

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 23 MONET DRIVE, TRUGANINA VIC 3029

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 *PRIYANK MANGALDAS PATEL and KOMALBEN PRIYANK PATEL*

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: Redrok Real Estate
280 Broadway, Reservoir, Vic 3073
Tel: 03 9462 1100 Fax:
Email: chintan@redrok.com.au

VENDOR: **PRIYANK MANGALDAS PATEL and KOMALBEN PRIYANK PATEL**

VENDOR'S REPRESENTATIVE: KSON Conveyancing Services
PO Box 8188, Tarneit VIC 3029
Phone: 0415 837 162 Fax: 03 8672 7740 Ref: NG:26:9298KSON
Email: info@ksonconveyancing.com.au

PURCHASER: Name/s:
Address:

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

STREET ADDRESS: **23 MONET Drive, Truganina VIC 3029**

LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 1903 on PS725402M. Certificate of Title Volume 11570 Folio 046

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

PRICE: \$ _____

DEPOSIT: \$ _____ by ____/____/____ (of which \$ _____ has been paid)

BALANCE: \$ _____

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 or house under construction, in which case settlement is due on the later of:

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

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:

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 vendor's 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

- (g) property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances; 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 ("SC")

1. Definitions and Interpretation

"Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking Business.

"Deposit Bond" means an unconditional and irrevocable undertaking by a General Insurance Company approved by the vendor, subject to the terms of this Contract and in a form satisfactory to the vendor with an expiry date of at least 30 days after the expiry of the Settlement Date.

"Land" means the land being sold described in the particulars of sale.

"Owners Corporation Regulations" means the Owners Corporations Act 2006 or any subsequent amending regulations.

"Particulars of Sale" means the particulars of sale to which these special conditions are attached.

"Vendors Statement" means a statement in accordance with Section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.

Headings are part of this Contract but are for identification purposes only.

Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2. 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

3. Electronic conveyancing

EC

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

- 3.1 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 3.3 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*.
- 3.4 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.
- 3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.6 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 lodgment.
- 3.7 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 3.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm
- 3.8 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
- 3.9 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
- 3.10 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.

4. Identity

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.

5. Planning Schemes

The property is sold with all restrictions as to the use under any permit, scheme or overlay, order, plan, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. The Purchaser shall not be entitled to any compensation from the vendor due to any restriction and such restrictions shall not constitute a defect in the Vendor's title.

6. Guarantee

Where the Purchaser is a Corporation not listed on an Australian Stock Exchange the Purchaser shall obtain the execution by all the directors of the Corporation contemporaneously with the signing of the Contract by or on behalf of the Purchaser a Guarantee in the form annexed hereto. If the duly executed Guarantee is not delivered to the Vendor within the time specified the Purchaser shall be in default under this Contract

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.

7. 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.

The Purchaser acknowledges that his decision to purchase the property purchased the property has been as a result of his own inspections and enquiries of the property and all structures, buildings and other assets of the property. It is agreed between the parties that the Purchaser shall not be entitled to make any claim for compensation or objection whatsoever in respect of condition/ state of repair of the property as at the date of sale or any fair wear and tear thereafter.

The Purchaser acknowledges that any improvements on the property may be subject to Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws which effected the construction of any structures. The Purchaser shall not claim any compensation nor require the Vendor to comply with any of those laws or regulations (including having any final inspections carried out, installing pool fences or installing smoke detectors) should there be any failure to comply with any one or more of those laws or regulations and this shall not constitute a defect in the Vendors Title.

The purchaser acknowledges and declares that they have inspected or have had inspected on their behalf the chattels, fittings and assets being sold in this contract at or prior to the time of signing and are aware of any deficiencies or defects. Therefore the Purchaser shall not claim compensation or make an objection at settlement based on the working order of any fittings or other assets of the property at or before settlement.

8. FIRB Approval

- a) 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.
- b) If there is a breach of the warranty contained in this Special Condition (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;
- c) This warranty and indemnity do not merge on completion of this contract.

9. Merger

All terms and conditions as set out in the contract, which remain to be performed by, or are capable of having effect on the part of the Purchaser shall remain in full force after settlement and the registration of the Transfer of Land or other instrument. This Special Condition cannot be waived or altered in any way whatsoever, without the written, signed and witnessed informed consent of the vendor.

10. Mediation

The undersigned Purchaser agrees to resolve all disputes with the Vendor through mediation. Should any dispute arise, I irrevocably agree that I must complete the contract and pay the balance or purchase money without deduction, regardless of the circumstances and can only reserve to myself the right to seek compensation following the final settlement. The parties agree to jointly appoint a mediator from three mediators nominated by the vendor's representative and agree to observe the instructions of the mediator about the conduct of the mediation. If any dispute is not resolved by the mediation procedure, then it is irrevocably agreed then the parties may have recourse to any Court or Tribunal exercising jurisdiction over the subject matter of the dispute.

11. Acknowledgement

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent;

- a) A copy of this Contract of Sale in compliance with Section 53 of the Estate Agents Act; and
- b) A statement pursuant to Section 32 of the Sale of Land Act 1962.

12. Finance

- a) The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.
- b) If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender (not from a mortgage broker) refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

13. Nomination

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- a) The named Purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the Vendor's representative
- b) If the nominated purchaser or one or more of them is an incorporated body, then the named Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body
- c) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to re-prepare the required to (among other tasks) check the validity of the nomination, update their system records, re-prepare the State Revenue Office's stamp duty declaration and reprepare the notices of disposition. The Purchaser therefore agrees to reimburse the Vendor \$220.00 for costs incurred by their Conveyancer in relation to the nomination at settlement.

14. Adjustments

The purchaser will make available to the vendor copies of all certificates obtained to complete a Statement of Adjustments.

15. GST and Other Payments

The Vendor shall retain an equitable interest in the property and the Purchaser hereby grants the Vendor an equitable interest in all of the real estate as security until all penalties, costs, interest, GST (if any) and any other monies due under the contract, any written or oral agreement has been paid in full.

The Purchaser acknowledges that he shall pay any tax or impost in the nature of a consumption or a goods and services tax (hereinafter called "GST") together with all interest, penalties and costs which may be imposed by any government on the price set out in the contract or any part thereof immediately upon the delivery of a Tax Invoice pay any GST, interest, penalties and costs upon demand, shall be deemed to be a breach of the contract. This condition shall not merge with the settlement and the GST together with all interest, penalties and costs shall be recoverable by

the vendor as a liquidated debt payable on demand and the Vendor shall retain an equitable interest in the land sold until all moneys due under the contract and this special condition are paid in full.

16. GST Withholding

- a) Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- b) This special condition applies if the purchaser is required to pay the Commissioner an * *amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is * *new residential premises* or * *potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- c) The amount is to be deducted from the vendor's entitlement to the contract * *consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- d) The purchaser must:
 - i. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - ii. ensure that the representative does so.
- e) The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - i. 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 on settlement of the sale of the property;
 - ii. promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - iii. otherwise comply, or ensure compliance, with this special condition;
 - iv. despite:
 - v. any contrary instructions, other than from both the purchaser and the vendor; and
 - vi. any other provision in this contract to the contrary
- f) The representative is taken to have complied with the requirements of special condition (f) if: 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 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- g) The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if: so agreed by the vendor in writing; and the settlement is not conducted through an electronic settlement system described in special condition 8.7. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must: immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- h) The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement
- i) A party must provide the other party with such information as the other party requires to:
 - i. decide if an amount is required to be paid or the quantum of it, or
 - ii. comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- j) The vendor warrants that:
 - i. at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - ii. the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- k) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that
 - i. the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
 - ii. the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with

section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

- l) This special condition will not merge on settlement

17. General Conditions

The parties to the contract agree that if there is any inconsistency between the Special Conditions and the General Conditions of the contract, the Special Condition will prevail and have priority

- a) General Condition 8 is deleted.
- b) General Condition 11.1 (b) is amended by deleting 'if there is no estate agent'.
- c) General Condition 11.4 (b) is amended by substituting 'by draft or' with 'bank'.
- d) General Condition 15 is amended so that the Land Tax is not an adjustable item.
- e) General Condition 18 is amended to read 'The purchaser and their guarantors may nominate a substitute or additional purchaser, but the named purchaser and their guarantors remain personally liable for the due performance of all the purchaser's obligations under this contract.
- f) General Condition 20 is amended so that the following sentence is inserted at the end of the condition. 'Where the purchaser is a Trust the vendor may require one or more of the Trustees (or the directors of the Trustee proprietary limited company) to personally guarantee the purchaser's performance of the contract.'
- g) General Conditions 24.4, 24.5 and 24.6 are deleted.
- h) General Condition 26 is deleted.

18. Time for settlement

If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the Settlement Date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation then the party who fails to perform that obligation by the stated time on the date shall be in default

If the Purchaser is not in default under this contract, the Purchaser shall pay to the Vendor's representative the sum of \$275.00 for each change to the settlement date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request

19. Swimming pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

20. Default

General Condition 25 (GC25) contained in the Contract of Sale of Real Estate prescribed under Section 99 of the Estate Agents Act 1980 shall not apply to the Contract attached hereto and the following special condition shall apply in its stead. If the purchaser shall default in compliance with the terms and conditions of this Contract the Purchaser shall pay upon demand:

- a) interest as herein provided;
- b) all expenses incurred by the Vendor as a result of such breach, including but not limited to:
 - i) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property or business and interest charged on such bridging finance;
 - ii) Interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement
 - iii) Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
 - iv) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- c) the Vendor's Agent/Conveyancer/Legal costs of and incidental to the preparation and service of any notice of default; and
- d) all costs and expenses as between agent/conveyancer/solicitor and own client.

The Purchaser agrees to pay the Vendor's reasonable costs of each and every default in the sum of \$440.00 (inclusive of GST) together with a further sum of \$550.00 (inclusive of GST) for each and every Default Notice

prepared and served on the purchaser or his representative. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this Contract or otherwise.

The Purchaser shall pay to the Vendor interest at the rate being 4 per cent higher than the rate prescribed pursuant to Section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor.

21. Settlement

In the instance that, at the settlement date the Certificate of Title is unable to be handed to the Purchaser, the Purchaser shall accept, in lieu of the Certificate of Title relating to the land, an Order to Register endorsed thereon by the controlling party directing the Land Titles Office to issue the Certificate of Title to the Purchaser or another party nominated by the Purchaser.

22. Swimming Pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

23. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

23.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in-tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

23.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

23.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

23.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they were installed, their input to the electricity grid, any benefits arising from any electricity generated by the solar panels, or otherwise

22. AUCTION

The property is offered for sale by auction, subject to the vendors reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auction)

Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.

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	Priyank Mangaldas Patel And Komalben Priyank Patel
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: 11570 Folio: 046 and known as
STREET ADDRESS	23 MONET Drive, Truganina VIC 3029

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) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is contained in the attached documents, where applicable.
- 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 an** 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 :	Wyndham City Planning Scheme
The responsible authority is:	Wyndham City Council
Zoning and/or Reservation:	Urban Growth Zone
Name of Planning overlay:	Development Contributions Plan Overlay

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.

Where the property is outside the metropolitan area (as defined in the Sale of Land Act 1962 (Vic)) the planning instrument may or may not prohibit the construction of a dwelling house on the property. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be in an area which is subject to special overlays which control subdivisions, building heights, environmental, wildfire management, significant landscape, design and development, heritage and vegetation issues. The purchaser should conduct appropriate inquiries prior to committing to buy.

Proposed Planning Scheme Amendments – this property may be subject to Planning Scheme Amendments proposed by the Responsible Authority. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be inside or outside the Urban Growth Boundary Ministerial Direction No 10. The Urban Growth Boundary may or may not apply to this property. The purchaser should conduct their own inquiries prior to committing to buy.

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: \$6,500.00

1. Wyndham City Council
2. Greater Western Water
3. Owners Corporation details
4. State Revenue Office Land Tax (if applicable)

There are no amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items above. 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:

1. Owners Corporation (if applicable) special levies
2. Land Tax if the property is not exempt as your principal place of residence
3. 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:

Telephone

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 into 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.



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

VOLUME 11570 FOLIO 046

Security no : 124132066553B
Produced 11/02/2026 11:18 AM

LAND DESCRIPTION

Lot 1903 on Plan of Subdivision 725402M.
PARENT TITLE Volume 11549 Folio 411
Created by instrument PS725402M 14/05/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PRIYANK MANGALDAS PATEL
KOMALBEN PRIYANK PATEL both of 9 /77 ESKDALE ROAD CAULFIELD NORTH VIC 3161
AM184951M 16/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU127055V 11/03/2021
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS725402M 14/05/2015

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
AK553628G 27/08/2013

DIAGRAM LOCATION

SEE PS725402M 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: 23 MONET DRIVE TRUGANINA VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 11/03/2021

DOCUMENT END



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Document Identification	PS725402M
Number of Pages (excluding this cover sheet)	4
Document Assembled	11/02/2026 11:18

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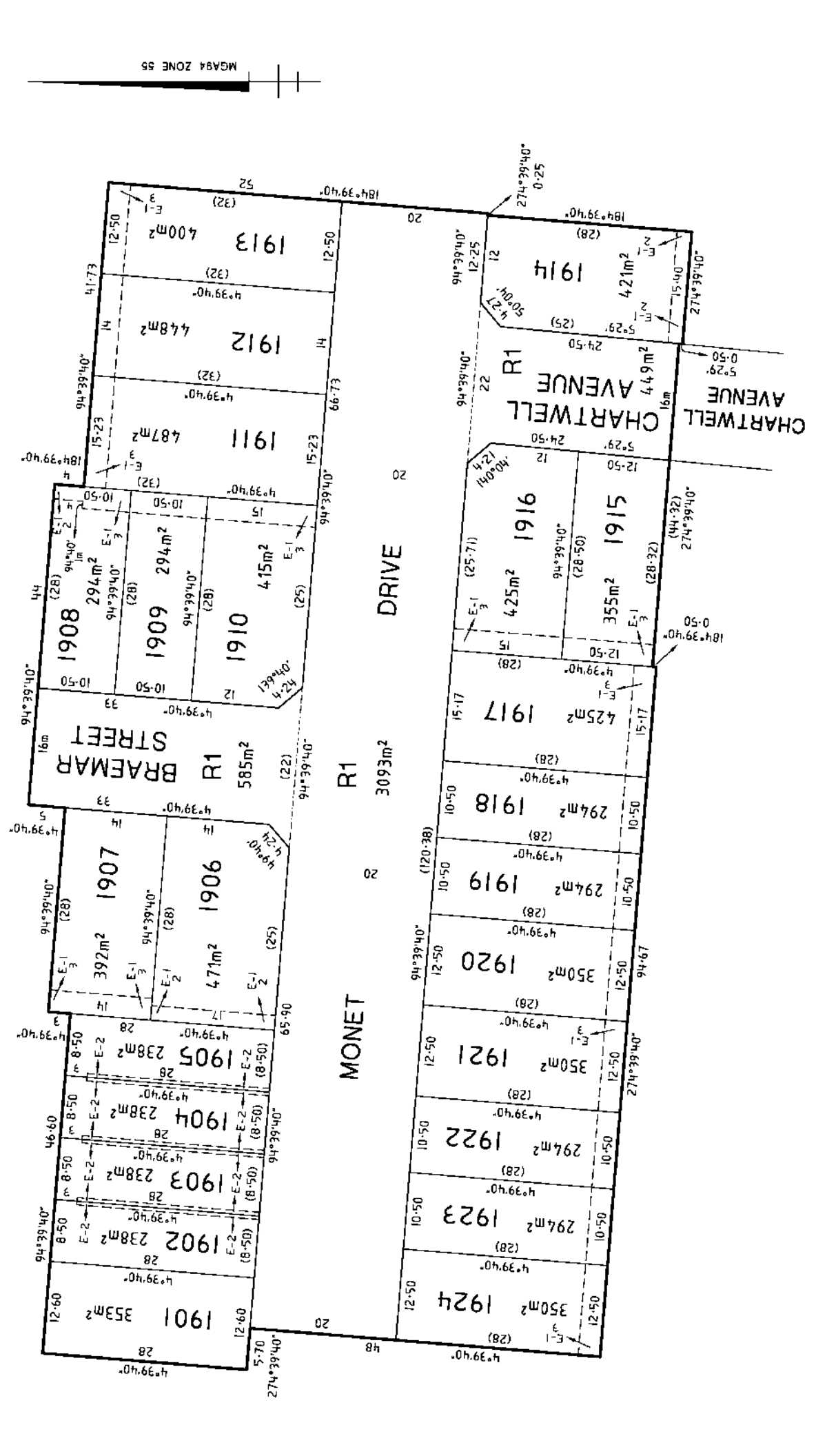
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PLAN OF SUBDIVISION		STAGE NO. -----	LRS use only. EDITION 1	Plan Number PS725402M		
<p style="text-align: center;">Location of Land</p> Parish: TRUGANINA Township: Section: 14 Crown Allotment: 3A (Part) Crown Portion: Title Reference: Vol.11549 Fol. 411 Last Plan Reference: Lot P on PS723972D Postal Address: Monet Drive Truganina 3029 MGA Co-ordinates E 301 230 Zone: 55 (of approx centre of plan) N5 809 400		<p style="text-align: center;">Council Certification</p> Council Name: Wyndham City Council Ref. 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. PUBLIC OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has/has not been satisfied. (iii) The requirement is to be satisfied in Stage (iv) The requirement has been satisfied for Council delegate signature print name Council seal Date / / This plan is re-certified under section 11(7) of the Subdivision Act 1988 Council delegate signature print name Council seal Date / /				
Vesting of Roads and / or Reserve						
Identifier	Council / Body / Person					
Road R1	Wyndham City Council					
Notations						
Depth Limitation 15.24 metres						
Staging This is not a staged subdivision. Planning Permit No. WYP 5467/11						
<p><u>Other purpose of plan:</u> To remove that part of Carriageway easement E-7 created on PS723972D where it lies within Road R1 on this plan.</p> <p><u>Grounds for Removal</u> By agreement between all interested parties.</p>		Lots 1901 to 1924 on this plan are affected by Approved 3D Building Envelopes in MCP DEALING NO. AA2663 Refer to Creation of Restriction on sheet 3 of this plan for details. Lots 1 to 1900 have been omitted from this Plan. Party Wall easements E-2 (0.15m wide) have been exaggerated in the diagrams herein for clarity purposes.				
Allura Estate - Release 19 (Lots 1901 to 1924) Area of Release: 1.249ha No. of Lots: 24		THIS IS A SPEAR PLAN Survey This plan is based on survey.				
Easement Information						
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
LRS use only						
Statement of Compliance/Exemption Statement						
Received <input checked="" type="checkbox"/>						
DATE 01 / 05 / 2015						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	Drainage	See Diagram	This Plan	Wyndham City Council		
	Sewerage			City West Water Corporation		
E-2	Party Wall	0.15	This Plan	The relevant abutting lot on this plan		
LRS use only						
PLAN REGISTERED						
TIME 11:28 am						
DATE 15 / 05 / 2015						
Ian D Thomson Assistant Registrar of Titles						
Sheet 1 of 3						
<p>TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au</p>		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN Signature <u>DIGITALLY SIGNED</u> Date / / REF. 08583-S19 VERSION 4			Date / / Council Delegate Signature Original sheet size A3	

Plan Number
PS725402M

STAGE NO.

PLAN OF SUBDIVISION



Sheet 2

LICENSED SURVEYOR :
 Signature: _____ Date: / /
 REF. **08583-S19** VERSION **4**
 Council Delegate Signature

SCALE
 5 0 5 10 15 20
 LENGTHS ARE IN METRES

ORIGINAL
 SCALE 1:500
 SHEET SIZE A3

TAYLORS
 Urban Development | Built Environments | Infrastructure
 8/270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylors.com.au

PLAN OF SUBDIVISION	STAGE NO. 	Plan Number PS725402M
----------------------------	---------------	---------------------------------

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED.

DESCRIPTION OF RESTRICTION

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE TABLES OF BURDENED AND BENEFITED LAND.

TABLE OF BURDENED AND BENEFITED LAND.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1901	1902
1902	1901, 1903
1903	1902, 1904
1904	1903, 1905
1905	1904, 1906, 1907
1906	1905, 1907
1907	1905, 1906
1908	1909, 1911
1909	1908, 1910, 1911
1910	1909, 1911
1911	1908, 1909, 1910, 1912
1912	1911, 1913
1913	1912
1914	1913
1915	1916, 1917
1916	1915, 1917
1917	1915, 1916, 1918
1918	1917, 1919
1919	1918, 1920
1920	1919, 1921
1921	1920, 1922
1922	1921, 1923
1923	1922, 1924
1924	1923



THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN:

1. MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT OR ANY PART OF IT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED **MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO. AA2663** WITHOUT THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY. THE PROVISIONS OF THE SAID MCP ARE INCORPORATED INTO THIS RESTRICTION;
2. MUST NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS SUCH AN AMENDMENT AND ANY CRITERIA OR MATTERS WHICH MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON SUCH AN AMENDMENT ARE TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY; AND
3. MUST NOT ERECT ANY BUILDING ON A LOT UNLESS THE PLANS FOR SUCH A BUILDING ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF A BUILDING PERMIT. THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE SAID LOT.

A BUILDING ENVELOPE SHALL CEASE TO HAVE EFFECT ON A LOT CONTAINING A BUILDING ENVELOPE 2 YEARS AFTER REGISTRATION OF THIS PLAN.



Urban Development | Built Environments | Infrastructure
 B / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

ORIGINAL	SCALE	LICENSED SURVEYOR :	Sheet 3
SCALE	SHEET SIZE	Signature	Date / /
A3	 LENGTHS ARE IN METRES	REF. 08583-S19 VERSION 4	Date / / Council Delegate Signature



**Plan of Subdivision PS725402M
Concurrent Certification and Statement of Compliance
(Form 3)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S049939A
Plan Number: PS725402M
Responsible Authority Name: Wyndham City Council
Responsible Authority Reference Number 1: WYP5467/11
Responsible Authority Reference Number 2: WYS2851/14
Surveyor's Plan Version: 4

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Growth Areas Infrastructure Contribution

Yes, the land associated with this Statement of Compliance is subject to GAIC (A notification will be sent to the State Revenue Office).

No, the land associated with this Statement of Compliance is not subject to GAIC.

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Annette Monk
Organisation: Wyndham City Council
Date: 01/05/2015



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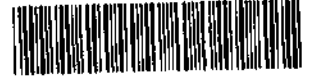
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27/08/2013 \$113 173



**Application by a Responsible Authority
for the making of a recording of an agreement
Section 181(1) *Planning and Environment Act 1987***

Lodged by:
Name: Norton Rose Fulbright Australia
Phone: 8686 6000
Address: RACV Tower, 485 Bourke Street, Melbourne
Ref: TNB:CLS:2776060
Customer Code: 1724X

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

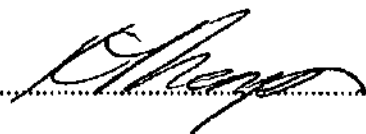
The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Lot Z on Plan of Subdivision 711033V, being the land described in Certificate of Title Volume 11423 Folio 116

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030

Section and Act under which agreement made: Section 173 *Planning & Environment Act 1987*

A copy of the Agreement is attached to this Application.

Signature for the Authority:.....

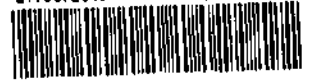
Name of Officer:.....KERRY THOMPSON.....

Office held:.....CEO.....

Date:.....18.7.13.....

AK553628G

27/08/2013 \$113 173



PLANNING AGREEMENT

Stockland Development Pty Ltd ACN 000 064 835

("the Owner")

and

WYNDHAM CITY COUNCIL

AK553628G



- 2 -

THIS AGREEMENT is made the 18th day of July 2013 pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES:

Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee, Victoria 3053 ("Council"); and

Stockland Development Pty Ltd ACN 000 064 835 of Level 25, 133 Castlereagh Street, Sydney, NSW, 2000 ("the Owner")

RECITALS:

- A. Council is responsible for the administration and enforcement of the Wyndham Planning Scheme ("the Planning Scheme") pursuant to the provisions of the Planning and Environment Act 1987 ("the Act").
- B. The Owner is the registered proprietor of Certificate of Title Volume 11423 Folio 116, being Lot Z on PS711033V ("the Land").
- C. The Land is subject to Urban Growth Zone Schedule 1 (UGZ1) and Development Contributions Plan Overlay Schedule 8 (DCPO8), and partly subject to Development Contributions Plan Overlay Schedule 5 (DCPO5) under the Planning Scheme.
- D. The Owner and Council acknowledge that development contributions in relation to the Land shall be made generally in accordance with the Truganina South Precinct Development Contributions Plan (Truganina South DCP) and the Westmeadows Lane and Marquands Development Contributions Plan (Marquands Road DCP).
- E. Council is the collecting agency and the development agency under the DCPs.
- F. Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency.
- G. The DCPs provide that, where the collecting agency agrees in writing, infrastructure projects funded in the DCPs may be provided by developers with a credit being provided to the developer against its Development Contributions Liability.
- H. Clause 52.01 of the planning scheme and the PSP together require a passive open space contribution of 2.65% of Net Development Area.
- I. On 15 November 2011, Council issued Planning Permit No. WYP5095/11.15, which allows residential subdivision of the Land (Allura Estate Stages 1-11). Condition 3 of the Planning Permit requires the owner of the Land to enter into an agreement under section 173 of the Act which provides for:
 - (a) the payment of development and community infrastructure levies in accordance with the Truganina South DCP; and
 - (b) the payment of open space contributions in accordance with the Schedule to clause 52.01 of the planning scheme and the PSP.

- 3 -

- J. Condition 7 of the Planning Permit allows Council to require the Owner to enter into an agreement which specifies the infrastructure to be provided as part of the development and gives effect to the approved Public Infrastructure Plan.
- K. The Planning Permit relates only to part of the Land. The Owner intends, subject to the necessary planning permits being obtained, to develop the balance of the Land that is not covered by the Planning Permit. This Agreement applies to all of the Land.
- L. The parties enter into this Agreement to facilitate the requirements referred to in these Recitals.

IT IS AGREED THAT:

- 1. Without limiting the operation or effect which this agreement otherwise has, the parties acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.
- 2. This agreement shall come into force immediately and shall run with the title to the Land.

Interpretation

- 3. The parties agree that in the interpretation of this agreement:

Active Open Space Reserve means the 8.0 hectares of land described in section 5.7 of the Truganina South DCP and shown on the plans endorsed under the Planning Permit;

Certification means certification of a plan of subdivision by Council under the *Subdivision Act 1988*;

Community Centre Land means the land described as "Truganina (South) Kindergarten / Children's Centre" in "Table 4: Other Development Infrastructure Costs, Truganina South" in the Truganina South DCP and shown on the plans endorsed under the Planning Permit;

Community Infrastructure Levy means the community infrastructure levy required to be paid pursuant to the Planning Permit and clause 45.06 of the planning scheme, calculated in accordance with the Truganina South DCP;

DCPs means the development contribution plans referred to in recital D;

Development means the development intended to be carried out on the Land;

Development Contributions Liability has the meaning given in clause 14;

Development Infrastructure Levy means the development infrastructure levy required to be paid pursuant to the Planning Permit and clause 45.06 of the planning scheme, calculated in accordance with the Truganina South DCP;

Land means the land referred to in recital B;

Marquands Road DCP means the Marquands Development Contributions Plan incorporated into the planning scheme ;



Marquands Road Works means the works on Marquands Road that are funded by the Marquands Road DCP.

Net Development Area has the meaning set out in section 7.0 of the Truganina South DCP;

Owner shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner with respect to the Land of which it is registered as proprietor shall also be binding on its successors, transferees, Purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("the successors") as if each of those successors had separately executed this agreement;

Planning Permit means the permit referred to in Recital I and plans endorsed under it and as amended from time to time;

Potential DCP Project means a project funded partially or wholly by the Truganina South DCP that is reasonably required or desirable to be provided as part of the development of the Land. Schedule 2 includes an indicative list of Potential DCP Projects;

PSP means the PSP referred to in UGZ 1 ;

Public Infrastructure Plan means the plan referred to in Recital J, once approved by Council or any replacement plan approved by Council;

Residential Lot means a lot which in the opinion of Council is of a size and dimension such that it is intended to be developed as a house lot without further subdivision;

Statement of Compliance means a statement of compliance issued by Council under the *Subdivision Act 1988*;

Truganina South DCP means the Truganina South Development Contributions Plan incorporated into the planning scheme.

Interpretation

4. The parties agree that in the interpretation of this agreement:
 - 4.1 The singular includes the plural and the plural includes the singular;
 - 4.2 A reference to a gender includes a reference to each other gender;
 - 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
 - 4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally;
 - 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
 - 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this agreement; and
 - 4.7 The recitals to this agreement are and will be deemed to form part of this agreement including any terms defined within the recitals.



Severability

5. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this agreement shall remain operative.

Obligations of the Parties

6. The Owner agrees:

Vesting of Active Open Space

- 6.1 To ensure that the plan of subdivision for Stage 6 of the Development vests the Active Open Space Reserve and the Community Centre Land in Council, at the Owner's cost;

Contribution towards Marquands Road

- 6.2 To pay a contribution towards the construction of Marquands Road equal to Frontage Liability minus Works Credit where:

- (i) "Frontage Liability", which is based on frontage to Marquands Road and liability under the Marquands Road DCP, equals \$654,208.00 indexed in accordance with Section 7.4 of the Marquands Road DCP from the March 2010 quarter, as at the date that those works are completed; and
- (ii) "Works Credit" equals the value of the Marquands Road Works being undertaken by the Owner, as agreed between Council and the Owner, as at the date that those works are completed.

Credits to be allowed by Council

7. Council agrees that upon entering into this Agreement, Council will allow the Owner:
- (1) a credit against its Development Contributions Liability of \$6,000,000.00 in relation to the vesting of the Active Open Space Reserve in accordance with clause 6.1; and
 - (2) a credit against its Development Contributions Liability of \$225,000.00 in relation to the vesting of the Community Centre Land in Council in accordance with clause 6.1.

Potential Works In Kind

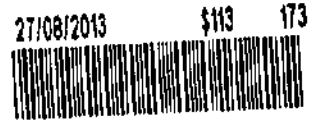
8. The Owner may apply for approval to construct or provide (as land) one or more of the Potential DCP Projects. The Owner's application must be in writing and must be given to Council at least 3 months prior to the proposed commencement of construction of a Potential DCP Project or the proposed provision via vesting or transfer of land to Council of a Potential DCP Project.
- 8.1 The Council may approve an application made by the Owner under clause 8. Council must make a decision in relation to an application within a reasonable time.
9. If Council allows the Owner to provide a Potential DCP Project, the Owner agrees that it will construct the Potential DCP Project:
- (1) in accordance with the plans and specifications approved by Council under clause 10 of this Agreement;
 - (2) by a date to be agreed with Council; and

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27/06/2013 \$113 173



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- (3) to the reasonable satisfaction of Council.
- 10. If Council allows the Owner to provide a Potential DCP Project the Owner must submit proposed plans and specification details for the Potential DCP Project to Council for approval. The proposed design and specification details for the Potential DCP Project must be generally in accordance with the Truganina South DCP unless otherwise agreed in writing.
- 11. If the Owner does not meet the timeframe set out in clause 9(2), Council may:
 - (1) extend the time for completion of the Potential DCP Project;
 - (2) refuse to issue any further Statements of Compliance for subdivision until the Potential DCP Project is completed; or
 - (3) extend the time for completion of the Potential DCP Project and require a bank guarantee to secure the completion of the Potential DCP Project.
- 12. If Council allows the provision of a Potential DCP Project , then upon practical completion of the Potential DCP Project Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the Truganina South DCP.
- 13. If Council allows the provision of land comprising a Potential DCP Project , then upon vesting in or transfer to Council of the land comprising the Potential DCP Project, Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the Truganina South DCP.

Balancing liabilities and credits and carrying forward of credit

- 14. The Owner acknowledges that it has a liability (“Development Contributions Liability”) in relation to the Land:
 - (1) to pay the Development Infrastructure Levy in cash calculated on a per net developable hectare basis as set out in the DCPO8 and the Truganina South DCP:
 - (a) after Certification of the plan of subdivision for the relevant stage of subdivision and not more than 21 days prior to the issue of a Statement of Compliance in respect of the plan of subdivision for the relevant stage of subdivision; or
 - (b) as agreed with Council.
 - (2) to pay the Community Infrastructure Levy payable in relation to the Residential Lots to be created by a stage prior to issue of a Statement of Compliance for that stage or otherwise as agreed with Council;
 - (3) to pay a public open space contribution in relation to each stage prior to issue of a Statement of Compliance for the stage, calculated on the basis of 2.65% of the Land, with a land value of \$750,000.00 per hectare in accordance with clause 52.01 of the Planning Scheme and the PSP.
- 15. The Owner agrees to pay its Development Contributions Liability on a stage-by-stage basis except as otherwise provided for in this agreement.
- 16. Council:
 - (1) agrees that the Owner will not be required to pay its Development Contributions Liability on a stage-by-stage basis in cash until all credits that the Owner is entitled to under this agreement have been exhausted;

- 7 -

- (2) acknowledges that, upon the Owner complying with its obligations under this Agreement, the Owner will have, in relation to the Land, fully discharged its obligations in relation to the Owner's Development Contributions Liability.

Adjustment and administration

17. The parties agree that, unless otherwise specified, all values in this Agreement, including dollar amounts, land values and credits are to be adjusted in accordance with section 3.3 of the Truganina South DCP:

- (1) in relation to land - from March 2011 to the date of vesting; or
- (2) in relation to works - from the March quarter of 2010 to the date of practical completion of those works.

18. The Owner must on 1 July in each year after the execution of this Agreement prior to seeking a Statement of Compliance for a stage submit a table in substantially the same form as Schedule 1 but adjusted for indexation and land adjustments in accordance with section 3.3 of the Truganina South DCP and which also takes into account payments made, credits allowed and credit utilised all to the satisfaction of Council.

19. In relation to a planning permit for subdivision of the Land other than the Planning Permit, the Owner must:

- (1) prior to commencing works pursuant to the Planning Permit; and
- (2) prior to seeking a Statement of Compliance for a stage of the subdivision approved by a permit,

submit a table in substantially the same form as Schedule 1 but adjusted in accordance with section 3.3 of the Truganina South DCP and to take into account payments made, credits allowed and credits utilised, to the satisfaction of Council.

Agreed Land Values

20. Council and the Owner agree that

- (1) the provisions of this agreement that refer or relate to land values are intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of any part of the Land; and
- (2) upon payment being made in accordance with this agreement whether as a monetary amount or by a credit in respect of any of the Land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of any part of the Land.

Disputes

21. In the event of any dispute between the parties concerning the interpretation or implementation of this agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman



of the Victorian chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration pursuant to the Commercial Arbitration Act 1984.

22. Where provision is made in this agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.
23. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 21 and 22. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

24. The Owner warrants and covenants that as at the date hereof, the Owner is both the registered proprietor and the beneficial Owner of the Land;
25. Without limiting the operation or effect which this Agreement has, apart from the Owner and any other person who has consented in writing to this Agreement and those parties who have entered into a contract of sale for purchase of a lot prior to registration of the relevant plan of subdivision, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.
26. The Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958*.

Registration of agreement

27. Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable Council to register this agreement on the certificate of title to the Land, in accordance with section 181 of the Act.
28. Without limiting the operation or effect which this agreement has, the Owner must ensure that until such time as this agreement is registered on the certificate of title to the Land, successors in title shall be required to:
 - (1) give effect to and do all acts and sign all documents which will require those successors to give effect to this agreement; and
 - (2) execute under seal a deed agreeing to be bound by the terms of this agreement and upon such execution this agreement shall continue as if executed by such successors as well as by the parties to this agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Ending of agreement

29. Where the Owner has fulfilled all its obligations under this Agreement in respect of a stage of Development, it shall advise Council accordingly, and Council shall, if the Owner prepares the required application, advise Land Registry Victoria that this agreement no longer applies to the part of the Land in that stage. The application to the Land Registry Victoria shall be at the cost of the Owner.

Notification to Successors in Title

30. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended Purchaser, transferee or assignee the existence and nature of this agreement.

AK553628G

27/08/2013 \$113 173



31. The Owner and Council acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the Owner are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, their successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner may apply for planning permission

32. The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the Owner to make any application under the planning scheme for permission to use and develop the Land or prevent or constrain the Council from considering and determining any such application in accordance with the requirements of the planning scheme and the Act.

Service

33. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
- (1) By delivering it personally to that party;
 - (2) By sending it by prepaid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time; or
 - (3) By sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.
34. A notice or other communication is deemed served:
- (1) If delivered, on the next following business day;
 - (2) If posted, on the expiration of two business days after the date of posting; or
 - (3) If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

Entire understanding

35. This Agreement:
- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

Counterparts

36. This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:
- (1) must be treated as an original counterpart;
 - (2) is sufficient evidence of the execution of the original; and
 - (3) may be produced in evidence for all purposes in place of the original.



IN CONFIRMATION of their agreement the parties have executed this agreement on the date set out at the commencement of this agreement.

Executed by Stockland Development Pty Limited ACN 000 064 835 by its Attorney

Executed for and on behalf of Stockland Development Pty Ltd by its attorney BENJAMIN LED CANTWELL under the power of attorney dated 11th May 2011. A certified copy of which is filed in the Permanent Order book No.277 Page 030 Item 28

[Name of Attorney] under Power of Attorney dated 30 January 2008 in the presence of:

Signature of Witness

CARLIN HARLEY

Name of Witness
(BLOCK LETTERS)

Signature of Attorney

BENJAMIN LED CANTWELL

Name of Attorney
(BLOCK LETTERS)

SIGNED FOR AND ON BEHALF OF WYNDHAM CITY COUNCIL pursuant to an Instrument of Delegation dated 29 May 2012

KERRY THOMPSON, CEO

Name and Position Title

18. 7. 13

Date

AK553628G
27/08/2013 113 173

AK553628G

27/08/2013

\$143

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SCHEDULE 1

Staging Table

AK553628G

27/08/2013 \$113 173



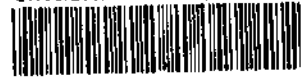
Stage	1	2	3	4	5	6	Total
Net development area							
Development Infrastructure Levy							
Community Infrastructure Levy							
Passive Open Space							
Credit for Active Open Space Reserve							
Credit for Community Centre Land							
Total							

AK553628G

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27/08/2013 \$113 173

SCHEDULE 2



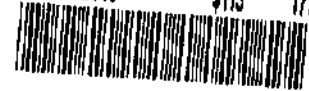
Indicative list of Potential DCP Projects

AK553628G

27/08/2013

\$113

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Schedule 2

Potential WIK for Allora				
ID No.	WIK Items	Total Cost	Staging Trigger	
Roads & Intersections				
1	Leakes Rd - Greenfield to 2 lane rural construction (approx. 1048m)	\$ 1,406,709		2009 Dollars
2	Forsyth Rd Widening - North of Westmeadow Ln (approx 615 m x 34m reservation)	\$ 1,560,250	16	March 2010 Dollars
3	Forsyth Rd Widening - South of Westmeadow Ln (approx. 450 m x 34m reservation)	\$ 1,147,500	16	March 2010 Dollars
4	Marquand's Rd construction (approx 1059m)	\$ 12,438		
5	Intersection Leakes Rd and Forsyth Rd	\$ 3,797,893		March 2011 Dollars; Full cost after adjustment for relocation service costs
6	Intersection Leakes Rd and N-S Collector	\$ 3,010,689		March 2011 Dollars; Full cost after adjustment for relocation service costs; under discussion as per
7	Intersection Forsyth Rd and E-W Collector	\$ 3,386,218	15	March 2011 Dollars
12	Forsyth Rd Construction (approx 1065m in total length)	\$ 4,523,801	16	March 2010 \$; end road overlaps
Culverts Construction				
8	East-West collector culvert construction	\$ 981,514	15	June 2010 \$
9	North-South Collector Rd Culvert	\$ 615,595		June 2010 \$
10	East-West Collector and Croyley Drains construction of culvert	\$ 839,606	13	June 2010 \$
11	Local Rd across Croyley Drains construction of culvert	\$ 192,055	13	June 2010 \$
13	East-West collector rd crossing thru GSM (120 m)	\$ 168,460	15	June 2010 \$
19	Conservation tracks (approx 71m north of westmeadows ln & 154m south of westmeadows ln)	\$ 67,500	25	March 2010 \$
GSM Vegetation Offsets				
14	GSM Offset - Forsyth Rd (1.326 ha)	\$ 180,950	15	June 2010 \$
15	GSM Offset - East-west collector (0.294)	\$ 32,175	15	June 2010 \$
Pedestrian Bridges & Trails				
17	Construct pedestrian trail along drainage reserve along frontage (approx 529m)	\$ 158,700		March 2010 \$
18	Construction of pedestrian trail along Dorherly Creek (543m north of westmeadows ln)	\$ 162,900	25	March 2010 \$
20	Construction of pedestrian trail along Dorherly Creek (930m south of westmeadows ln)	\$ 279,000	25	March 2010 \$
21	Pedestrian bridge (west)	\$ 144,000	21	March 2010 \$
22	Pedestrian bridge (north-west)	\$ 144,000	21	March 2010 \$
23	Pedestrian bridge (south)	\$ 144,000	21	March 2010 \$
Splays				
24	Splays Forsyth Rd and Westmeadows Ln (1314 sq m)	\$ 98,550		March 2010 \$
25	Splays for Leakes/NS collector intersection (566 sq m)	\$ 42,450		March 2010 \$
Active Recreation				
26	Land for active sporting reserve (8ha)	\$ 6,000,000	6	March 2010 \$
27	2 Football/cricket ovals	\$ 3,069,813	10	March 2010 \$
28	Landscaping (2 ha)	\$ 570,065	10	March 2010 \$
29	Path through Reserve	\$ 96,250	10	March 2010 \$
30	1 Football/Cricket pavilion	\$ 1,457,500		March 2010 \$
31	8 tennis/netball courts	\$ 933,457		March 2010 \$; redirect to football/cricket ovals & landscaping
32	1 tennis/netball pavilion	\$ 457,500		March 2010 \$
33	14. Basic landscaping for passive open space (0.75 ha)	\$ 427,549	18	March 2010 \$
36	Embellishment of Village Green (0.2ha)	\$ 114,013	26	Ed
Community Facilities				
34	Land for Community Centre (0.3 ha)	\$ 225,000	6	March 2010 \$
35	Construction of Community Centre Ind. pre-school component	\$ 3,073,355		March 2010 \$

NDA		72,23
Development yield		1,161
DHL	\$	269,718
CIL	\$	900



Rates Correspondence
 Wyndham City
 PO Box 197
 Werribee Victoria 3030
 www.wyndham.vic.gov.au
 mail@wyndham.vic.gov.au
 ABN: 38 393 903 860

General Enquiries
 1300 023 411
Customer Service Centres
Civic Centre Mon - Fri 8.30am - 5pm
Point Cook Community Learning Centre
 Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
 Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
 Mon - Fri 9am - 5pm

Instalment Notice 2025 - 2026

1 July 2025 - 30 June 2026



024-3029 (29455)
E

P M Patel & K P Patel
 7 Caselin Street
 TARNEIT VIC 3029

Assessment
Number
214904

Due Date
30/11/2025

Bank Reference
Number
2015025

Issue Date
06/11/2025

214904



PROPERTY LOCATION AND DESCRIPTION
 V 11570 F 046 L 1903 PS 725402 Truganina Parish
23 Monet Drive TRUGANINA VIC 3029
 AVPC Code: 110

2ND INSTALMENT NOTICE

Instalment Amount Due **\$457.00**
Total Amount Due \$457.00

ARREARS OUTSTANDING
1st Instalment 30/09/2025 \$0.00
2nd Instalment 30/11/2025 \$457.00
3rd Instalment 28/02/2026 \$457.00
4th Instalment 31/05/2026 \$457.00

If you are having any difficulties making your instalment payment please contact Council on 1300 023 411.



Go Green! Have your Rates Notice delivered by email.
 Sign up at EzyBill at <https://wyndham.ezybill.com.au>



Payments received after 05/11/2025 will not be shown on this notice.

214904



457.00



Assessment No. 214904
Name P M Patel & K P Patel
Address 23 Monet Drive
 TRUGANINA VIC 3029

2nd Instalment by
 30/11/2025
\$457.00

To pay visit: www.wyndham.vic.gov.au or turn over the page for more options

Online 	Direct Debit 	Bpay 	Australia Post 	Payment in Person 	Mail
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Instalment *396 2015025 \$457.00

Sign up to Ezybill to receive all notices electronically, and view past notices anytime at no cost (2019 to latest)
 Please note as of 1st July 2025, an admin fee of \$19.40 will apply per notice for any requests for copies of notices.

Appeal against rates

If you do not agree with a rate or charge and believe that:

- (a) a rate has been declared in respect of non-rateable land;
- (b) the rate or charge assessment has been incorrectly calculated; or
- (c) the wrong person has been levied with the rate or charge,

please contact Council's Rating Services Unit on 1300 023 411 to discuss the matter further.

If you are not satisfied with the outcome of your enquiry you may, within 60 days of receiving this notice, appeal to the County Court under section 184 of the *Local Government Act 1989*, and notify Council in writing of your intention to appeal.

Notice of valuation

Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2025 for the 2025 general valuation.

Council's general valuation may be used by other rating authorities to assess rates and taxes. The State Revenue Office (SRO) uses the general valuation to assess land tax. Further information on this use can be found on the SRO website (www.sro.vic.gov.au).

Objection against valuation

Any person aggrieved by a valuation of land made by Council may object to that valuation in accordance with section 16 of the *Valuation of Land Act 1960*. Objections must be made in writing or lodged online via the Rating Valuation Objections Portal on the Land Use Victoria website, and must set out the grounds for objection and contain the prescribed information as set out in regulation 13 of the *Valuation of Land Regulations 2014*. Objections must be lodged within 60 days of the issue date of this notice. Please contact Rating Services Unit on 1300 023 411 to discuss your appeal.

The lodging of an objection does not constitute grounds for non-payment of the council rate as assessed on this notice. Payment is required to be made by the due date pending the outcome of any objection.

Capping of Council rates

Council has complied with the Victorian Government's rates cap of 3.0 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons—

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

Payment of rates

Council has declared that rates and charges are to be paid by instalments. If you prefer to make a single full payment, this must be done by the first instalment due date to avoid any penalty interest. Notices will be sent for the second, third and fourth instalments.

All payments will be allocated in the following order:

1. Legal costs owing (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing (if any)

Arrears and late payments

Payment options are identified in this notice. Where you seek to pay your rates and/or charges by way of a payment plan, or you seek a deferral or a waiver of making payments of rates and/or charges, you must make an application in writing to the Rates Collections Unit of Council. See: www.wyndham.vic.gov.au for Council's Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at the rate set by the Penalty Interest Rates Acts 1983, from the due date of each overdue instalment unless a payment plan is in place. The current penalty interest rate is 10%.

Council may refer any arrears balance to a debt collection agency and commence legal action for its recovery. Please contact Council to discuss payment plan options if you are experiencing difficulty in making payment.

Pensioner rebate

Pensioner Concession Card holders may be entitled to a rebate on rates, charges and the Emergency Services Volunteer Levy. To find out whether you are eligible for a rebate, contact Council's Rating Services Unit on 1300 023 411.

Please note: Health Care Cards are not accepted for pensioner rebates.

Financial hardship

If you are experiencing financial hardship, please contact Council's Rates Collections team on 1300 023 411 to discuss payment plan options.






Updating details

If the postal information on this notice is incorrect, please update your details by completing an online form at www.wyndham.vic.gov.au. If you cannot update your details online, please contact Council on 1300 023 411.

Privacy statement

Your personal information is being collected by Wyndham City Council for the purpose of identifying you when communicating with Council and for the delivery of services and information. The personal information will be securely stored in Council's Customer Database. We will not disclose your personal information without your consent, except where required or authorised to do so by law. The personal information will be handled in accordance with the Privacy and Data Protection Act 2014 and Council's [Privacy Policy](http://www.wyndham.vic.gov.au/privacy-policy), available at www.wyndham.vic.gov.au/privacy-policy. You may contact Council with concerns about the privacy of your personal information at mail@wyndham.vic.gov.au

Please contact Council's Rating Services Unit on 1300 023 411 with any enquiries.

METHODS OF PAYMENT *American Express now accepted*			
<p>Online </p> <p>www.wyndham.vic.gov.au Quote your Bank Reference Number shown on the front of this notice. MasterCard, Visa & American Express accepted.</p>	<p>BPAY BPAYVIEW</p> <p>Contact your participating financial institution to make a payment.</p> <p>Biller Code 76869 Reference number 2015 025</p>	<p>Australia Post</p> <p> Post Billpay</p> <p>In-store:- Present this account & your payment in-store at Australia Post. Cash, cheque, EFTPOS, Credit Card accepted. By phone:- 131816 Credit Card accepted. Online:- auspost.com.au/postbillpay Credit Card accepted.</p> <p>Billpay Code 0396 Reference number 2015 025</p>	<p>Payment in Person </p> <p>Pay in person at any Wyndham City Customer Service Centre.</p> <p>Civic Centre Mon – Fri 8.30am – 5pm Point Cook Community Learning Centre Mon - Fri 9am - 5pm Tarneit Community Learning Centre Mon - Fri 9am - 5pm Manor Lakes Community Learning Centre Mon - Fri 9am - 5pm</p> <p>Please note: - Community Learning Centres accept card payment only.</p>
<p>Direct Debit </p> <p>To apply, please download and complete a Direct Debit Application Form visit: www.wyndham.vic.gov.au Complete and return via: Mail: PO Box 197 Werribee, Victoria 3030 Email: mail@wyndham.vic.gov.au In Person: Civic Centre, 45 Princes Highway, Werribee.</p>	<p>Mail </p> <p>Mail this slip with cheque or money order to:-</p> <p>Wyndham City PO Box 197 Werribee Victoria 3030</p> <p>Please note: Receipts will not be issued.</p>		



P M & K P PATEL
23 MONET DRIVE
TRUGANINA VIC 3029

Account number

26496 10000

Tax Invoice 264840644645

Date of issue 20 Jan 2025

Service address

23 Monet Drive, Truganina
VIC, 3029

Amount to pay

\$176.70

Previous bill	\$180.63
Payments received	-\$180.63
Balance	\$0.00
Current charges	\$176.70
Total charges	\$176.70

Pay by

17 Feb 2025

**Having trouble
paying your bill?**

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

Please see page 2 for detailed information

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

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



BPAY

Bill code: **8789**
Ref: **26496100008**
Go to bpay.com.au

© Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

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



Australia Post

Billpay code: **0362**
Ref: **0264 9610 0006**

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

Centrelink

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
26496 10000



Usage and charges

Outstanding balance		\$0.00		
Your network charges ¹				
	Charge period	Amount		
Water	01/01/2025 - 31/03/2025	\$54.32		
Sewer	01/01/2025 - 31/03/2025	\$70.78		
Total network charges		\$125.10		
Other charges and adjustments				
	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
Waterways & Drainage ² For Melbourne Water	01/01/2025 - 31/03/2025	\$4,060.00	\$30.10	\$30.10
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/01/2025 - 31/03/2025	\$4,060.00	\$21.50	\$21.50
Total other charges and adjustments		\$51.60		

Your total charges

\$176.70

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

Privacy statement

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

Your charges explained

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

For more information visit gww.com.au/charges

We're here to help

13 44 99

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

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a

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

We're here to help

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



Improving your service experience

We've made significant progress in addressing the technical issues with our new billing system and sincerely apologise for the inconvenience this has caused. We are committed to fully resolving these challenges and minimising further disruptions to your service.

This new system replaces outdated technology and introduces key improvements like multi-factor authentication, to better protect your

information online. Our focus remains on delivering reliable and supported services to you while we make this important upgrade.

Our dedicated team have worked hard to resolve these issues and provide you with the support you need.

Thank you for your understanding as we work through this. If you need assistance, we're here to help every step of the way.

Maree



Shining a light on how we treat our water

We use ultraviolet (UV) disinfection to treat water at several of our plants. UV disinfection blasts powerful ultraviolet light through water to remove microscopic bugs like bacteria and viruses. UV disinfection supports our other treatment methods by adding an extra layer of protection to keep water safe.

Last year, we installed a new UV disinfection unit to service the Myrning community and we have plans to add another at the Romsey Water Filtration Plant soon too. UV disinfection is an effective, sustainable treatment that uses minimal energy and is gentle on the environment.

Learn more about our UV disinfection process at gww.com.au/watertreatment



We're here to help if you need more time to pay your bill

Some of our bills have been delayed due to technical issues with our new billing and payment system. These delayed bills might cover a longer period and so might be higher than usual.

To make things easier, we're giving you 4 months to pay these delayed bills.

If you are experiencing financial pressures and need extra support to pay your bill, we're here to help with flexible options including payment plans, extensions and support programs.

To find out more about our payment support options, please call us on **13 44 99** or visit gww.com.au/financial-support



Read our latest Annual Water Outlook report

The Annual Water Outlook report measures how we are currently using water, projects Melbourne's water use for the coming year and outlines what we are doing to protect and preserve water supplies.

The report is a collaboration between Greater Western Water, Melbourne Water, South East Water and Yarra Valley Water and is released every December.

Read the Annual Water Outlook report gww.com.au/MelbournesWaterOutlook



Werribee River

Acknowledgement of Country

Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.

What is PFAS testing?

PFAS (per and polyfluoroalkyl substances) are human-made chemicals found in everyday products. They're commonly known as 'forever chemicals' because they do not naturally break down and can last a long time in the environment and humans.

Melbourne's tap water is world-class and undergoes routine, rigorous testing. The testing follows strict Australian Drinking Water Guidelines set by the independent National Health and Medical Research Council (NHMRC). The guidelines establish safe levels of

PFAS in water, and tests on our local water supplies since 2018 as well as Melbourne Water's recent monitoring show all results are well within these safety limits.

PFAS are not added to drinking water, but tiny amounts are often detected in groundwater and surface water around the world. For most people, any exposure to PFAS through drinking water remains very low.

Learn more about water quality at gww.com.au/waterquality



2024 National Water Week poster competition winners

After a record 1240 entries across our service area in 2024, our National Water Week poster competition winners were announced. Creative youngsters from 47 schools, kindergartens and early learning centres across our service area entered the competition.

You can see all the winning posters at gww.com.au/nww



Second-place winner, Pardu, from Bacchus Marsh Grammar

Your water supply during bushfires

We prepare our network every fire season to reduce the chance of water outages in high-risk areas.

Even though we're ready, we can't guarantee water supply, water pressure or water quality during a bushfire.

Disruptions may occur due to increased water use or network damage.

If there are water supply impacts in your area, we'll notify you via SMS. To stay informed, make sure we have your mobile number at gww.com.au/contact.

If you live in a high-risk fire area, you can also prepare by:

- having an alternative water supply available, like groundwater bores or rainwater tanks
- keeping enough drinking water in an emergency kit for all family members, including pets

- checking for updates on our website and social media channels.

If you have a fire hydrant on or near your property, keep it well-maintained, visible and easily accessible. This helps the Country Fire Authority (CFA) and Fire Rescue Victoria (FRV) during emergencies.

For more information, visit gww.com.au/bushfires



Our Annual Report has been published

Our Annual Report for 2023-24 is now available. Read about our major achievements over the last twelve months, the service we delivered and the progress we have made towards supporting our customers, community and caring for Country.

Read the report at gww.com.au/reports



Investing in the growing Macedon Ranges communities

We've been making upgrades to our infrastructure across the Macedon Ranges area. A major upgrade at the Gisborne Recycled Water Plant is now in testing phase, the Lancefield community is benefiting from a new sewer main and Romsey is set for a major upgrade to their water filtration plant.

The Lancefield Sewer Upgrade replaced 6.5 km of sewer pipeline while major works on the Gisborne Recycled Water Plant and Romsey Water Filtration Plant will boost

capacity and introduce new energy-efficient technologies.

Our service area is growing rapidly and in the next 30 years our region's population is forecast to double. These projects ensure that we can continue to deliver safe and reliable sewerage services to everyone living and working across the Macedon Ranges Shire.

Learn more about our upgrades at gww.com.au/major-projects



Gisborne Recycled Water Plant

Contact us

Call **13 44 99**

Visit gww.com.au

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

Residential Tenancy Agreement[®]

The Real Estate Institute of Victoria Ltd | www.reiv.com.au | ABN 81 004 210 897 |

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2008 (Regulation 7)

THIS agreement is made on the 01st day of Mar' 2025 , at

280 BROADWAY RESERVOIR VIC 3073

BETWEEN **Priyank Patel & Komalben Patel**
(Landlord)

Address: 280 Broadway, RESERVOIR, VIC 3073

(Name, ACN

(*whose agent is **Redrok.**

280 Broadway RESERVOIR, VIC 3073
03 94621100) *strike out if not applicable

(Name, ACN (if agent is a company), business address and telephone number)

AND
(TENANT)

Raman Kumar Singh
Deepika Guliani

RKS
RKS
DG
DG

(Name, ACN (if tenant is a company) and address)

1. PREMISES

The landlord lets the premises known as **23 Monet Drive, Truganina, Vic 3029**

RKS DG
RKS DG

(*together with those items indicated in the schedule) *strike out if not applicable.

2. RENT

The rent amount is **\$2,303.00** is The date the first rent payment is due **11/03/2025**

RKS DG
RKS DG

Pay period: weekly fortnightly: Monthly; (insert the date of each month when the rent is due)

Place of payment: **Comm Bank (063385 - 1077 2535), Acct Name: Redrok Rental Trust Account**

3. BOND

The tenant must pay a bond of **\$2,303.00** to the landlord/agent on **11/ 03 /2025**

RKS DG
RKS DG

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME: **Raman Kumar Singh**

AMOUNT **\$2,303.00**

RKS
RKS

NAME: **Deepika Guliani**

AMOUNT **\$**

DG
DG

NAME :

AMOUNT **\$**

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If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. PERIOD

(a) The period of the agreement is 6 Months

commencing on the 11/03/2025

and ending on the

11/09/2025 RKS DG
RKS DG

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

(b) The agreement will commence from the _____ day of _____, 20____

and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT, Raman Kumar Singh
[check one box only]

Consents to the electronic service of notices and other documents in accordance with the requirements of the

Electronic Transactions (Victoria) Act 2000 at this email address:

Email address: raman218@gmail.com RKS
RKS

OR

Does Not Consent to the electronic service of notices and other documents.
check one box only]

The TENANT, Deepika Guliani

Consents to the electronic service of notices and other documents in accordance with the requirements of the

Electronic Transactions (Victoria) Act 2000 at this email address:

Email address : guliani.deepika@gmail.com DG
DG

OR

Does Not Consent to the electronic service of notices and other documents.

The TENANT,
 check one box only]

Consents to the electronic service of notices and other documents in accordance with the requirements of the

Electronic Transactions (Victoria) Act 2000 at this email address:

Email address:

OR

Does Not Consent to the electronic service of notices and other documents.

The LANDLORD,
check one box only]

Consents to the electronic service of notices and other documents in accordance with the requirements of the

Electronic Transactions (Victoria) Act 2000 at this email address:

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OR

Does Not Consent to the electronic service of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

THE LANDLORD MUST -

- (a) ensure that the premises are maintained in good repair; and
- (b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. USE OF PREMISES

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

***Schedule of items (See Clause 1)**

Code 135

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REIV

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ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** *in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.*

12. Installing goods, making alterations, additions or renovations at my premises

12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you

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must have the service re-connected or repaired at your cost.

- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

- 15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.
- 15.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

- 16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

- 17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises

- 18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. You will indemnify me in certain circumstances if things go wrong at my premises

- 19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises

- 20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

- 21.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

22. Storage and removal of waste and rubbish at my premises

- 22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging washing at my premises

- 23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

24. Looking after the garden at my premises

- 24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2 These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at my premises

- 25.1 Before you may have a pet of any description at my premises you must ask for permission in writing and receive it from me, or my managing agent.
- 25.2 I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission

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is given, it may be on reasonable conditions.

25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, subletting or abandoning my premises

26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.

26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -

26.2 (a) a pro-rata letting fee;

26.2 (b) advertising or marketing expenses;

26.2 (c) rental data base checks on applicants;

26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.

26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If you intend to leave my premises when your tenancy ends

27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.

27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.

27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.

27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

28. Remaining at my premises after your tenancy ends

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.

28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

29. If I require my premises when your tenancy ends

29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

29.2 I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing the locks and alarm code at my premises

30.1 You may change the locks at my premises.

30.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

30.3 You may change the code of an alarm at my premises.

30.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

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- 31. 'To Let', 'auction' and 'for sale' signs at my premises**
- 31.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31.2** You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 32. Owners corporation rules and my premises**
- 32.1** If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 32.2** You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 32.3** You do not have to contribute to owners corporation capital costs or other expenses payable by me.
- 33. You cannot use your bond to pay your rent for my premises**
- 33.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 33.2** You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
- 34. Increasing the rent for my premises**
- 34.1** If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 34.2** If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 34.3** If this is a periodic residential tenancy agreement -
- (a)** if I propose to increase your rent, I will give you at least 60 days notice; and
 - (b)** the notice I give you will be in the form prescribed for the purpose.
- 34.4** I acknowledge I must not increase your rent at intervals of less than 6 months.
- 35. Receipt of condition report / statement of rights and duties for my premises**
- 35.1** You acknowledge before you took occupation of my premises, you received from me or my managing agent -
- (a)** two copies of a condition report signed by me or by my managing agent; and
 - (b)** a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

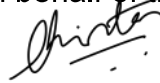
Code 135

Residential Tenancy Agreement[®]

Signed by Property Manager Chintan Bhimajiyani
on behalf of the owners.

Signature of Landlord

Priyank Patel & Komalben Patel



Signature of tenant(s)

Raman Kumar Singh



Raman Kumar Singh (Mar 2, 2025 14:00 GMT+11)

Deepika Guliani



Deepika (Mar 2, 2025 14:03 GMT+11)

LANDLORD/AGENT TO COMPLETE:

*URGENT REPAIRS:

(*This section MUST be completed if an agent is to manage the premises)

The agent *can authorise urgent repairs
(*delete the one that does NOT apply, check Authority)

*The maximum amount for repairs which the agent can authorise is: \$ 2500.00.00 (*only
complete if the agent can authorise urgent repairs, check Authority) (insert \$)

The agent's telephone number for urgent repairs is: * 0430 156361
(insert number)

Created at 11 February 2026 11:24 AM

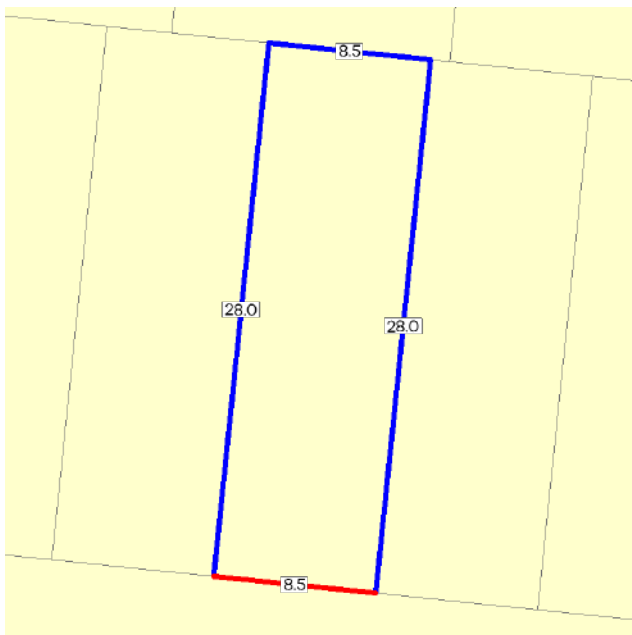
PROPERTY DETAILS

Address: **23 MONET DRIVE TRUGANINA 3029**
Lot and Plan Number: **Lot 1903 PS725402**
Standard Parcel Identifier (SPI): **1903\PS725402**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **214904**
Directory Reference: **Melway 203 G3**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 238 sq. m

Perimeter: 73 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **LAVERTON**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

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

Area Map



From www.planning.vic.gov.au at 11 February 2026 11:24 AM

PROPERTY DETAILS

Address: **23 MONET DRIVE TRUGANINA 3029**
 Lot and Plan Number: **Lot 1903 PS725402**
 Standard Parcel Identifier (SPI): **1903\PS725402**
 Local Government Area (Council): **WYNDHAM**
 Council Property Number: **214904**
 Planning Scheme: **Wyndham**
 Directory Reference: **Melway 203 G3**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **LAVERTON**
OTHER
 Registered Aboriginal Party: **Bunurong Land Council
 Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria & Country
 Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 1 \(UGZ1\)](#)



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

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

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

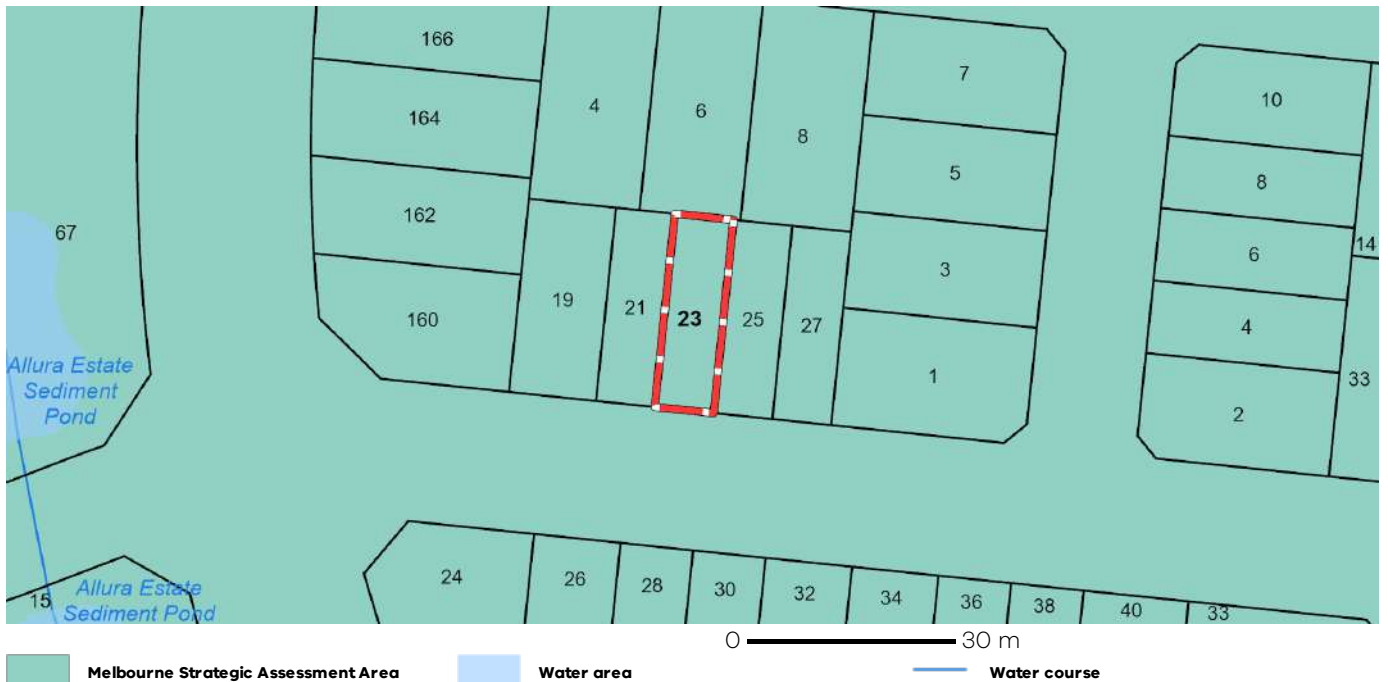
Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 8 (DCPO8)



Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 11 February 2026.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

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.

(04/10/2016)

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.