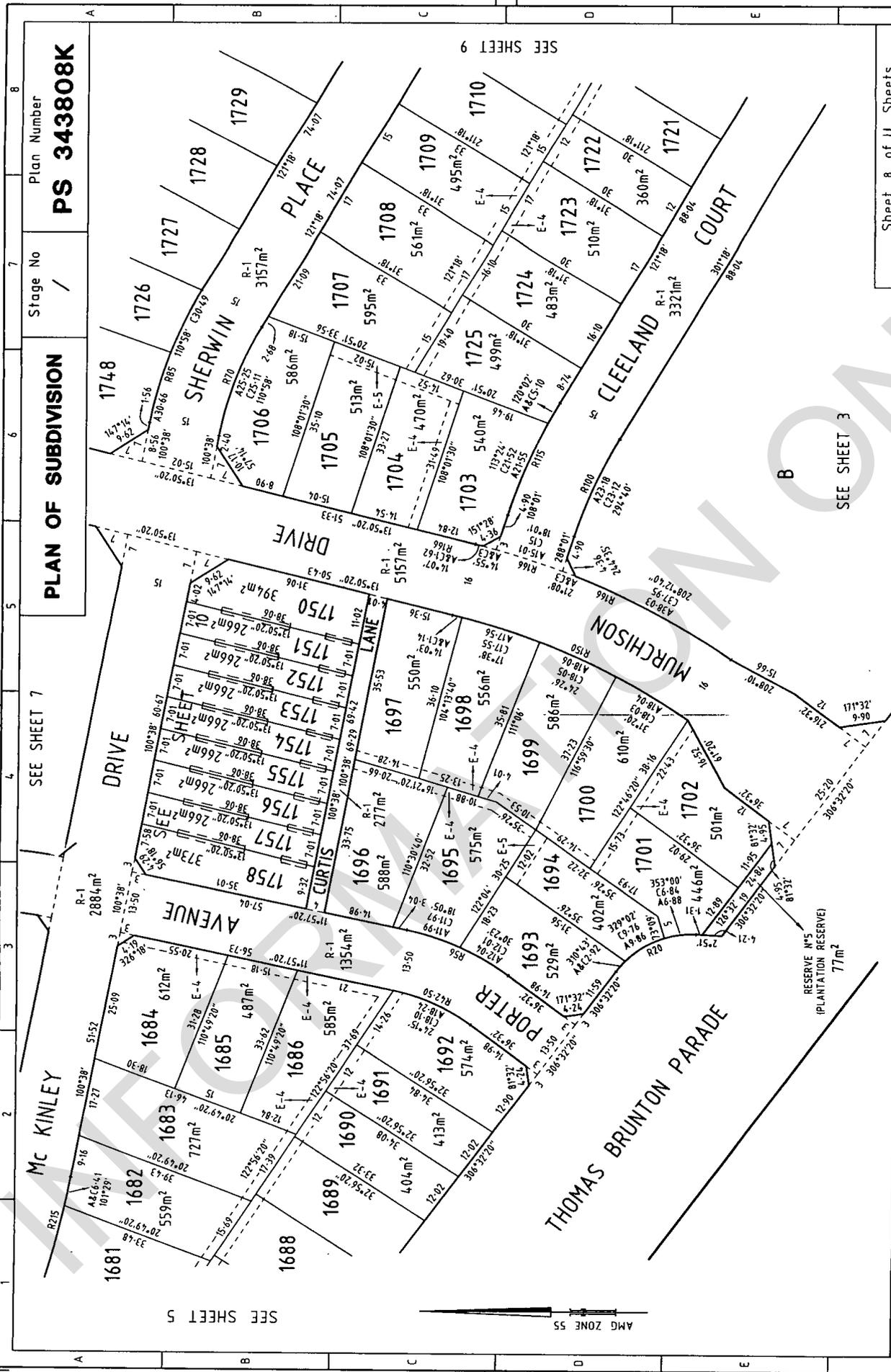
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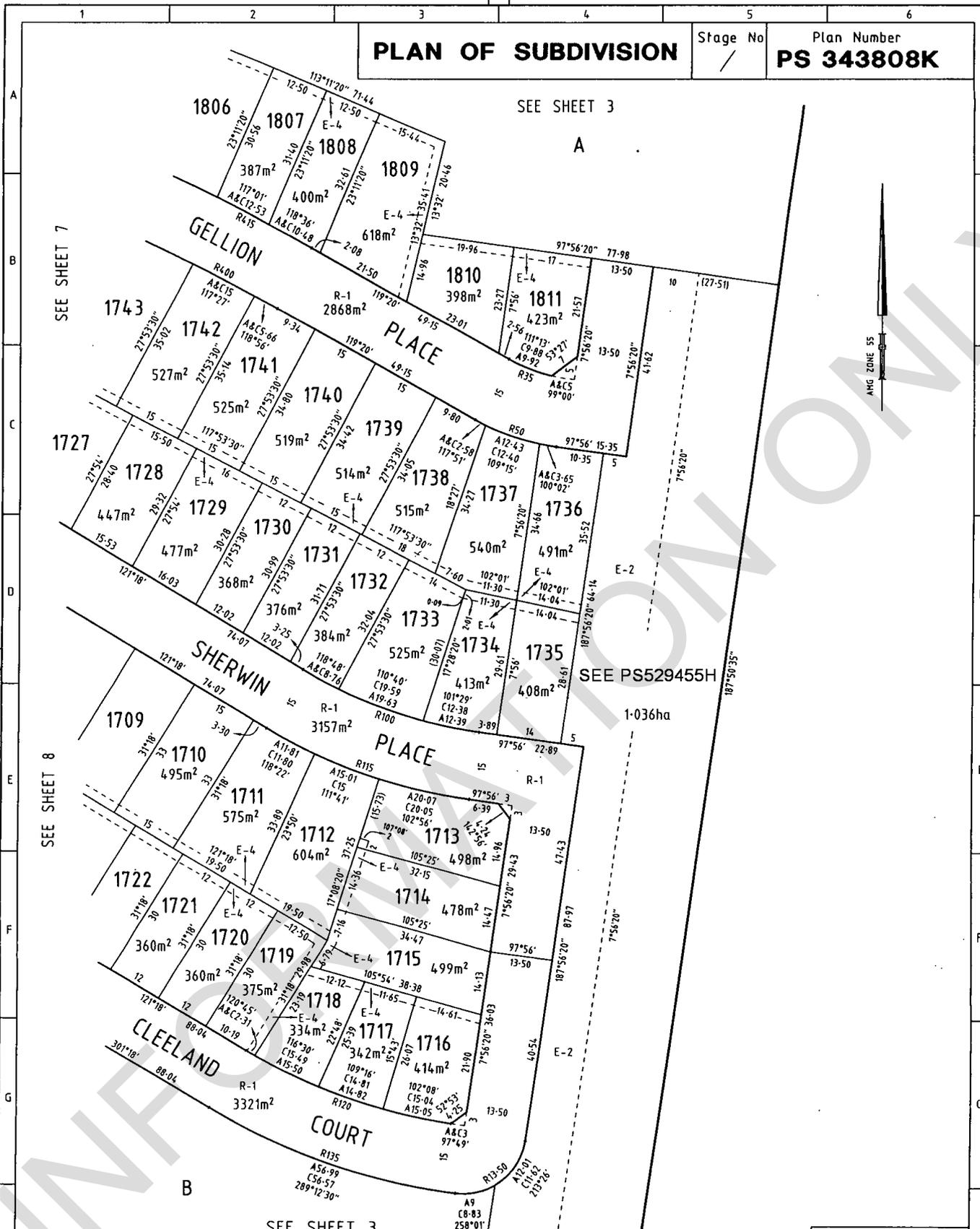
SEE SHEET 9

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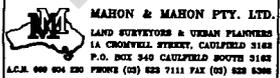
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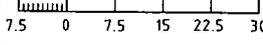
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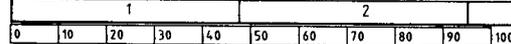
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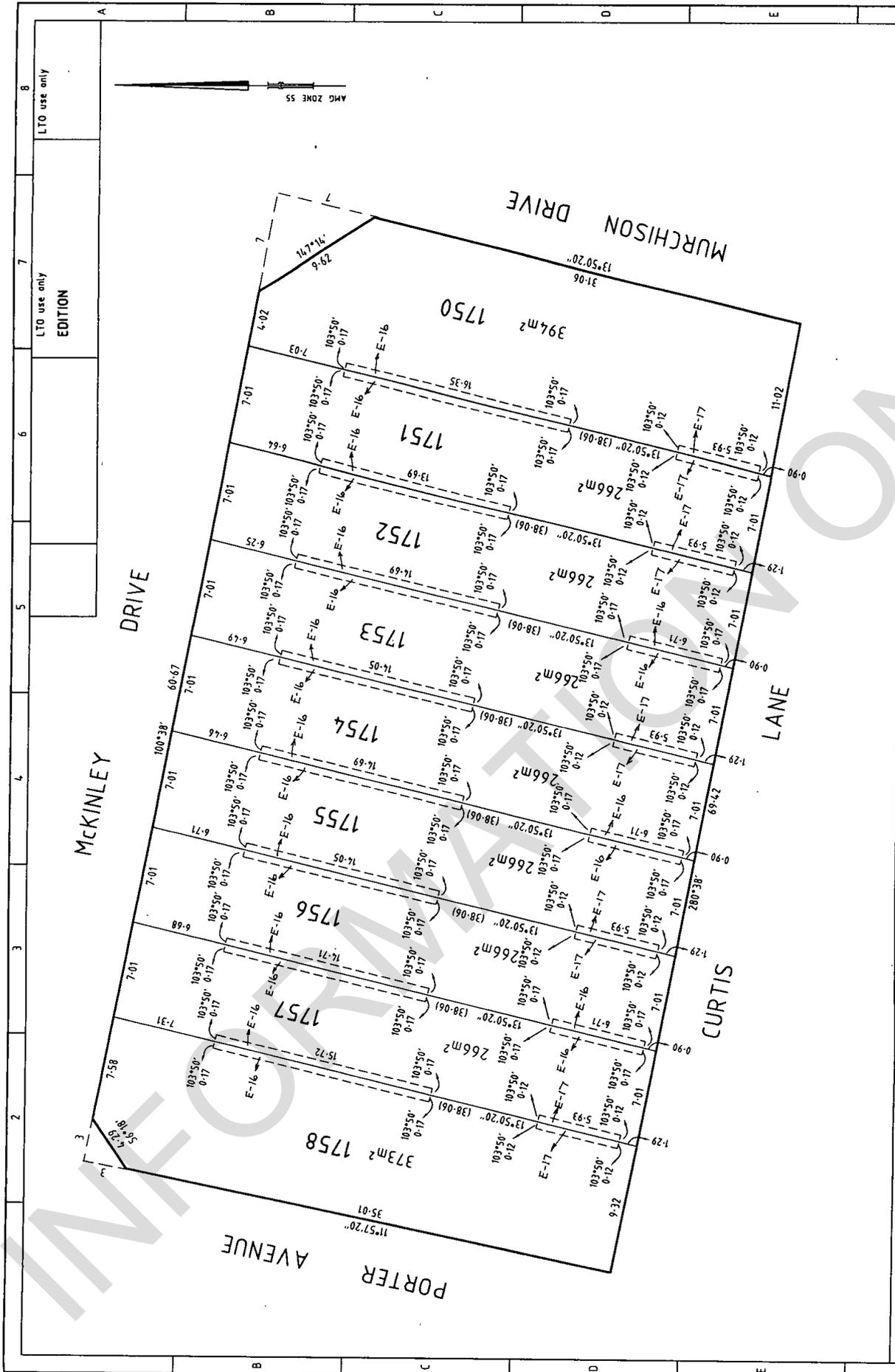
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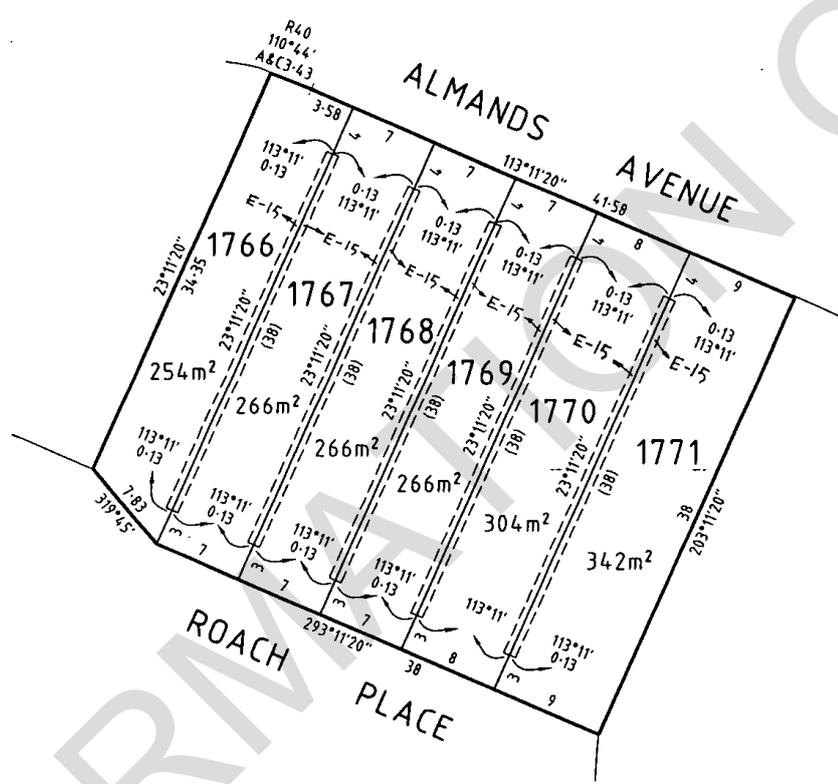
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| <p>Original Scale Sheet Size</p> <p>1:250 A3</p> | | <p>Version 2</p> <p>REF 9445/03</p> | |
| <p>Scale</p> <p>2.5 0 2.5 5 7.5 10 12.5</p> <p>LENGTHS ARE IN METRES</p> | | <p>DATE / /</p> | |
| <p>Coomes Engineering & Surveying Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3206 Australia Telephone: Tel (03) 9690 1966 Fax (03) 9690 4569 Email: email@coomes.com.au Web: www.coomes.com.au</p> | | | |

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Town Planning & Design
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Landscape Architecture

Consulting Group Pty Ltd
24 Albert Road South Melbourne VIC 3206 Australia
Tel: (03) 9590 1966 Fax: (03) 9590 4599
Email: cpa@coomes.com.au Web: www.coomes.com.au

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REF: 9445/03 VERSION: 2

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Transfer of Land

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:

**GADENS LAWYERS
NMS**
027C



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AE423456P

20/06/2006 \$683 45



MADE AVAILABLE/CI

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

Land: (volume and folio reference)

Certificate of Title Volume 10314 Folio 450

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

All my estate and interest in fee simple

Consideration:

\$240,000.00

Transferor: (full name)

Adam Andrew LOPATECKI

Transferee: (full name and address including postcode)

Mohammed Ajaz YOUSUF & Javeria TABASSUM both of 16 Sommerville Drive, Roxburgh Park, Victoria 3064 as joint proprietors.

Directing party: (full name)

Dated: 5/6/06

Execution and attestation:

SIGNED by the said Transferor(s) Adam Andrew LOPATECKI in the presence of:

X
A. A. L.

Witness:

X
WITNESS

SIGNED by the said Transferee(s) Mohammed Ajaz YOUSUF & Javeria TABASSUM in the presence of:

Witness:

ANN & BARKER
SABBADINI B. Pharm M.P.S.
12 STATION ST. FAIRFIELD 3071
Pharmacist 9481 3114

Approval No 2328046A

ORDER TO REGISTER
Please register and issue title to

T1



Signed

Cust. Code

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Section 45 Transfer of Land Act 1958

Lodged by: *SBL*
Name:
Phone:
Address:
Ref.:
Customer Code: *41 f*



RPS 14/1785
DS 34308K



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The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—
—together with any easements created by this transfer;
—subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
—subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*
Lot 1785 on Plan of Subdivision No 343808K being Volume Folio
10314 450 ✓

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

IMAGED

Consideration:
\$45,000.00 ✓

Transferor: *(full name)*
URBAN LAND AUTHORITY

Transferee: *(full name and address including postcode)*
ADAM ANDREW LOPATECKI
of Lot 1785 Sommerville Drive Somerton 3062 ✓

Directing Party: *(full name)*

Creation and/or Reservation and/or Covenant:

The Transferee HEREBY for himself his heirs executors administrators and transferees the registered proprietor or the proprietors for the time being of the lot hereby transferred COVENANTS with URBAN LAND AUTHORITY pursuant to the provisions of Section 14 of the Urban Land Authority Act 1979 that he will within a period of one year following the date hereof erect or cause to be erected on the said land one house only for his own occupation or for rental and it is intended that this covenant shall appear as an encumbrance affecting the same and every part thereof on the Certificate of Title to be issued in respect of the Lot hereby transferred and FURTHER that this covenant shall forever run at Law. ✓

Continued on T2 Page 2

Approval No. 002926L ORDER TO REGISTER
Please register and issue title to

T2

Signed Cust. Code:



SBS
- 4 APR 1997

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T/L \$880
NE

Trn 060822939 Cde 52 19/03/97
Ref F27 Amt \$ 880.00
Stamp Duty, Victoria
9890728

Dated: 13/3/97

Execution and attestation:

THE COMMON SEAL of URBAN LAND
AUTHORITY was hereunto affixed in the
presence of :



MANAGER FINANCE & ACCOUNTING
~~CHAIRMAN~~

SALES ADMINISTRATION MANAGER

x *[Signature]*
AAL

Signed by the Transferee in the presence of:

[Signature] Witness

Approval No. 002926L

T2 Page 2

**SIGN
HERE**

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270397 0901 45 45



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APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Section 181(1)

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: COLTMANS PRICE BRENT

Phone: 246 5000

Address: 500 Bourke Street, Melbourne

Ref: CMB:URB344/480

Customer Code: 1413R

The Authority having made an Agreement requires a recording to be made in the Register for the land.

LAND (insert Volume and Folio references of all land affected by Agreement) (if part only, define the part)

Lots 1672 to 1748 (inclusive) and 1750 to 1811 (inclusive) on Plan of Subdivision No. 343808K and being land in Certificate of Title Volume 10226 Folio 389 **CF**

RESPONSIBLE AUTHORITY (name and address)

HUME CITY COUNCIL of Pascoe Vale Road, Broadmeadows, 3047

CANCELLED

SECTION AND ACT UNDER WHICH AGREEMENT MADE

Section 173 Planning and Environment Act 1987

Now = 10266.477

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority

Name of Officer: JOHN W. WATSON.....

Date: 11 NOVEMBER, 1996.....

URB344-480 - 295141 CMB AWE 09/04/96

11 DEC 1996

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HUME CITY COUNCIL
("the Council")

- and -

URBAN LAND AUTHORITY
("the Owner")

AGREEMENT
ROXBURGH PARK STAGE 14

THIS AGREEMENT is made under Section 173 of the Planning and Environment Act 1987 on the 22nd day of August 1996.

BETWEEN: HUME CITY COUNCIL ("the Council")

AND URBAN LAND AUTHORITY of 11th Floor, 360 Elizabeth Street, Melbourne ("the Owner")

WHEREAS:

- A. The Owner is registered or entitled to be registered as the proprietor of the Land, and is the Owner of the Land in accordance with the Act.
- B. The Council is the Responsible Authority under the Act for the administration and enforcement of the Planning Scheme, with respect to the Land.
- C. The Council and the Owner are agreed that certain controls are desirable for the appropriate development of the Land.
- D. The Owner and the Council have agreed to enter into an Agreement on the terms and conditions herein for the above purposes.

THIS AGREEMENT WITNESSES AND THE PARTIES AGREE AS FOLLOWS:

Part 1. - INTRODUCTION AND INTERPRETATION

1.1 Operation

Without limiting any operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made under Division 2 Part 9 (and, in particular, Section 173) of the Act, with the intent that the burden of the Owner's covenants runs with the land.

1.2 Definitions

In this Agreement, unless the contrary appears:

"Act" means the Planning and Environment Act 1987;

"Owner" means the Urban Land Authority or other person or persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it;

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"Land" means Lots 1672 to 1748 (inclusive) and 1750 to 1811 (inclusive) on Plan of Subdivision No. 343808K;

"the Neighbourhood Design Plan" means the Neighbourhood Design Plan Attachment A to this Agreement;

"the Roxburgh Park Building Guidelines" means Attachment B to this Agreement;

"the Plan of Subdivision" means Plan of Subdivision No. 343808K;

"the Council" means the Hume City Council.

1.3 Interpretation

In this Agreement, unless the contrary intention appears:

1.3.1 words importing the singular include the plural, and vice versa;

1.3.2 words importing a gender include any gender;

1.3.3 where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;

1.3.4 a covenant or obligation on the part of two or more persons binds them jointly and severally;

1.3.5 a reference to the "Council" includes its successors and assigns (including its successors as Responsible Authority under the Act);

1.3.6 a reference to an Act of Parliament, statutory provision or subordinate instrument shall be read as meaning such Act, statutory provision or subordinate instrument;

1.3.7 headings are for guidance only and do not affect the interpretation of this Agreement.

1.4 Proper Law

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

1.5 Commencement

This Agreement begins immediately upon execution by the parties.

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1.6 Termination

This Agreement will end upon completion by the parties of their respective covenants and obligations under this Agreement, or otherwise in accordance with the Act, and in relation to any lot created by a Plan of Subdivision, after the issue of an Occupancy Permit for a dwelling on that lot under the provisions of the Building Act 1993.

1.7 Termination in part

Where the Land is subdivided or at any time comprised in more than one allotment, the Council may, in its discretion and by notice in writing to the owner of an allotment, release such allotment from the application of this Agreement, and the Agreement shall immediately end in relation to such allotment and thereafter operate only in relation to the balance of the Land.

1.8 Reading Down and Severability

If a provision of this Agreement is void or voidable by a party, or unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

Part 2. - COVENANTS

2.1 Owner Covenants

2.1.1 Except with the written permission of the Council the Land shall only be developed in accordance with the attached Neighbourhood Design Plan marked "A" and the Roxburgh Park Building Guidelines marked "B".

2.1.2 The Urban Land Authority will establish a Neighbourhood Design Panel comprising a representative of the Authority and/or an appropriate consultant appointed by the Authority from time to time for the review of all house plans, specifications and elevations prior to their submission for approval under the Building Act 1993 (whether by the Council or a Private Building Surveyor registered under the Building Act 1993) and such Panel will endorse plans as having complied with the requirements of the



- 4 -

Neighbourhood Design Plan referred to in Clause 2.1.1 herein, if the Panel is satisfied that the plans comply with the Neighbourhood Design Plan.

2.1.3 All plans submitted for approval to the Council or a Private Building Surveyor must be endorsed by the Neighbourhood Design Panel referred to in Clause 2.1.2 unless the Council's consent in writing is first obtained.

2.2 **Costs of Agreements**

The Owner will forthwith upon any request or account from the Council or its legal representative pay to the Council the Council's reasonable costs, fees and disbursements in connection with and incidental to the preparation, execution, registration and (if necessary) enforcement of this Agreement or any other Agreement made under Division 2 Part 9 of the Act in respect of the matters referred to in this Agreement.

PART 3. - GENERAL

The parties agree as follows:

3.1 **Covenants to run with the Land**

The covenants and obligations imposed on the Owner upon commencement of this Agreement will take effect as covenants which shall be annexed to and run at law and equity with the Land and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any relevant part of the Land.

3.2 **Acknowledgement**

The parties expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Agreement or otherwise, and the provisions of this Agreement must be read accordingly.

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3.3 Further Documents

The parties will do all things and prepare and sign all further documents necessary to give effect to this Agreement and to ensure that the covenants and obligations of the parties under this Agreement are fully carried out.

3.4 Registration

The parties will do all things necessary to enable the Council, in its discretion, to register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act.

3.5 Notice

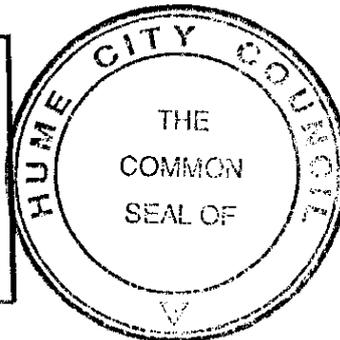
Any notice or document under this Agreement may be served upon a party to this Agreement by being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this Agreement (or such address as is notified to all parties from time to time) and shall be conclusively deemed to have been served at the expiration of 48 hours from the time of posting.

IN WITNESS OF THE TERMS OF THIS AGREEMENT, it is executed by the parties:

~~THE COMMON SEAL of HUME CITY COUNCIL~~ was hereunto affixed in the presence of:)
)
)
 Commissioner
 Chief Executive Officer

THE COMMON SEAL of HUME CITY COUNCIL
 was hereunto affixed on the 11 November 1996 in the presence of:
 COMMISSIONER [Signature]
 CHIEF EXECUTIVE OFFICER [Signature]

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THE COMMON SEAL of URBAN LAND
AUTHORITY was hereunto affixed in the
presence of:

)
)
)



..... *Boyer Moore*

General Manager, ~~Development~~

Project Manager

..... *P. Nitas*

INFORMATION ONLY

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HOUSE SITING AND DESIGN

IMPORTANT INFORMATION

The Urban Land Authority (ULA) requires via a Section 173 Agreement or as a condition in the contract of sale that the developer of each lot obtain the endorsement of the ULA for each building or structure (including fences and signs) on the lot prior to seeking a building permit.

Plans require the endorsement of the ULA as complying with the Roxburgh Park Development Guidelines.

The ULA endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in compliance with the endorsed plans.

Each request for endorsement must be accompanied by the following material:

- Endorsement Request form (available from the ULA or its authorised consultant);
- three site plans (drawn to scale and not reduced) fully dimensioned and showing all lot boundaries and the location of all buildings;
- three sets (drawn to scale and not reduced) of building plans and elevations fully dimensioned in respect of heights and lengths of external and internal walls.

The ULA can also require a schedule of external finishes and colours. You will be advised.

Endorsement pursuant to a Section 173 Agreement or contract of sale is additional to and not in lieu of any State or Local Government planning or building approval requirements.

No building permit application can be considered by Council or private building surveyors without prior endorsement by the ULA.

SUMMARY

TECHNICAL REQUIREMENTS

- Main outdoor and indoor living areas face north.
- Internal service areas (bathroom and laundry) located on a non-north side of houses.
- West facing windows minimised but where unavoidable, are protected from afternoon summer sun.
- Unless otherwise specified on the Neighbourhood Design Plan (NDP), only one house is permitted on each lot.
- Easements must be protected.
- Frontage, side and rear setbacks and building heights must comply with the NDP.
- Buildings must not be constructed in the setbacks (indicated on the NDP) to any street reserve except for a garage or carport in the setback from a street reserve of 6 metres width or less developed as an access lane.
- The development of houses is encouraged on the boundary where permitted under the NDP.
- Two storey houses should be constructed with the second storey closer to the lot frontage, to minimise direct overlooking and building bulk and must not extend further from the street frontage than a distance equal to the front set back plus 60 per cent of the depth of the lot.
- Outdoor space must be sited and designed to differentiate between private open space for recreation and service areas.
- Private open space on a lot greater than 300 square metres in area is a minimum of 20 per cent of the lot area or 80 square metres (whichever is greater) and:
 - the minimum dimension is 2.5 metres;
 - at least one part comprises an area of 25 square metres with a minimum dimension of 4

continued on reverse

metres and is accessible from a main living area.

On lots 300 square metres or less in area, private open space is at least 40 square metres with one part having convenient access to a main living room and an area of 25 square metres with a width of 3 metres.

The external colours, materials and appearance of the buildings, driveways or structures may require ULA endorsement.

The design, appearance, and colours of outbuildings should be compatible with the house.

Buildings should be predominantly brick or other masonry except where design or development proposals warrant an alternative material.

- 6 by 3 metres (internal) for single garages;
- 6 by 5.5 metres (internal) for double garages.

Garages and car ports, except where the opening is perpendicular to the street reserve, must be setback five metres from:

- the frontage of a lot;
- a side street (other than a lane) on a corner lot at least 15 metres wide.

A garage of double width is discouraged on a lot of 10 metres width or less and will be endorsed only where it is integrated into the house design and where it does not dominate the streetscape.

Vehicle access will be in accordance with the NDP or as endorsed by the ULA.

potential damage from vegetation in the vicinity of any adjoining building particularly where built to the boundary.

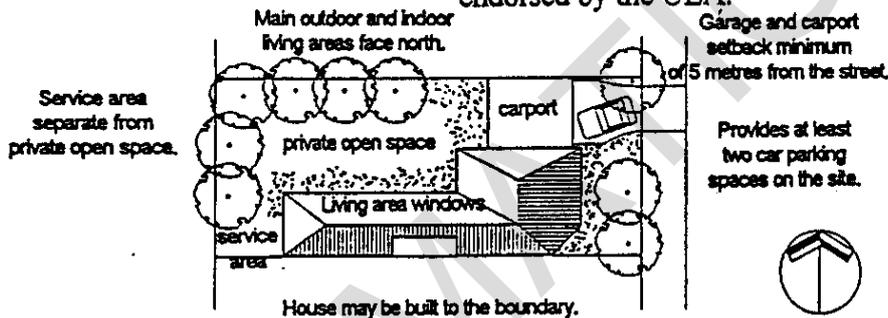
HOUSE ENDORSEMENT REQUIREMENTS

Prior to the preparation of plans applicants are invited to discuss with the ULA these siting and design requirements.

All plans will be assessed to determine if they meet the siting and design requirements.

Plans should be submitted for endorsement to the Roxburgh Park Land Sales and Information Centre at 1 Manley Avenue, Roxburgh Park, 3064.

For further information contact the Roxburgh Park Land Sales and Information Centre on (03) 9305 1010.



Houses must be sited to enable at least two car parking spaces on site, at least one of which must be capable of being covered, all in accordance with these Guidelines. Plans for house endorsement must specify the location, dimensions, driveway access and surface treatment proposed.

Uncovered car spaces must have minimum dimensions 4.9 by 2.6 metres.

Car spaces capable of being covered must have minimum dimensions of:

- 5 by 3 metres for car ports;

Driveways must have a minimum width of 3 metres and be setback a minimum of 0.9 metre from side boundaries for the first 5 metres from the front boundary except where a lesser setback is warranted to align with an existing crossover.

Driveways must be constructed by the owner within 1 month of first occupation of the house.

Solar collectors, air conditioning units and the like must not be intrusive to neighbours

Owners and occupiers must control moisture variations and

NON-RESIDENTIAL DEVELOPMENT

IMPORTANT INFORMATION

The Urban Land Authority (ULA) requires via a Section 173 Agreement or as a condition in the contract of sale that the developer of each lot obtain the endorsement of the ULA for any buildings, structures (including fences and signs) or other works on the lot prior to seeking a building permit.

Plans require the endorsement of the ULA as complying with the Roxburgh Park Development Guidelines.

The ULA endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in full compliance with the endorsed plans.

Each request for endorsement must be accompanied by the following material:

- Endorsement Request form (available from the ULA or its authorised consultant);
- three site plans (drawn to scale and not reduced) fully dimensioned and showing all lot boundaries and the location of all buildings;

- three sets (drawn to scale and not reduced) of building plans and elevations fully dimensioned in respect of heights and lengths of external and internal walls.

The Bulla Planning Scheme requires that a planning permit be obtained for many non-residential land uses in Roxburgh Park. Some non-residential land uses do not require a planning permit provided the site is:

- identified for the use in the Roxburgh Park Local Structure Plan; or
- within an Activity Centre designated in the Roxburgh Park Local Structure Plan;
- identified for the use and is within an Activity Centre designated in the Roxburgh Park Local Structure Plan.

A list of the uses that do not require a planning permit are included in the Bulla Planning Scheme. In most cases (even if a planning permit is not required) a plan or plans showing the proposed layout, elevations, dimensions, car parking, access and landscaping is required to be approved to the satisfaction of the responsible authority.

SUMMARY

APPLICATIONS FOR NON-RESIDENTIAL DEVELOPMENT

Non-residential development plans submitted to the ULA for endorsement should ensure that the location, siting and design:

- is consistent with the objectives, policies and landuse intentions contained in the Roxburgh Park Local Structure Plan;
- is generally suitable for and compatible with the area;
- is sympathetic to the protection of the reasonable amenity of existing and proposed

neighbouring residential and non-residential developments;

- provides for ease of pedestrian and vehicle access and movement;
- provides appropriate off-street car parking;
- is sympathetic to an attractive streetscape and does not create unacceptable building bulk and visual intrusion;
- is in keeping with the objective of a high quality design environment.

Non-residential development should be sited and designed generally in accordance with the Roxburgh Park Local Structure Plan, the Roxburgh Park

Development Guidelines and with any Development Plan approved by Hume City Council.

Frontage, side and rear setbacks and building heights must comply with the relevant NDP.

Buildings must not be constructed in the setbacks (indicated on the NDP) to any street reserve.

For further information contact Collie Planning and Development Services Pty Ltd on (03) 9427 9688.



Roxburgh Park

DEVELOPMENT GUIDELINES SUMMARY: PART 3

LANDSCAPE

IMPORTANT INFORMATION

The Urban Land Authority (ULA) has a Comprehensive Landscape Program with the objective of creating a sustainable, easily managed and attractive landscape throughout Roxburgh Park. The ULA proposes the use of indigenous plant species to form treelined avenues and public open spaces of shady, sheltered areas with an open woodland character.

The program outlines landscape treatments for:

- main entrances into Roxburgh Park, arterial roads and local streets;
- parks and recreation areas;
- walking/cycling paths;
- landscape staging and maintenance.

The program also forms the basis for planting themes and patterns within private lots and will assist to create a unified landscape character throughout Roxburgh Park.

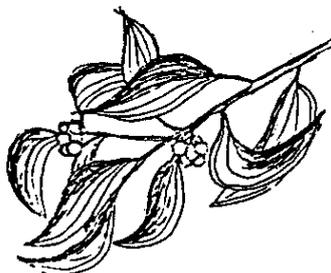
SUMMARY

GENERAL

- Owners must landscape gardens in public view within six months of occupation of a house on the lot.
- A screen of attractive trees and shrubs helps increase privacy and hide service areas. Trees also provide protection from strong winds.
- Residents must control moisture variations and potential damage from tree roots in the vicinity of any adjoining building, particularly where the building is built to the boundary.
- Landscaped areas should be designed to drain appropriately and avoid water-logging.

Excessive water use is costly and wasteful. There are simple ways of minimising the amount of water used around the garden including:

- minimising lawn areas;
- using hardy native plants;
- using watering systems to control the time and length of watering;
- deep, regular soakings (rather than quick, light watering which tends to run off and dries out quickly);
- mulching to conserve moisture around trees and plants;
- contouring areas to retain or capture water.



PLANT SELECTION

- It is recommended that plants be selected that are suitable for Roxburgh Park soils and climate. A list of suitable species is available from the ULA.
- Native trees and shrubs are generally fast growing, especially those species indigenous to the area.
- The careful selection and placement of deciduous trees helps to provide shade in summer and sun in winter.
- When selecting trees check the mature height and breadth of the species before planting. Plant trees where they are able to grow to full size.

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LAWNS

A suggested mixture of lawn seed for Roxburgh Park includes creeping red fescue, fine leaf rye and Victorian bent.

Before planting lawn seed soil should be prepared properly by:

- rotary hoeing and adding about two kilograms of gypsum per square metre dug into the soil to a depth of about 100 millimetres;
- adding sandy loam which will improve further the structure of basalt soils and will assist drainage and root development;
- keeping the ground damp while lawn seed is germinating and using a good fertiliser.

Seeded lawn on the nature strip provides visual continuity to the streetscape and adds to the appearance of houses. Property owners are encouraged to complete landscaping of the area of the nature strip adjacent to their property.



SERVICES

It is your responsibility to be aware of the location of any underground services before excavating for any purpose. Contact the *Melbourne - One Call* line by telephoning 1100 to determine the location of service lines.

Trees should not be planted above sewer/stormwater lines.

The booklet **Guide to Tree Planting Near Power Lines** provides advice on planting in the vicinity of overhead power lines.

PLANTING HINTS

Good planting techniques help to establish successful gardens. Some suggestions (which may vary depending on individual circumstances) are:

- native plants bought in tubes will grow more strongly and quickly than larger native plants;
- trees and shrubs should be planted preferably from plastic pots or bags because they have stronger roots than bare-rooted plants;
- autumn planting requires less watering and is the best time to plant most natives;
- deciduous plants should be planted in winter and early spring;
- soil should be moistened slowly before digging a hole slightly wider and deeper than the container holding the plant;

- bare-rooted plants, such as fruit trees or roses, should not be left to dry out before planting;
- after planting, slow release fertiliser should be added and the plant staked on its windward side;
- plants should be pruned to remove unwanted growth with evergreens pruned after flowering and deciduous shrubs pruned when leafless;
- some plants, such as roses and azaleas, need specific alkaline/acid levels in the soil and should have special horticultural products added at prescribed rates;
- gardens should be fertilised periodically; compost is excellent and cheap.

OTHER CONTROLS

This brochure is a summary of the main landscape controls and guidelines in the Roxburgh Park Development Guidelines. Other development controls also apply.

The Roxburgh Park Development Guidelines also include controls relating to house siting and design, non-residential development, fencing, signs and other issues not referred to here.

You are required to comply with all of the parts of the Roxburgh Park Development Guidelines.

Roxburgh Park

DEVELOPMENT GUIDELINES SUMMARY: PART 4

FENCES

IMPORTANT INFORMATION

The Urban Land Authority (ULA) requires by Section 173 Agreement or as a condition in the contract of sale the endorsement (as complying with the Roxburgh Park Development Guidelines) by the ULA of each fence (including any gates) between a street reserve and the nearest building line on the same lot, other than as exempted below.

Each request for endorsement must be accompanied by:

- an Endorsement Request Form (available from the ULA or its authorised consultants);
- three site plans (drawn to scale and not reduced) fully dimensioned and showing all lot boundaries, the location of all buildings and the location of proposed fences;
- details (including if required by the ULA an elevation fully dimensioned) of the height,

materials, colour and construction of the proposed fence.

Endorsement of any fence will not occur where buildings on the land have not been endorsed or are not part of a combined fence/buildings endorsement request.

Endorsement will normally require a feature fence.

Endorsement pursuant to a Section 173 Agreement or contract of sale is additional to and not in lieu of any State or Local Government planning or building approval requirements.

The ULA endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in full compliance with the endorsed plans.

No building permit application can be considered by Council or private building surveyors without prior endorsement by the ULA.

SUMMARY

FENCES IN STREET RESERVE SETBACKS

In order to achieve an open streetscape fences are discouraged in building setbacks from street reserves.

Where an applicant seeks endorsement of a fence between any building and any street reserve, the following provisions will normally apply:

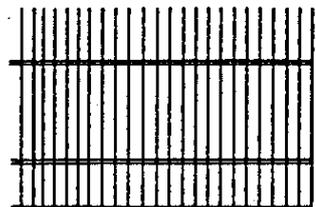
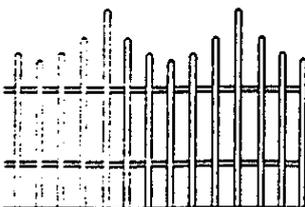
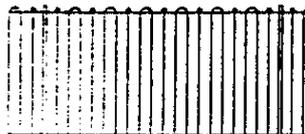
- any fence must be of a height and design that takes into account the amenity and

character of the street, the design and appearance of the building on the lot, surveillance and safety;

- any fence must be a feature fence (pickets, paling with

exposed posts and capping or equivalent);

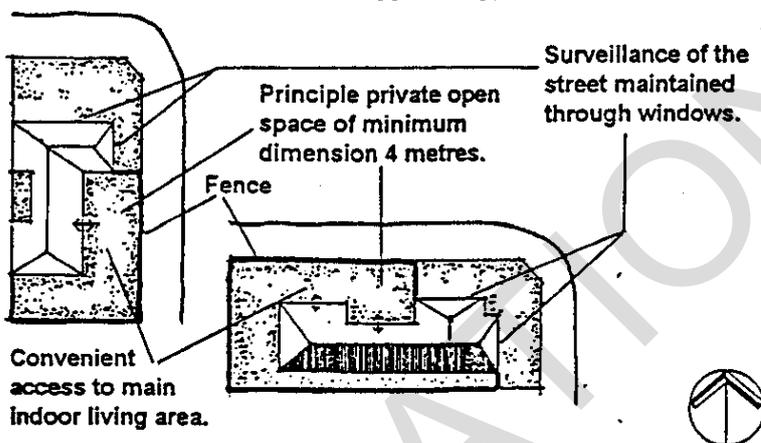
- any fence is not more than 1.2 metres high or is not more than 1.5 metres high if more than 50 per cent transparent;



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- on corner lots and north south lots on the south side of a street, a full height fence (up to 2 metres high) may be erected only where:

- it encloses the principal private open space (of minimum dimension 4 metres) of the house;
- the principal private open space is adjacent to and conveniently accessible from the main living rooms of the house;
- surveillance of the street is maintained from other living room windows.

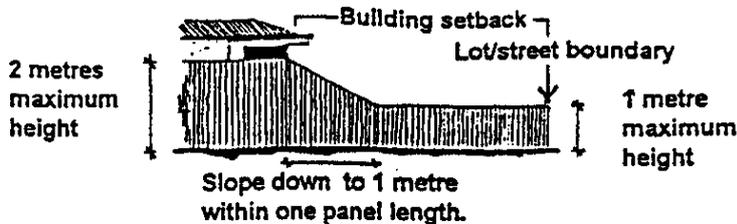


- on corner lots, a full height fence will normally only be endorsed along part of one street reserve boundary of a lot.

SIDE AND REAR FENCES

Between lots, side fences outside building setbacks from street reserves do not require ULA endorsement provided they do not exceed 2 metres in height.

Between lots, side fences within building setbacks from street reserves (or one normal fence panel width forward of the building setback where a transition in height may occur as shown below) do not require



ULA endorsement provided they do not exceed 1 metre in height.

Rear fences do not require ULA endorsement provided they do not exceed 2 metres in height.

Side fences which also form the rear fence of an adjacent corner lot will be considered

ENDORSEMENT

Prior to the preparation of plans applicants are invited to discuss with the ULA these fencing requirements.

All plans will be assessed to determine if they meet the fencing requirements.

Plans should be submitted for endorsement to the Roxburgh Park Land Sales and Information Centre at 1 Marley Avenue, Roxburgh Park, 3064.

For further information contact the Roxburgh Park Land Sales and Information Centre on (03) 9305 1010.

normally as side fences for endorsement purposes.

Side fences which may be endorsed other than as noted above are those which complete a fenced private courtyard endorsed under the 'Fences in Street Reserve Setbacks' above.

OTHER FENCES

All lot fencing adjacent to public open space or tree reserves on arterial roads, will be erected by the ULA in accordance with the Comprehensive Landscape Program for Roxburgh Park. Such fencing will be high quality feature fencing. The equivalent half cost of a standard paling fence will be recovered from abutting lot owners.





Roxburgh Park

DEVELOPMENT GUIDELINES SUMMARY: PART 5

SIGNS

IMPORTANT INFORMATION

The Urban Land Authority (ULA) requires via a Section 173 Agreement or as a condition in the contract of sale that the developer gain the endorsement of the ULA for most signs on a lot. Some signs do not require ULA endorsement.

Plans require the endorsement of the ULA as complying with the Roxburgh Park Development Guidelines.

The ULA endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in full compliance with the endorsed plans.

Each request for endorsement must be accompanied by the following material:

- Endorsement Request form (available from the ULA or its authorised consultant);
- three site plans (drawn to scale and not reduced) fully dimensioned and showing all lot boundaries, the location of all buildings and the location of proposed signs;
- three sets (drawn to scale and not reduced) of elevations of proposed signs fully dimensioned in respect of heights and lengths and detailing proposed construction materials and colour schemes.

Endorsement pursuant to a Section 173 Agreement or contract of sale is additional to and not in lieu of any State or Local Government planning or building approval requirements. The onus is on the applicant to ascertain any such requirements.

SUMMARY

GENERAL

- All signs (other than exempt signs) must be endorsed by the ULA before being erected.
- One temporary sign may be erected and be on a lot at any one time without the endorsement of the ULA, provided that it is not an animated or internally illuminated sign and it is either:
 - a sign related to the construction of a building on the lot on which the sign is displayed (for example, the name of the builder) where the sign is no larger than 915mm x 610mm in

size and is removed within seven days of completion of construction; or

- a sign publicising the sale of a property on which it is displayed where the sign is no larger than 1830mm x 915mm (with the long axis of the sign being vertical) and is removed within seven days of the signing of the contract of sale.

OTHER CONTROLS

- This brochure summarises the main sign controls in the Roxburgh Park Development Guidelines. Other sign controls also apply.
- The Roxburgh Park Development Guidelines also include controls relating to house siting and design, non-residential development, landscaping, fences and other issues not referred to here.
- Owners/occupiers are required to comply with all of the parts of the Roxburgh Park Development Guidelines.



**Urban
Land
Authority**

From www.planning.vic.gov.au at 08 October 2023 01:54 PM

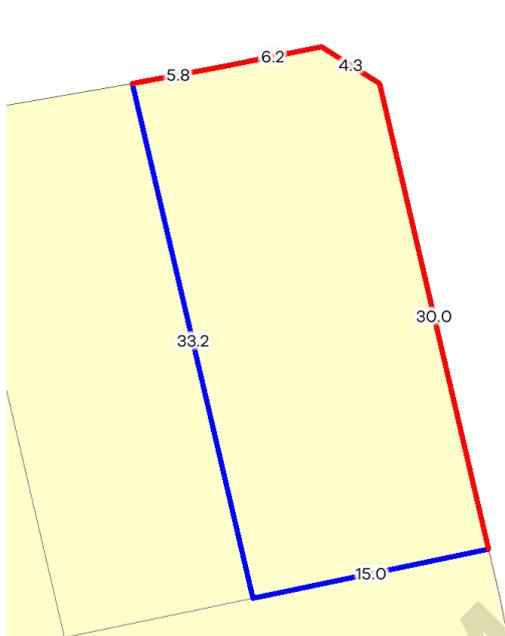
PROPERTY DETAILS

Address: **16 SOMMEVILLE DRIVE ROXBURGH PARK 3064**
Lot and Plan Number: **Lot 1785 PS343808**
Standard Parcel Identifier (SPI): **1785\PS343808**
Local Government Area (Council): **HUME**
Council Property Number: **406349**
Directory Reference: **Melway 180 A7**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 492 sq. m

Perimeter: 95 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **GREENVALE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

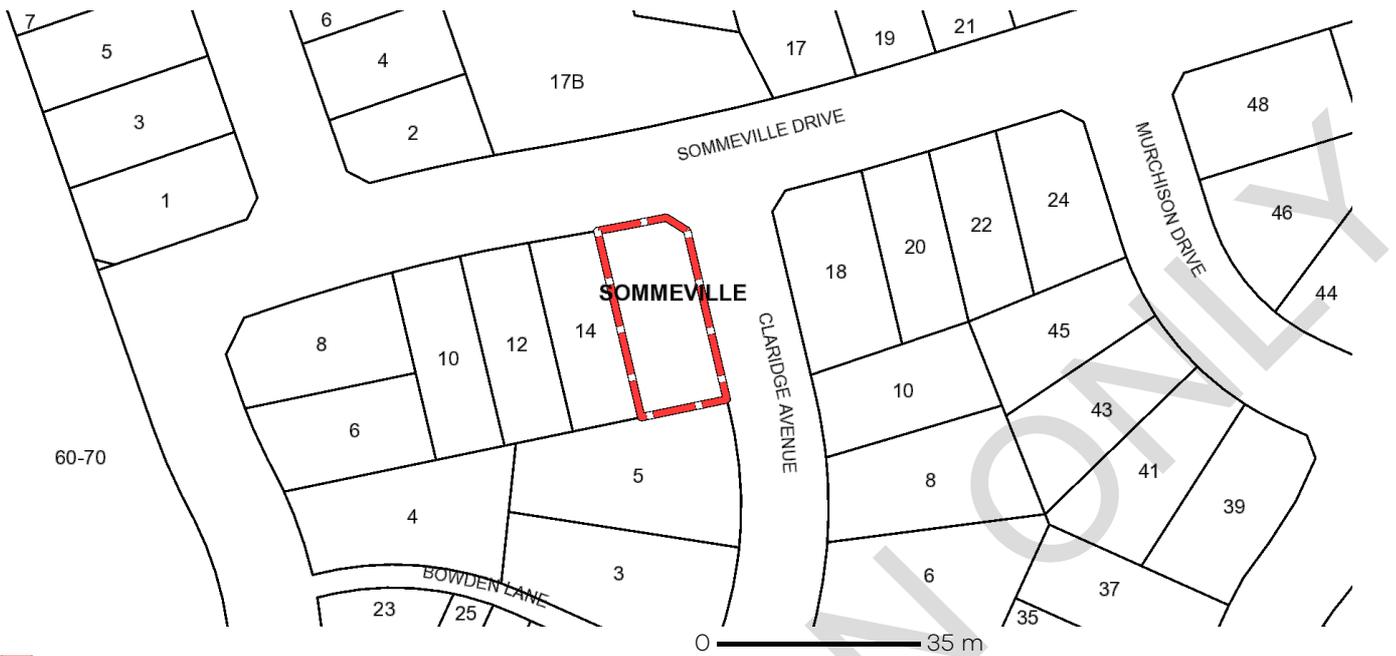
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property

From www.planning.vic.gov.au at 08 October 2023 01:53 PM

PROPERTY DETAILS

Address: **16 SOMMEVILLE DRIVE ROXBURGH PARK 3064**
Lot and Plan Number: **Lot 1785 PS343808**
Standard Parcel Identifier (SPI): **1785\PS343808**
Local Government Area (Council): **HUME**
Council Property Number: **406349**
Planning Scheme: **Hume**
Directory Reference: **Melway 180 A7**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **GREENVALE**

OTHER

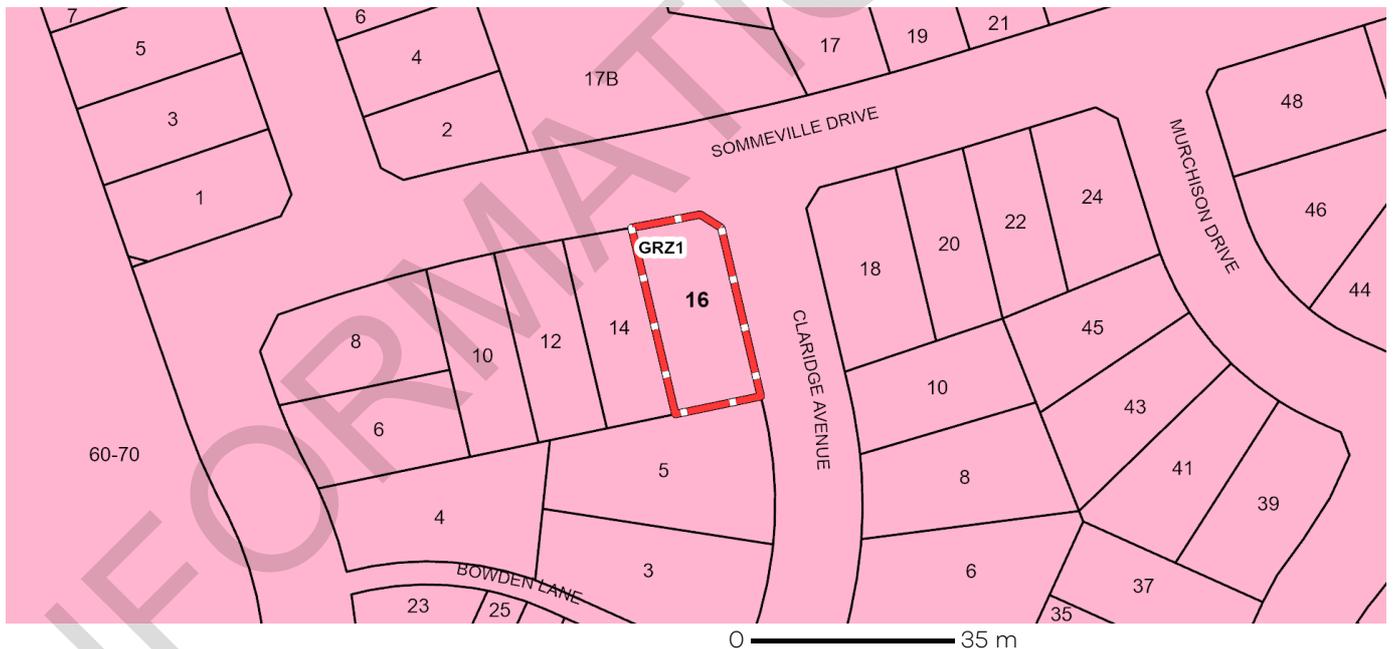
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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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 PROPERTY REPORT: 16 SOMMEVILLE DRIVE ROXBURGH PARK 3064

Page 1 of 3

Further Planning Information

Planning scheme data last updated on 4 October 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Property Clearance Certificate

Land Tax



JATIN DEWAN

| | |
|------------------------|---------------------------|
| Your Reference: | LD:70496894-015-5.16 SOMM |
| Certificate No: | 67184728 |
| Issue Date: | 09 OCT 2023 |
| Enquiries: | ESYSPROD |

Land Address: 16 SOMMEVILLE DRIVE ROXBURGH PARK VIC 3064

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|------|--------|--------|-------|-------------|
| 25724045 | 1785 | 343808 | 10314 | 450 | \$253.50 |

Vendor: JAVERIA TABASSUM & MOHAMMED AJAZ YOUSUF

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|---------------|------------------|------------------|----------|
| MS JAVERIA TABASSUM | 2023 | \$366,000 | \$507.00 | \$0.00 | \$253.50 |

Comments: Land Tax of \$507.00 has been assessed for 2023, an amount of \$253.50 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

| Current Vacant Residential Land Tax | Year | Taxable Value | Proportional Tax | 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: | \$504,000 |
| SITE VALUE: | \$366,000 |
| CURRENT LAND TAX CHARGE: | \$253.50 |

Notes to Certificate - Land Tax

Certificate No: 67184728

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 cannot exceed the amount set out in the certificate, described as the "Current 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.

General information

6. 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.
7. 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 = \$507.00

Taxable Value = \$366,000

Calculated as \$375 plus (\$366,000 - \$300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 67184728

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: 67184728

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

Windfall Gains Tax



JATIN DEWAN

Your LD:70496894-015-5.16

Reference: SOMMEVILL

Certificate No: 67184728

Issue Date: 09 OCT 2023

Land Address: 16 SOMMEVILLE DRIVE ROXBURGH PARK VIC 3064

| Lot | Plan | Volume | Folio |
|------|--------|--------|-------|
| 1785 | 343808 | 10314 | 450 |

Vendor: JAVERIA TABASSUM & MOHAMMED AJAZ YOUSUF

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: 67184728

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 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.

General information

8. 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.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67184721

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: 67184721

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.

Property No : 406349
 Certificate No : eLIC062259
LAND INFORMATION CERTIFICATE
 Year Ending: 30 June 2024
 All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856
 1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

PO BOX 119
 DALLAS 3047

Telephone: 03 9205 2200
 Rates Dept 03 9205 2688
 Facsimile: 03 9309 0109
 www.hume.vic.gov.au

Your Reference: 16 Sommeville Drive
 Date of Issue: 10/10/2023

**SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
 TWO MELBOURNE QUARTER
 LEVEL 13/697 COLLINS ST
 DOCKLANDS VIC 3008**

| | |
|-----------------------|---|
| Property Description: | Lot 1785 PS 343808K Vol 10314 Fol 450 |
| Property Situated: | 16 SOMMEVILLE DR ROXBURGH PARK VIC 3064 |

| | | |
|---------------------|-----------------|----------------|
| Site Value \$410000 | C.I.V. \$540000 | N.A.V. \$27000 |
|---------------------|-----------------|----------------|

The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

| RATES AND CHARGES FROM | 01/07/2023 | TO | 30/06/2024 |
|--------------------------------|------------------------------|----|-----------------------------|
| | RATE LEVIED ON C.I.V. | | BALANCES OUTSTANDING |
| General Rate | \$1,249.70 | | \$751.93 |
| Land Use Rebate | \$0.00 | | \$0.00 |
| Optional Waste Charges | \$89.60 | | \$89.60 |
| Fire Service Property Levy | \$149.80 | | \$149.80 |
| Special Charge / Rate | \$0.00 | | \$0.00 |
| Waste Rates and Charges | \$496.67 | | \$496.67 |
| Arrears as at 30/06/2023 | | | \$0.00 |
| Interest / Legal Costs | | | |
| TOTAL RATES AND CHARGES | \$1,985.77 | | \$1,488.00 |

| | |
|------------------------|---|
| **PLEASE NOTE : | Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024 |
|------------------------|---|

| OTHER CHARGES | | | | |
|------------------------------|-----------|----------|-------------|---------|
| Account Number / Description | Principal | Interest | Interest To | Balance |
| | | | | |

TOTAL OTHER CHARGES:

| | |
|--|-------------------|
| PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS | |
| TOTAL OUTSTANDING AT ISSUE DATE : | \$1,488.00 |

All overdue rates and charges must be paid at settlement..

Property No : 406349
Certificate No : eLIC062259
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 16 SOMMEVILLE DR ROXBURGH PARK VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
10/10/2023

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Biller Code: 357947
Ref: 9215518

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au

9th October 2023

Jatin Dewan C/- LANDATA
LANDATA

Dear Jatin Dewan C/- LANDATA,

RE: Application for Water Information Statement

| | |
|------------------------------------|--|
| Property Address: | 16 SOMMEVILLE DRIVE ROXBURGH PARK 3064 |
| Applicant | Jatin Dewan C/- LANDATA LANDATA |
| Information Statement | 30800122 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 16 Sommeville Drive |

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

| | |
|------------------|--|
| Property Address | 16 SOMMEVILLE DRIVE ROXBURGH PARK 3064 |
|------------------|--|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Encumbrance

| | |
|------------------|--|
| Property Address | 16 SOMMEVILLE DRIVE ROXBURGH PARK 3064 |
|------------------|--|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

Jatin Dewan C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9431360000
Rate Certificate No: 30800122

Date of Issue: 09/10/2023
Your Ref: 16 Sommeville Drive

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|---|---------------|-----------------|---------------|
| 16 SOMMEVILLE DR, ROXBURGH PARK VIC 3064 | 1785\PS343808 | 1532882 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|----------------------------------|--------------------------|----------|-------------|
| Residential Water Service Charge | 01-10-2023 to 31-12-2023 | \$20.26 | \$20.26 |
| Residential Sewer Service Charge | 01-10-2023 to 31-12-2023 | \$115.72 | \$115.72 |
| Parks Fee * | 01-10-2023 to 31-12-2023 | \$21.33 | \$21.33 |
| Drainage Fee | 01-10-2023 to 31-12-2023 | \$29.70 | \$29.70 |

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

| Other Charges: | |
|----------------|--|
| Interest | No interest applicable at this time |
| | No further charges applicable to this property |
| | Balance Brought Forward \$0.00 |
| | Total for This Property \$187.01 |

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 1532882

Address: 16 SOMMEVILLE DR, ROXBURGH PARK VIC 3064

Water Information Statement Number: 30800122

HOW TO PAY



Biller Code: 314567
Ref: 9431360007

**Amount
Paid**

**Date
Paid**

**Receipt
Number**