CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 76 MONTEGO BOULEVARD, SUNBURY VIC 3429

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 *Dhruvin Chaturbhai Gajera and Aayushi Devangbhai Shah*

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 your 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: 0430 156 361 Fax:

Email: chintan@redrok.com.au

VENDOR: **Dhruvin Chaturbhai Gajera and Aayushi Devangbhai Shah**

VENDOR'S REPRESENTATIVE: KSON Conveyancing Services
PO Box 8188, Tarneit VIC 3029
Phone: 0415 837 162 Fax: 03 8672 7740 Ref: NG:25:8486KSON
Email: info@ksonconveyancing.com.au

PURCHASER: Name/s:
Address:

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

STREET ADDRESS: **76 MONTEGO Boulevard, Sunbury VIC 3429**

LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 537 on PS 837661L. Certificate of Title Volume 12365 Folio 885

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

Special conditions

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 vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.

9. General law land

9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;

11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
- (b) cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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

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

13. GST

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract s of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

13.7 This general condition will not merge on either settlement or registration.

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

14. Loan

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000.**

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the

property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

SPECIAL CONDITIONS ("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 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.....)

KSON
Conveyancing Services

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR Dhruvin Chaturbhai Gajera And Aayushi Devangbhai Shah

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: 12365 Folio: 885 and known as

STREET ADDRESS 76 MONTEGO Boulevard, Sunbury VIC 3429

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 :	Hume City Planning Scheme
The responsible authority is:	Hume City Council
Zoning and/or Reservation:	Urban Growth Zone
Name of Planning overlay:	Infrastructure Contributions Overlay
	Specific Controls 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. Hume 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):

Is contained in the attached certificate/s.

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

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

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

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

Whether there are any notices, property management plans, reports or order in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are contained in certificates herein if applicable.

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

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

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

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

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)

- any proposal in relation to any other property which may affect the land being sold

- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)

- the property being affected any flooding, landslip or other environmental issues

- any latent defects

DATE OF THIS STATEMENT 10th DAY OF October' 2025

Signature/s of Vendor/s Dhruvin Aayushi Aayushi (Oct 10, 2025 20:37:38 GMT+11) .....

PURCHASER'S ACKNOWLEDGEMENTS-

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

DATE OF ACKNOWLEDGMENT DAY OF 2025

Signature/s of Purchaser/s .....

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

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

VOLUME 12365 FOLIO 885

Security no : 124122987609U
Produced 19/03/2025 07:14 PM

LAND DESCRIPTION

Lot 537 on Plan of Subdivision 837661L.
PARENT TITLE Volume 12365 Folio 383
Created by instrument PS837661L 29/03/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DHRUVIN CHATURBHAI GAJERA
AAYUSHI DEVANGBHAI SHAH both of 13 ELSTERNWICK STREET TRUGANINA VIC 3029
AV567782W 27/04/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV567783U 27/04/2022
NATIONAL AUSTRALIA BANK LTD

COVENANT PS837661L 29/03/2022

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU736298V 26/08/2021

DIAGRAM LOCATION

SEE PS837661L 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: 76 MONTEGO BOULEVARD SUNBURY VIC 3429

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 27/04/2022

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**PS837661L**
Number of Pages (excluding this cover sheet)	**11**
Document Assembled	**19/03/2025 19:14**

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PLAN OF SUBDIVISION

LUV USE ONLY
EDITION 1

PLAN NUMBER
PS837661L

LOCATION OF LAND

PARISH: BULLA BULLA

TOWNSHIP:

SECTION: 21

CROWN ALLOTMENT: 4 (PART)

CROWN PORTION: 15 (PART)

TITLE REFERENCES: VOL.12365 FOL.383

LAST PLAN REFERENCE/S: PS837639D (LOT D)

POSTAL ADDRESS: 170 LANCEFIELD ROAD
(At time of subdivision) SUNBURY, 3429

MGA2020 Co-ordinates **E** 302 660
(of approx centre of land in plan) **N** 5 838 930
ZONE 55

Council Name: Hume City Council

Council Reference Number: S009335
Planning Permit Reference: P22067
SPEAR Reference Number: S164020S

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 24/03/2021

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied for: this plan

Digitally signed by: Antonino Magazzu for Hume City Council on 15/03/2022

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	HUME CITY COUNCIL
ROAD R2	HUME CITY COUNCIL
RESERVE No.1	HUME CITY COUNCIL
RESERVE No.2	JEMENA ELECTRICITY NETWORKS (VIC) LTD

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

STAGING This ~~is~~/is not a staged subdivision.
Planning permit No. P22067

SURVEY. THIS PLAN IS~~/IS NOT~~ BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s):
PM 32-34, 59, 61, 171, 174, 211-214, 230, 231, Bollinda PM 23, 24 & MMB 4674

PROCLAIMED SURVEY AREA: 74

KINGSFIELD 5
4.741ha ***77 LOTS***

NOTATIONS

LOTS 1 TO 500 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

LOT H COMPRISES 8 PARTS ON THIS PLAN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 11 FOR FURTHER DETAILS.

OTHER PURPOSE OF THE PLAN:
REMOVAL OF THAT PART OF DRAINAGE & SEWERAGE EASEMENT E-2 ON PS837639D AS AFFECTS MONTEGO BOULEVARD ON THIS PLAN.

REMOVAL OF THAT PART OF DRAINAGE & SEWERAGE EASEMENT E-3 ON PS837639D AS AFFECTS FREDDIE STREET AND LEROY STREET ON THIS PLAN.

REMOVAL OF THAT PART OF DRAINAGE EASEMENT E-7 ON PS837639D AS AFFECTS FREDDIE STREET, LEROY STREET AND LOLLIPOP CRESCENT ON THIS PLAN.

GROUNDS FOR REMOVAL:
BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.

EASEMENT INFORMATION

LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-2	DRAINAGE	SEE PLAN	PS833862W	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	PS833862W	CITY WEST WATER CORPORATION
E-3	DRAINAGE	SEE PLAN	PS837639D	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	PS837639D	GREATER WESTERN WATER CORPORATION
E-4	SEWERAGE	SEE PLAN	PS837639D	GREATER WESTERN WATER CORPORATION
E-5	DRAINAGE	SEE PLAN	PS837631V	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	PS833849N	CITY WEST WATER CORPORATION
E-6	DRAINAGE	SEE PLAN	PS837631V	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	PS837631V	CITY WEST WATER CORPORATION
E-7	DRAINAGE	SEE PLAN	PS837639D	HUME CITY COUNCIL
E-8	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-9	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL

SEE SHEET 2 FOR CONTINUATION

2640S05 VER F.DWG SB/BC

SMEC
Member of the Surbana Jurong Group

SURVEYOR REF: 2640s05

Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (F), 27/01/2022, SPEAR Ref: S164020S

ORIGINAL SHEET SIZE: A3

PLAN REGISTERED
TIME: 2:31pm DATE: 29/03/2022
SN
Assistant Registrar of Titles

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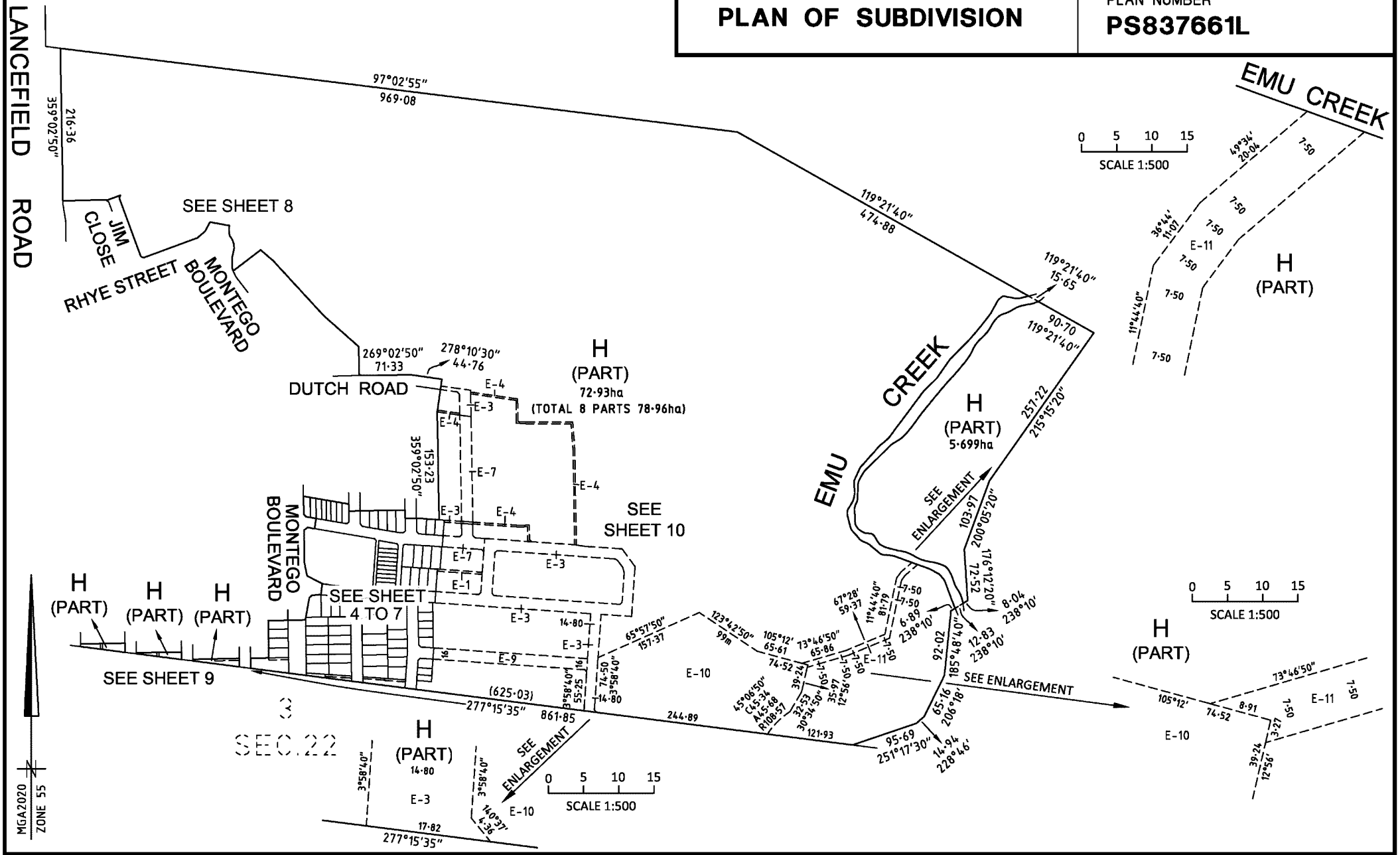
PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-10	CREATION AND MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-11	DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-11	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



2640S05 VER F.DWG SB/BC

SMEC

Member of the Surbana Jurong Group

REF 2640s05

SCALE	ORIGINAL SHEET SIZE	SHEET
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Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (F), 27/01/2022, SPEAR Ref: S164020S

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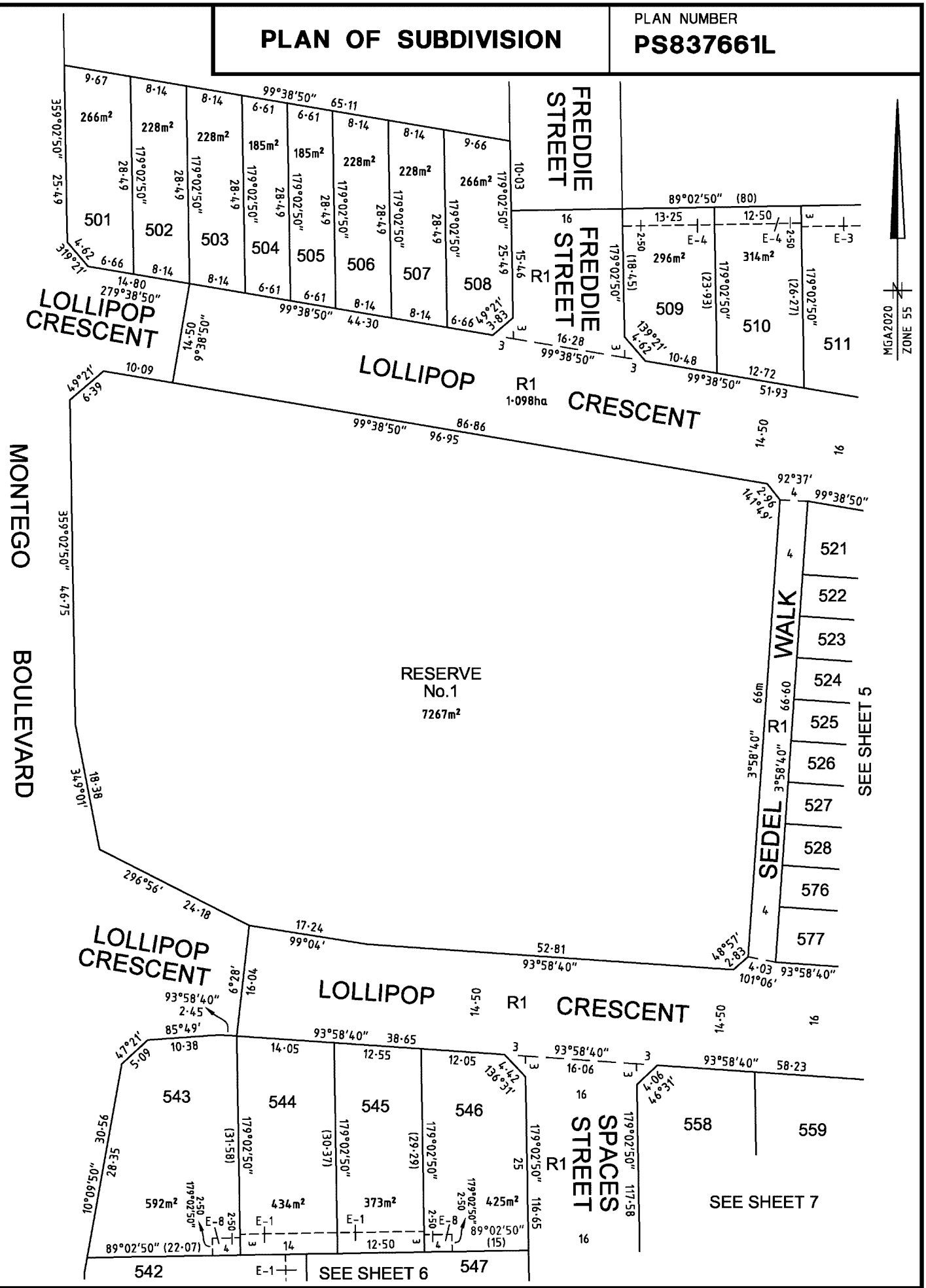
PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



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	Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (F), 27/01/2022, SPEAR Ref: S164020S	Digitally signed by: Hume City Council, 15/03/2022, SPEAR Ref: S164020S	

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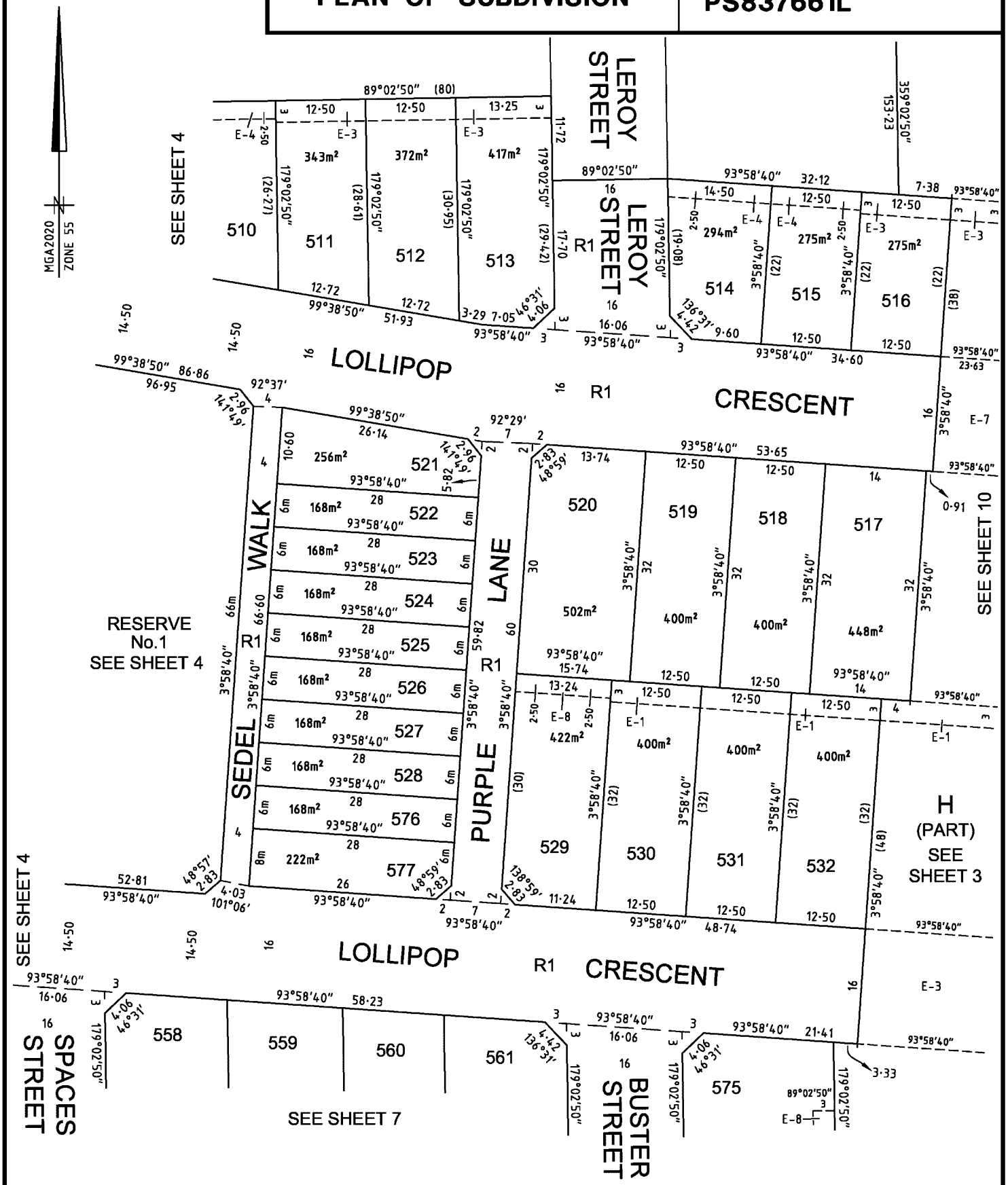
PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



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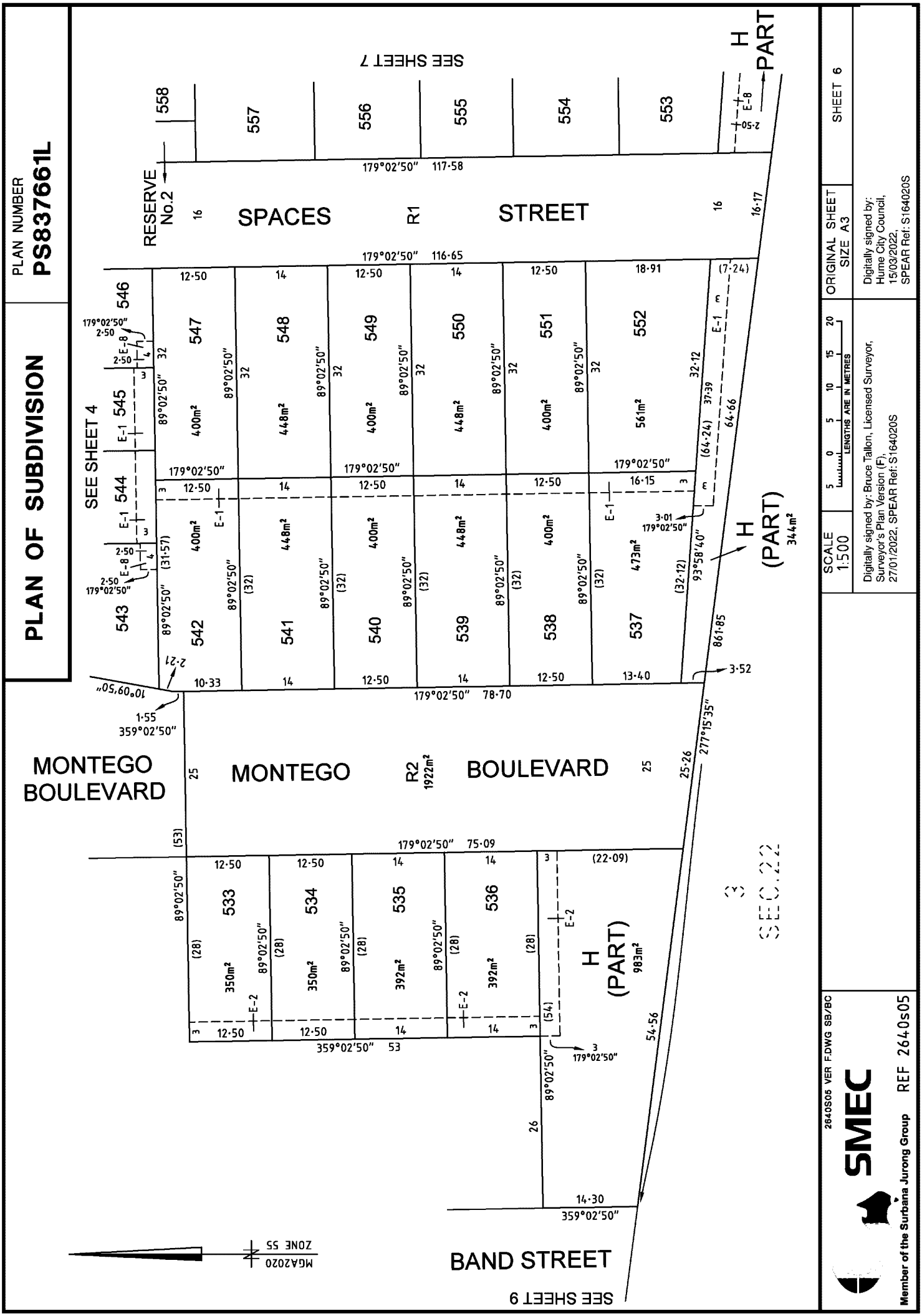

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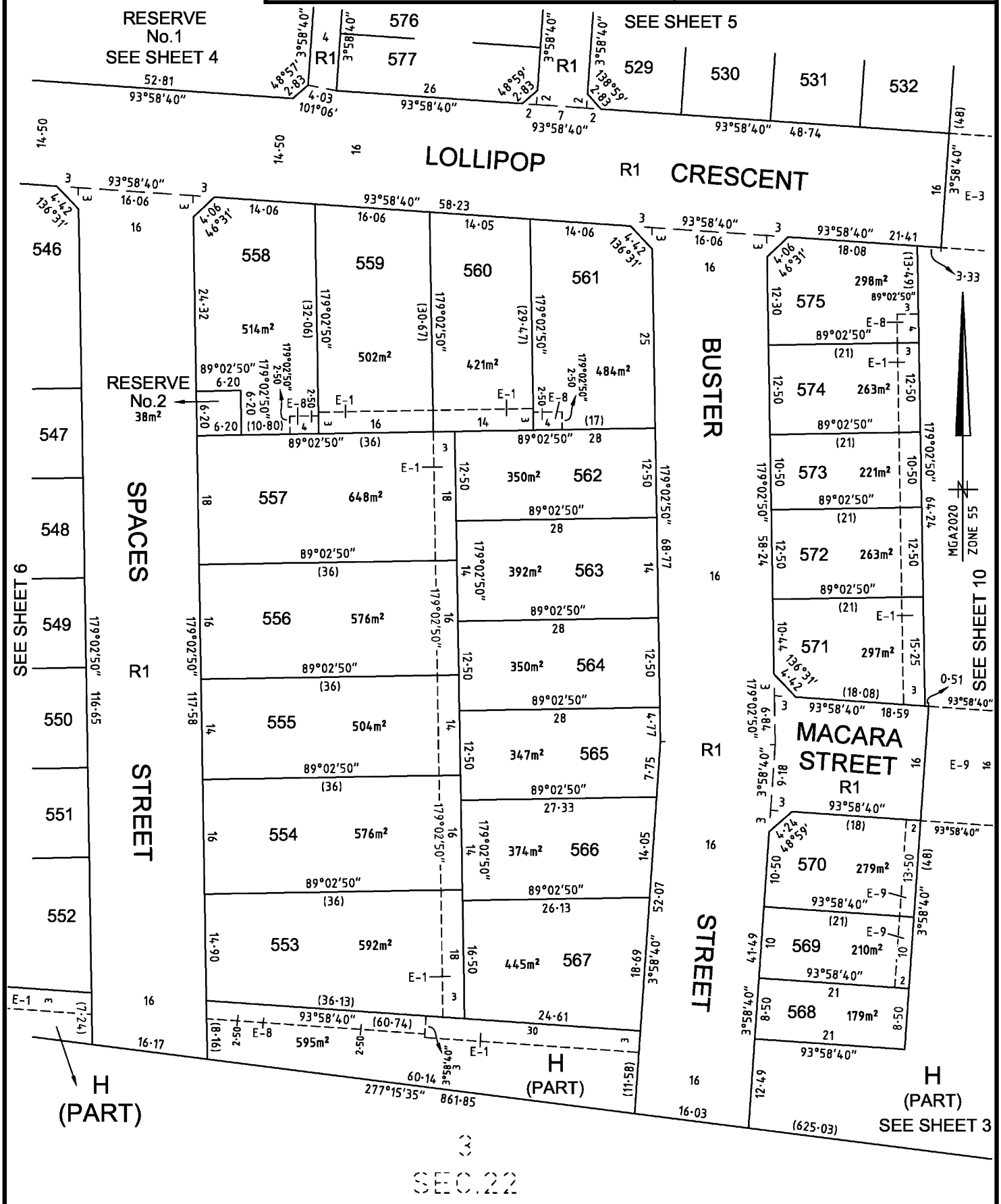
PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



2640S05 VER F.DWG SB/BC SMEC Member of the Surbana Jurong Group REF 2640s05	SCALE 1:500 5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 7
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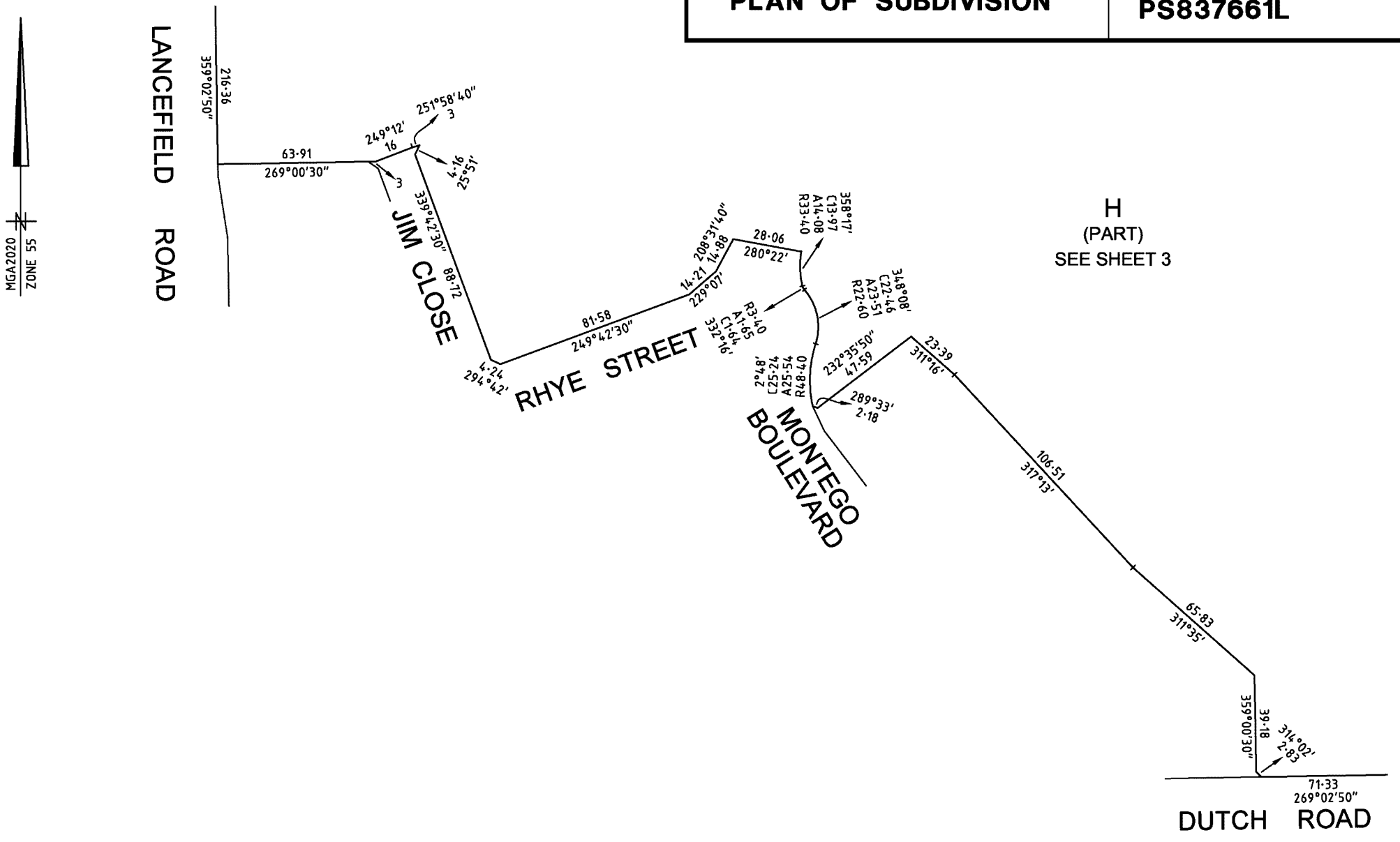
PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



2640S05 VER F.DWG SB/BC

SMEC

Member of the Surbana Jurong Group

REF 2640s05

SCALE		ORIGINAL SHEET SIZE	SHEET
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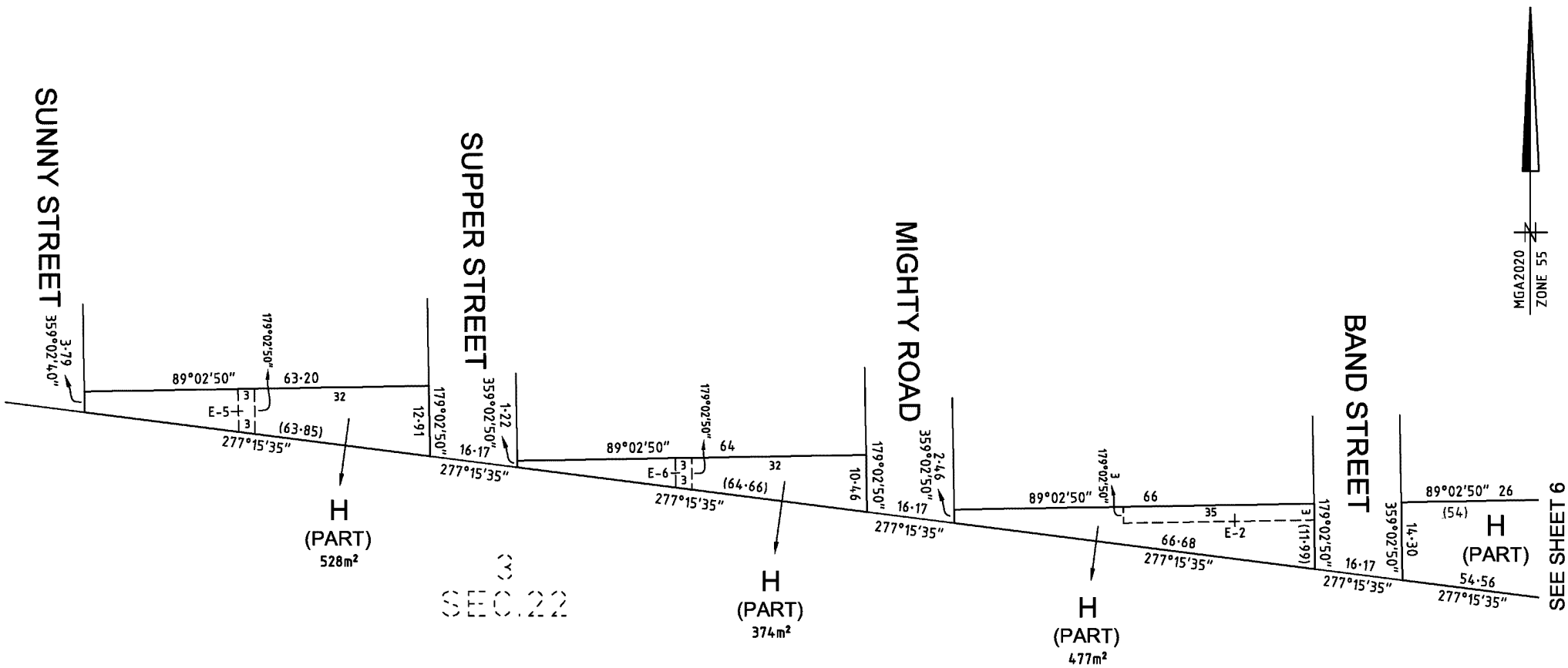
PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



2640S05 VER F.DWG SB/BC

SMEC

Member of the Surbana Jurong Group

REF 2640s05

SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE	SHEET
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Surveyor's Plan Version (F),
27/01/2022, SPEAR Ref: S164020S

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Hume City Council,
15/03/2022,
SPEAR Ref: S164020S

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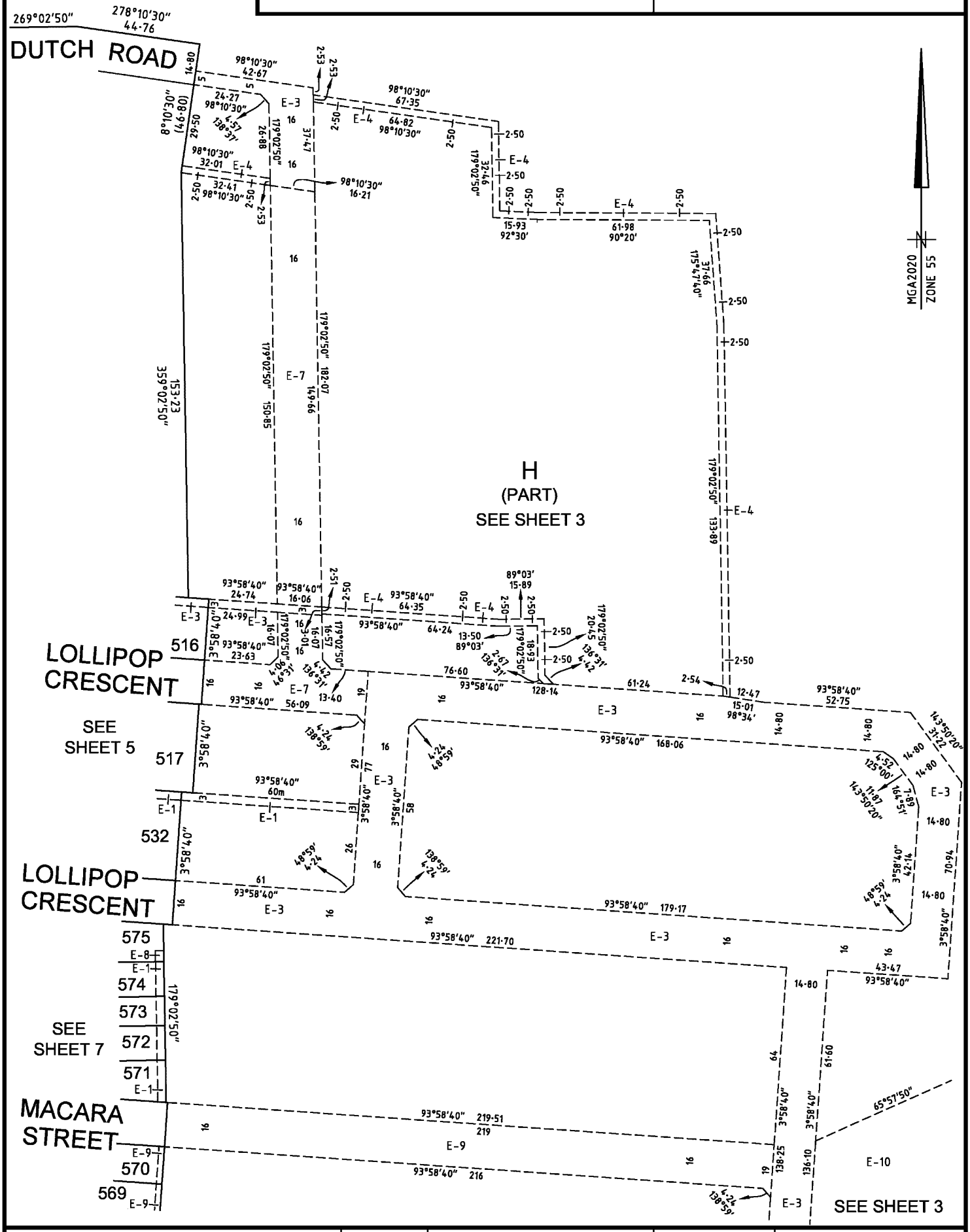
SEE SHEET 8

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



2640S05 VER F.DWG SB/BC SMEC Member of the Surbana Jurong Group REF 2640s05	SCALE 1:1250 12·5 0 12·5 25 37·5 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 10
	Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (F), 27/01/2022, SPEAR Ref: S164020S	Digitally signed by: Hume City Council, 15/03/2022, SPEAR Ref: S164020S	

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CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 501 to 577 (Both Inclusive).
Land to be Burdened: Lots 501 to 577 (Both Inclusive).

Description of Restriction
The registered proprietor or proprietors for the time being of any lot forming part of the land described in this plan must not use the land, permit the use of the land, construct upon the land or allow construction upon the land other than in accordance with the memorandum of common provisions registered in dealing No. AA7809 and which memorandum of common provisions is incorporated in this plan.

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision PS837661L by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Description of Restriction
Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
501	502
502	501, 503
503	502, 504
504	503, 505
505	504, 506
506	505, 507
507	506, 508
508	507
509	510
514	515

BURDENED LOT No.	BENEFITING LOTS
515	514, 516
516	515
568	569
569	568, 570
570	569
571	572
572	571, 573
573	572, 574
574	573, 575
575	574

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

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

CREATION OF RESTRICTION C

The following restriction is to be created upon registration of Plan of Subdivision PS837661L by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Description of Restriction
Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
521	522
522	521, 523
523	522, 524
524	523, 525
525	524, 526

BURDENED LOT No.	BENEFITING LOTS
526	525, 527
527	526, 528
528	527, 576
576	528, 577
577	576

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

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

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AU736298V
Date and Time Lodged	26/08/2021 11:34:13 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22100309

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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

Estate and/or Interest
FEE SIMPLE

Land Title Reference
12324/894

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOLE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

Additional Details

Reference :AL - 22100309
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	HUME CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	26 AUGUST 2021

File Notes:
NIL

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

Statement End.

Reference :AL - 22100309
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

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Document Type	**Instrument**
Document Identification	**AU736298V**
Number of Pages (excluding this cover sheet)	**26**
Document Assembled	**19/03/2025 19:14**

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HARWOOD ANDREWS

SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987

HUME CITY COUNCIL
Council

- and -

LANCEFIELD ROAD LAND PARTNERS PTY LTD ACN 627 714 854
Owner

in relation to land at:
170 LANCEFIELD ROAD, SUNBURY 3429

AU736298V

5AMC:22100309

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

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

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AU7362987

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PARTIES:

1. **Hume City Council** of 1079 Pascoe Vale Road, Broadmeadows 3047

(**Council**)

2. **Lancefield Road Land Partners Pty Ltd ACN 627 714 854** of c/- Moremac Property Group, Suite 11, Level 2, 856-860 Doncaster Road, Doncaster East 3109

(**Owner**)

RECITALS:

R.1. The Owner is or is entitled to be the registered proprietor of the Land.

R.2. Council is the responsible authority under the Act for the Land. Council is also the collecting agency and the development agency specified in the ICP and for the purposes of Part 3AB of the Act.

R.3. Council enters into this Agreement in its capacity as the responsible authority, collecting agency and development agency.

R.4. The PSP and the ICP apply to the Land.

R.5. The ICP sets out the contribution required from individual land owners within the area covered by the ICP to the provision of:

a. works, services or facilities;

b. land for public purposes;

c. the reasonable costs and expenses of preparing the ICP and PSP.

R.6. The ICP relevantly provides that:

a. where the Parcel Contribution Percentage of the land to be developed is less than the ICP Land Contribution Percentage for the relevant class of development, the Owner is required to pay the Land Equalisation Amount to Council at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act;

b. the collecting agency may accept works in lieu of payment of a Monetary Component;

c. where the collecting agency agrees to accept works in lieu of payment of a Monetary Component and the value of the works exceed the Owner's obligation to pay a Monetary Component, the Owner is entitled to a cash reimbursement for the value above their obligation, subject to the agreement of the collecting agency.

R.7. Council has issued the Permit for the Land. The Permit relevantly requires the:

a. payment of the Monetary Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements; and

b. payment of the Land Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements.

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R.8. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:

a. satisfy the requirements of the Permit;

b. set out the obligations of the Owner to pay the Monetary Component or, in lieu of payment, provide works specified in this Agreement that the collecting agency has agreed to accept in full or partial satisfaction of the obligation to pay the Monetary Component on the terms set out in this Agreement;

c. document the arrangements for the payment of the Land Equalisation Amount to Council and the vesting of Inner Public Purpose Land in Council, at the time agreed between the parties;

d. enable the Land to be developed prior to the gazettal of the Ultimate Contributions Plan;

e. provide for the reconciliation of payments made under this Agreement pursuant to the Interim Contributions Plan with the amounts that would have been payable had the payments been made under the Ultimate Contributions Plan; and

f. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

R.9. All Mortgagees or Caveators have consented to this Agreement.

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IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

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

1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.

1.3. **Business Days** means a day that is not a Saturday, Sunday or a public holiday in Melbourne.

1.4. **Caveator** means the caveator identified in item 6 of Schedule 1.

1.5. **Certificate of Practical Completion** means a written certificate prepared by Council stating that the ICP Construction Project has been completed to the satisfaction of Council.

1.6. **Civil Maintenance Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council or other form of security to the satisfaction of Council, in favour of Council, for the amount specified in item 8 of Schedule 1 to secure maintenance of the ICP Construction Project.

1.7. **Civil Maintenance Period** means the period specified in item 7 of Schedule 1 from the issue of a Certificate of Practical Completion for an ICP Construction Project.

1.8. **Community and Recreation Construction Levy** means the standard and any supplementary community and recreation construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the:

1.8.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or

1.8.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

as applicable at the relevant time.

1.9. **Council** means:

1.9.1. in its capacity as responsible authority, Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and

1.9.2. in its capacity as collecting agency, Hume City Council or its successor as the authority identified in the ICP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and

1.9.3. in its capacity as development agency, Hume City Council or its successor as the authority identified in the ICP as the development agency and includes its agents, officers, employees, servants, workers and contractors.

1.10. **Council Construction Plans** means the construction plans required to be prepared and submitted to Council pursuant to clause 5.2.2 of this Agreement, detailing the

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road pavement works along Rye Street and Rolling Meadows Drive to the extent of Council responsibility, and all footpath and shared path works, and which form part of the ICP Construction Project.

1.11. **Credit** means a WIK Transport Credit and/or WIK Community Credit as applicable.

1.12. **Current Address for Service**

1.12.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and

1.12.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.

1.13. **Current Email Address for Service**

1.13.1. for the Council means contactus@hume.vic.gov.au, or any other email address listed on the website of the Council; and

1.13.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.

1.14. **Demand Unit** means each hectare of Net Developable Land or such other measure provided for under the ICP.

1.15. **DoT** means the Department of Transport or its successor, and includes its agents, officers, employees, servants, workers and contractors.

1.16. **DoT Construction Plans** means the construction plans required to be prepared and submitted to DoT pursuant to clause 5.2.2 of this Agreement, detailing the road pavement works along Lancefield Road and other local roads to the extent of DoT responsibility, and which form part of the ICP Construction Project.

1.17. **Endorsed Plans** means the plans endorsed under the Permit, as amended from time to time.

1.18. **GAIC** means the Growth Areas Infrastructure Charge under the Act.

1.19. **GST** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.

1.20. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.

1.21. **ICP Construction Project** means a project for the construction of works identified in the ICP Construction Projects Table in Schedule 2, which comprises such part of the construction project included in the ICP as identified in Column B of Schedule 2 and described in Column A of Schedule 2.

1.22. **ICP Land Contribution Percentage** means the ICP land contribution percentage for the relevant class of development applicable to the Land identified in the:

1.22.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or

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1.22.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

as applicable at the relevant time.

1.23. **ICP** means the Interim Contributions Plan or, after the gazettal of the Ultimate Contributions Plan, the Ultimate Contributions Plan as applicable at the relevant time.

1.24. **Indexation** has the meaning identified in the ICP and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index.

1.25. **Inner Public Purpose Land** means any inner public purpose land to be vested in Council in accordance with the ICP.

1.26. **Interim Contributions Plan** means the *Sunbury South and Lancefield Road Infrastructure Contribution Plan, November 2019*which was introduced by Amendment C230 to the Planning Scheme, or any successor approved contributions plan within the meaning of Part 3AB of the Act that is expressed to be an interim plan.

1.27. **Land Component** has the same meaning as in section 46GE of the Act.

1.28. **Land Equalisation Amount** means any land equalisation amount applicable to the Land subject to Indexation and as adjusted from time to time, pursuant to the:

1.28.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or

1.28.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

as applicable at the relevant time.

1.29. **Land** means the land identified in item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.

1.30. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the ICP or other infrastructure that is in the nature of regional or state infrastructure.

1.31. **Monetary Component** means the standard levy and any supplemental levy required to be paid in respect of the Land, as indexed from time to time, pursuant to the:

1.31.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or

1.31.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

as applicable at the relevant time.

1.32. **Mortgagee** means the mortgagee identified in item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

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1.33. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.

1.34. **Parcel Contribution Percentage** means the parcel contribution percentage applicable to the Land identified in the:

1.34.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or

1.34.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

as applicable at the relevant time.

1.35. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.

1.36. **Permit** means the planning permit identified in item 4 of Schedule 1, which was issued by Council in its capacity as responsible authority, as amended from time to time.

1.37. **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

1.38. **PSP** means the document identified in item 2 of Schedule 1, which is incorporated into the Planning Scheme.

1.39. **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.

1.40. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.

1.41. **Schedule** means a schedule to this Agreement.

1.42. **Schedule of Contributions** means the items submitted to and approved by Council under condition 16 of the Permit.

1.43. **Stage** is a reference to a stage of subdivision of the Permit as shown on an approved Plan of Subdivision or Endorsed Plan.

1.44. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).

1.45. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.

1.46. **Transport Construction Levy** means the standard and supplementary transport construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the:

1.46.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or

1.46.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

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as applicable at the relevant time.

1.47. **Ultimate Contributions Plan** means an approved contributions plan within the meaning of Part 3AB of the Act which is to be applied to the Land and other land and which is to be incorporated into the Planning Scheme after the execution of this Agreement that is not expressed to be an interim plan.

1.48. **WIK Community Credit** means a credit against the Owner's liability to pay the Community and Recreation Construction Levy in the amount specified in a notice in writing from Council and which is fixed in the amount specified in Column C of Schedule 2 for an ICP Construction Project, and not subject to any further adjustment other than an adjustment required to reflect any change to the cost of an ICP Construction Project in the Ultimate Contributions Plan; and

1.49. **WIK Transport Credit** means a credit against the Owner's liability to pay the Transport Construction Levy in the amount specified in a notice in writing from Council and which is fixed in the amount specified in Column D of Schedule 2 for an ICP Construction Project, and not subject to any further adjustment other than an adjustment required to reflect any change to the cost of an ICP Construction Project in the Ultimate Contributions Plan.

2. INTERPRETATION

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

2.1. The singular includes the plural and the plural includes the singular.

2.2. A reference to a gender includes a reference to all other genders.

2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.

2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.

2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.

2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.

2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.

2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

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3. REQUIREMENT TO PAY MONETARY COMPONENT

3.1. Payment of the Monetary Component

The Owner must pay the Monetary Component:

3.1.1. in accordance with the Permit; and

3.1.2. offset by the Owner's entitlement to a WIK Transport Credit under this Agreement.

For the avoidance of doubt the parties agree that where the:

3.1.3. Owner's entitlement to a WIK Community Credit exceeds the Owner's obligation to pay the Community and Recreation Construction Levy, the Owner will still be required to pay the Transport Construction Levy in full, offset by any entitlement to a WIK Transport Credit; and

3.1.4. Owner's entitlement to a WIK Transport Credit exceeds the Owner's obligation to pay the Transport Construction Levy, the Owner will still be required to pay the Community and Recreation Construction Levy in full, offset by any entitlement to a WIK Community Credit.

3.2. Time for payment of the Monetary Component

The Owner must pay the Monetary Component pursuant to clause 3.1 applicable to a Stage prior to the issue of a Statement of Compliance for that Stage.

3.3. Entitlement to a WIK Transport Credit

The Owner agrees that it will be entitled to a WIK Transport Credit for a Stage if:

3.3.1. there is an existing WIK Transport Credit in excess of the liability to pay the Transport Construction Levy for that Stage, in which event the WIK Transport Credit will be applied in accordance with clause 6 of this Agreement; or

3.3.2. there is an existing WIK Transport Credit which is less than the liability to pay the Transport Construction Levy for that Stage, in which event the Monetary Component will be reduced by the amount of the WIK Transport Credit; or

3.3.3. there is a combination of the circumstances described above in clauses 3.3.1, or 3.3.2.

4. LAND PROJECTS

4.1. Provision of Inner Public Purpose Land

4.1.1. The Owner agrees that it must, as a part of the subdivision of each Stage, vest in Council any Inner Public Purpose Land contained within that Stage at the time specified in the Schedule of Contributions.

4.1.2. If the Owner does not vest the Inner Public Purpose Land within the timeframe required by clause 4.1.1 Council may at its absolute discretion:

4.1.2.1. further extend the relevant timeframe in writing; or

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

4.2. **Condition of the land**

The Owner agrees that any land vested in Council in accordance with clause 4.1 must be:

4.2.1. free of all encumbrances;

4.2.2. free from contamination;

4.2.3. have any liability for GAIC discharged prior to it being vested in Council, and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council; and

4.2.4. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged.

unless otherwise agreed to in writing by Council.

4.3. **Survival of liability clause**

The Owner agrees that clause 4.2.3 survives the termination or ending of this Agreement.

4.4. **No further compensation payable**

The Owner acknowledges and agrees that, upon Council complying with its obligations under this Agreement, no further compensation of any kind whatsoever is payable to the Owner in relation to the land vested in Council pursuant to the ICP.

4.5. **Payment of any Land Equalisation Amount**

4.5.1. The Owner must pay the Land Equalisation Amount for a Stage:

4.5.1.1. to the collecting agency;

4.5.1.2. prior to the issue of a Statement of Compliance for the relevant Stage, unless otherwise agreed in writing by Council; and

4.5.1.3. in accordance with Schedule 3 and the Schedule of Contributions.

5. ICP CONSTRUCTION PROJECTS

5.1. **Construction**

The Owner agrees that it must construct an ICP Construction Project:

5.1.1. at its own cost;

5.1.2. in accordance with the designs and plans approved under clause 5.2;

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5.1.3. in compliance with all applicable laws and permits, consents and approvals;

5.1.4. within the time specified for the ICP Construction Project in Column E of Schedule 2 of this Agreement; and

5.1.5. to the satisfaction of Council.

5.2. **Delivery**

The parties agree that if the Owner does not deliver an ICP Construction Project within the timeframe specified in Column E of Schedule 2 of this Agreement, Council may at its absolute discretion:

5.2.1. further extend the relevant timeframe in writing; or

5.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe or extended timeframe.

5.3. **Designs and approval**

The Owner agrees that prior to commencing any works for an ICP Construction Project, it must, at its own cost:

5.3.1. Prepare a functional layout plan for the ICP Construction Project generally in accordance with the PSP and ICP to Council's satisfaction and submit that functional layout plan to Council for its support;

5.3.2. Once the functional layout plan is supported by Council pursuant to clause 5.3.1:

5.3.2.1. Prepare the DoT Construction Plans to DoT's satisfaction and submit those plans to DoT for approval; and

5.3.2.2. Prepare the Council Construction Plans to Council's satisfaction and submit those plans to Council for approval;

5.3.3. Once the DoT Construction Plans and Council Construction Plans are approved by DoT and Council as relevant pursuant to clause 5.3.2, obtain all other necessary permits, consents and approvals for the ICP Construction Project.

5.4. **Maintenance of ICP Construction Projects**

The Owner agrees that, upon the issue of a Certificate of Practical Completion for an ICP Construction Project, it must:

5.4.1. provide the following to Council:

5.4.1.1. a copy of as-built plans and any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the ICP Construction Project;

5.4.1.2. the cost and value of that part of the ICP Construction Project shown in the Council Construction Plans, and that part of the ICP Construction Project shown in the DoT Construction Plans;

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5.4.1.3. a copy of any permit, consent or approval obtained for the ICP Construction Project; and

5.4.1.4. the Civil Maintenance Bond for the ICP Construction Project.

5.4.2. maintain the ICP Construction Project in good order, condition and repair for the Civil Maintenance Period to the satisfaction of Council.

5.5. **Issue of a Certificate of Practical Completion**

Upon the completion of an ICP Construction Project to Council's satisfaction and in accordance with this Agreement, Council will issue a Certificate of Practical Completion for the ICP Construction Project.

5.6. **Application of the Civil Maintenance Bond**

Council may use the Civil Maintenance Bond to undertake works to ensure the good order, condition and repair of the Construction Project in the event that:

5.6.1. any part the Construction Project is not maintained to Council's satisfaction during the Civil Maintenance Period; and

5.6.2. the Owner fails to comply with a written direction from Council to undertake any maintenance works required by Council.

5.7. **Return of Civil Maintenance Bond**

Council will return the Civil Maintenance Bond at the written request of the Owner following completion of the Civil Maintenance Period, less any monies used by Council in accordance with clause 5.6.

6. WIK TRANSPORT CREDIT

6.1. **Issue of a Credit**

Council agrees that it will issue the Owner with the WIK Transport Credit upon the commencement of this Agreement.

6.2. **Application of the WIK Transport Credit**

Council agrees that:

6.2.1. after the issue of a WIK Transport Credit, the Owner will not be required to make cash payments towards the Owner's obligation to pay the Transport Construction Levy until any WIK Transport Credit has been exhausted as determined in accordance with clause 6.3; and

6.2.2. prior to the issue of a Statement of Compliance for a Stage, Council must deduct the amount of the Transport Construction Levy payable in relation to that Stage from any WIK Transport Credit and notify the Owner in writing of the remaining WIK Transport Credit.

6.3. **Exhaustion of the WIK Transport Credit**

When the amount of the Transport Construction Levy payable in relation to a Stage exceeds the amount of any WIK Transport Credit remaining:

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6.3.1. Council must notify the Owner in writing that the WIK Transport Credit has been or will be exhausted;

6.3.2. in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Transport Construction Levy payable in relation to that Stage that exceeds the amount of any WIK Transport Credit remaining prior to the issue of the Statement of Compliance for that Stage; and

6.3.3. in relation to subsequent Stages, the Owner must pay the Transport Construction Levy in cash prior to the issue a Statement of Compliance for each Stage or as otherwise agreed by Council, unless a further WIK Transport Credit is issued by Council.

7. FURTHER OBLIGATIONS

7.1. Levy Reconciliation

7.1.1. Council and the Owner agree that if the Ultimate Contributions Plan provides for a different Monetary Contribution, Land Equalisation Amount and/or total cost of an ICP Construction Project to that in the Interim Contributions Plan, within 60 days of a written request by the other party, the Owner and/or Council (as relevant) must pay or refund as the case may be, the sum of money required to ensure that any Credit applied and/or payments made accord with the Ultimate Contribution Plan in respect of each Demand Unit for which a Credit has been applied and/or payment has been made.

7.1.2. In calculating any further payment required from the Owner or Council under clause 7.2.1, the payment(s) made under the Interim Contributions Plan must be adjusted for Indexation from the date(s) the relevant payment(s) were made.

7.2. Further Actions to Implement Ultimate Contributions Plan

7.2.1. The Owner agrees that it will within 28 days of a written request by Council made after the gazettal of the Ultimate Contributions Plan:

7.2.1.1. Amend Schedules 2 and 3 of this Agreement to input/update the final rates set out in the Ultimate Contributions Plan; and/or

7.2.1.2. If required by Council, do all things necessary to affect an amendment to this Agreement or enter into a replacement agreement required to give proper and fulsome effect to the Ultimate Contributions Plan and related ordinance within the Planning Scheme.

7.2.2. The Owner agrees that Council may at its discretion withhold a Statement of Compliance until such time as any request under clause 7.2.1 is complied with.

8. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

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8.1. it is the registered proprietor (or entitled to be so) of the Land;

8.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;

8.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);

8.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;

8.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:

8.5.1. negotiation, preparation, execution and recording of this Agreement;

8.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and

8.5.3. the cancellation or alteration of this Agreement in the Register.

8.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 8.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;

8.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and

8.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

9. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

9.1. This Agreement relates only to infrastructure that is set out in the ICP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under ICP; and

9.2. Compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

10. GST

The Parties agree that:

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10.1. Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;

10.2. A supply under this Agreement of:

10.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;

10.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:

10.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or

10.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or

10.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or

10.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);

will be exempt from GST.

10.3. The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document; and

10.4. A party is not obliged, under clause 10.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

11. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

11.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.

11.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):

11.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or

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11.2.2. where a clearance certificate is not provided in accordance with clause 11.2.1:

11.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;

11.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and

11.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.

11.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.

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

12. FURTHER ASSURANCE

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

13. AMENDMENT

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

13.2. If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

14. NO WAIVER

The Parties agree that:

14.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:

14.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or

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14.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and

14.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

15. NO FETTERING OF POWERS OF COUNCIL

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

16. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

17. NOTICES

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

17.1. not later than two Business Days after being deposited in the mail with postage prepaid;

17.2. when delivered by hand;

17.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or

17.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

18. COSTS ON DEFAULT

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

19. INVALIDITY OF ANY CLAUSE

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

20. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also

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be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

21. JOINT OBLIGATIONS

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

22. ENTIRE AGREEMENT

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

23. COUNTERPARTS

23.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute an agreement.

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

24. COMMENCEMENT AND ENDING OF AGREEMENT

24.1. This Agreement will commence:

24.1.1. on the date that it bears; or

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

24.2. This Agreement will end:

24.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or

24.2.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or

24.2.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;

24.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

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EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 15 July 2021 in the presence of:

HUME CITY COUNCIL
THE COMMON SEAL OF

COUNCILLOR

Interim **CHIEF EXECUTIVE OFFICER**

EXECUTED by **LANCEFIELD ROAD LAND PARTNERS PTY LTD** ACN 627 714 854 in accordance with Section 127 of the *Corporations Act 2001*:

Director	Director / Secretary
Full Name	Full Name
Date:	Date:

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EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

THE COMMON SEAL of HUME CITY COUNCIL
was hereto affixed on the .....
in the presence of:

COUNCILLOR

CHIEF EXECUTIVE OFFICER

EXECUTED by **LANCEFIELD ROAD LAND PARTNERS PTY LTD** ACN 627 714 854 in accordance with Section 127 of the *Corporations Act 2001*:

Director	Director / Secretary
DUNCAN ROSS MCLELLAN	BRYCE MOORE
Full Name	Full Name
Date: 28/4/2024	Date:

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MORTGAGEE CONSENT

The Mortgagee identified in item 5 of Schedule 1 under the Instrument/s of Mortgage identified in item 5 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

Executed for and on behalf of **RMBL Investments Ltd**

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its attorneys:

1) Alexine Pauline Margaret Courtney

2) Surinder Gurdial

Before me;

.....

Signature of Witness

Marian Barnett

.....

Name of Witness

RMBL Investments Limited by two (2) of its appointed attorneys:

.....

.....

Under Power of Attorney dated 28th October 2015

A certified copy of which is filed in Permanent order Book No 277 at page 036 Item 03.

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MORTGAGEE CONSENT

The Mortgagee identified in item 5 of Schedule 1 under the Instrument/s of Mortgage identified in item 5 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 23/4/21

Executed for and on behalf of **Wincity Development Pty Ltd**

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Schedule 1

Item 1 – Land	Certificate of Title Volume 12324 Folio 894
Item 2 – Precinct Structure Plan	*Lancefield Road Precinct Structure Plan June 2018 (amended November 2019)*
Item 3 – Interim Infrastructure Contributions Plan	*Sunbury South and Lancefield Road Infrastructure Contribution Plan November 2019*
Item 4 – Permit	P22067.02
Item 5 – Mortgagee & Instrument/s of Mortgagee	RMBL Investments Ltd under Instrument of Mortgage No. AS092540U Wincity Development Pty Ltd under Instrument of Mortgage No. AS092541S
Item 6 – Caveator & Instrument of Caveat	NA
Item 7 – Civil Maintenance Period	12 months
Item 8 – Civil Maintenance Bond Amount	NA

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Schedule 2

ICP CONSTRUCTION PROJECTS TABLE

A – ICP Project Number and Description	A1 – Total ICP Project Value	B – Extent of ICP Project	C – WIK Community Credit	D – WIK Transport Credit (in July 2020 dollars)	E – Timing for delivery
LR-IN-02 Construction of interim 4-way signalised intersection	$7,064,631[1]	Whole of Project	NA	$7,164,464	Prior to Statement of Compliance for the first lot in Stage 4 or by 1 July 2022 (whichever is the earlier), unless otherwise agreed to in writing by Council prior to that date

[1] Value as specified in the ICP.

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SCHEDULE 3

ICP LAND PROJECTS TABLE

Parcel Summary	ICP Land Contribution Percentage	Parcel Contribution Percentage	Over providing or under providing?	Land Credit Amount payable to Owner	Land Equalisation Amount payable to Council
PSP Parcel ID LR-23	9.75%	6.95%	Under providing	NA	$2,463,711.67[2]

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[2] Value as specified in the ICP, subject to Indexation and as adjusted from time to time in accordance with this Agreement.

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HUME CITY COUNCIL
ABN: 14 854 354 856

Rates and charges instalment notice

For the period 1 July 2023 to 30 June 2024

Enquiries: 9205 2200

D C GAJERA & A D SHAH
13 ELSTERNWICK ST
TRUGANINA VIC 3029

024
I011567
R2_4995

PROPERTY NUMBER: 743784
PAYMENT REFERENCE: 7437841
DATE OF ISSUE: 24/01/2024

For emailed notices:
hume.enotices.com.au
Reference: 2ABBB8BEAN

PROPERTY DETAILS

76 MONTEGO BVD SUNBURY VIC 3429
Lot 537 PS 837661L Vol 12365 Fol 885
Owner Details: DHRUVIN CHATURBHAI GAJERA; AAYUSHI DEVANGBHAI SHAH

Site Value	Capital Improved Value	Net Annual Value
$310,000	$310,000	$15,500

Level of Value Date: 01/01/2023
Date Adopted for Rating Purposes: 01/07/2023

INSTALMENT AMOUNT DUE

$799.03

DUE DATE

29/02/2024

RATES AND CHARGES

Overdue Amount	**$535.03**
3rd Instalment	**$264.00**
TOTAL PAYABLE BY 29.02.2024	**$799.03**

This notice includes payments made to 24/01/2024

If you wish to make a payment arrangement or are experiencing financial difficulty please visit Council's website www.hume.vic.gov.au/rates for further information.

Customer Service Centres

Broadmeadows 1079 Pascoe Vale Road
Craigieburn 75-95 Central Park Avenue
Sunbury 44 Macedon Street
Cashier hours: 8am–5pm weekdays

Contact Council

PO BOX 119, Dallas 3047
Phone: 9205 2200
Email: contactus@hume.vic.gov.au
hume.vic.gov.au

Scan here to pay

VISA mastercard Bank Account

HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.

BPAY (BPAY View Registration No: 7437841
Access Bpay via your internet banking
BILLER CODE: **12500**
REF: **7437841**

POST BILLPAY
BILLPAY CODE: **0862**
REF: **7437 841**

*862 7437841

ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

DIRECT DEBIT
Register online at hume.vic.gov.au/rates to arrange automatic payment of your account

IN PERSON
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.

MAIL
Send this slip with your cheque made payable to: Hume City Council, PO Box 119 Dallas 3047

Building Permit

Form 2 Building Act 1993 Building Regulations 2018 – Regulation 37(1)

Permit No: BS-U 38620 8630770639087

Issued To - owner

Name:	Dhruvin Chaturbhai Gajera & Aayushi Devangbhai Shah
Postal Address:	24 Joanne Drive TRUGANINA, VIC 3029
Email:	patel.dhruvin@gmail.com

Address for Serving or Giving of Documents

Address:	24 Joanne Drive TRUGANINA VIC 3029
Contact Person:	Dhruvin Chaturbhai Gajera & Aayushi Devangbhai Shah
Phone:	0479 116 020

Ownership Details

Name:	Dhruvin Chaturbhai Gajera & Aayushi Devangbhai Shah
Postal Address:	24 Joanne Drive TRUGANINA, VIC 3029
Email:	patel.dhruvin@gmail.com
Contact Person:	Dhruvin Chaturbhai Gajera & Aayushi Devangbhai Shah
Phone:	0479 116 020

Property Details

Address:	Lot (537) 76 Montego Boulevard SUNBURY VIC 3429
Title Details:	LP/PS: PS837661L, Vol: 12365, Folio: 885
Municipal District:	Hume City Council

Builder

Name:	Ege Homes Pty Ltd
Phone:	0428 182 123
ACN:	667 847 163
Registration No.	CDB-U 100014
Postal Address:	114 Montego Boulevard SUNBURY, VIC 3429

This builder is specified under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.

Natural Person for Service of Directions, Notices and Orders

Name:	Yunus Cakir
Phone:	0428 182 123
Postal Address:	114 Montego Boulevard SUNBURY, VIC 3429

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Anil Uzgun	Professional Engineer	PE 0002399
Chin Mai	Draftsperson - Architectural	DP-AD 32909

Details of Domestic Building Work Insurance

Name of Builder:	Ege Homes Pty Ltd
Insurance Provider:	VMIA
Policy Number:	C882220
Policy Issued:	22/05/2024
Policy Cover:	$300,000

Nature of Building Work

Construction of Single Storey Dwelling & Garage

Does the building work relate to a small second dwelling?	No
Storeys contained:	1
Version of BCA applicable to Permit:	BCA 2022 Volume 2
Stage of building work permitted:	As shown on the approved plans
Total floor area of new building work in m2:	282.5
Cost of building work (this stage):	$500,000
Cost of building work (all stages):	$500,000

Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of	Dwelling	1a(a)
Construction of	Garage	10a

Performance Solutions

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

No	Relevant Performance Requirement	Details of Performance Solution
1	P2.1.1 Structural stability and resistance P2.2.2 Weatherproofing	To permit the use of Hebel houses and low rise multi-residential power panel external walls system

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Regulation No.
Council	Point of discharge of storm water	Regulation 133(2)

Section 10 staement

Nature and scope of exemption
Section 10(2) of the Building Act 1993 - This Building Permit has been issued to comply with BCA Volume 2 2022, as the design was substantially complete prior to May 1st, 2024. This applies to clauses H8P1(a) and H8D2(2) of BCA Volume Two in relation to Liveable Housing Design, and clauses H6P1 and H6P2 of BCA Volume Two in relation to H6D2.

Protection Work

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

Inspection Requirements

The mandatory notification stages are -

- Precautions
- Bored Piers
- Sub-base Waffle Raft
- Waffle Raft Slab Reinforcement
- Frame
- Final

Occupation or Use of Building

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

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

Commencement and Completion

This building work must commence by 1/06/2025.

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

This building work must be completed by 1/06/2026.

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

Documents Supporting Application

Document Name	Prepared By	Ref No	Issued
Application Form 1	Signed by Owner	4751	20/05/2024
Appointment	Signed by Owner	4751	25/01/2024
Architectural Plans (Rev B)	Chin Mai	0000	27/03/2024
Builder ABN	ABN Lookup	66667847163	20/05/2024
Builder ACN	ASIC	667847163	20/05/2024
Builders Insurance Policy	VMIA	C882220	22/05/2024
Building Contract	HIA	NIL	16/05/2024
CodeMark Certificate (Hebel)	CodeMark Australia	CM40049Rev1	10/03/2023
Developer Approval & Endorsed Plans	Kingsfield	KFDR2020001	4/04/2024
Energy Endorsed Drawings	Arzu Terlemez	J6OA3J8K2D-02	5/04/2024
Energy Rating Report	Arzu Terlemez	J6OA3J8K2D-02	5/04/2024
Feature Survey	GEOID Geotechnical Engineering	5298	18/08/2023
LPOD	Hume City Council	eLPD022012	24/06/2022
Practitioner Builder	VBA	CDBU100014	20/05/2024
Practitioner Draftperson	VBA	DPAD32909	22/04/2024
Practitioner Engineer	Consumer Victoria	PE0002399	22/04/2024
Property Information from Council	Hume City Council	EBPI030431	9/04/2024
RWT Product	Advised by the Owner	NIL	9/04/2024
SDO	Greater Western Water	NIL	28/06/2022
Soil Report	GEOID Geotechnical	5298	24/08/2023

Document Name	Prepared By	Ref No	Issued
	Engineering		
Structural Computations	Anil Uzgun	2305	17/04/2024
Structural Drawings Rev 3	Anil Uzgun	2305	8/04/2024
Structural Reg 126	Anil Uzgun	PE0002399	21/04/2024
Title	LANDATA	V12365F885	25/01/2024
Title MCPAA7809	LANDATA	MCPAA7809	25/01/2024
Title Plan	LANDATA	PS837661L	25/01/2024
Title Sec 173 Agreement AU736298V	LANDATA	AU736298V	25/01/2024

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	A copy of roof truss computations, layout(s) & manufacturer's certification to be submitted for approval prior to the frame inspection.
2	There must be no encroachment of any part of the work beyond the building alignment.
3	Hoardings must be provided to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work.
4	Building works must not proceed beyond any mandatoy inspection stage until the required inspection has been completed and approved.
5	The owner and/or builder shall be responsible to define, by survey, site setout and the boundaries of the allotment.
6	Should the owner/s and/or builder wish to contruct paving around the house. It is the owner/s and or builder's responsiblity to notify this office. An assessment will be done against, Building Act 1993, Part 5 of the Building Regulations 2018 and BCA. Further, permit must be varied prior to commencement of works.
7	Provide a suitable means of drainage to any site cuts and perimeter of the building to prevent an accumulation of run-off water near the foundations.
8	Any surface water runoff to be collected with a suitable means of drainage to prevent water entering the adjoining site.
9	The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
10	Prior to any works commencing on site, an Asset Protection Permit must be obtained from Responsible Authority.
11	This approval will be revoked if any documentation submitted with the application is subsequently found to be false, improper, misrepresented, incomplete or fraudulent.
12	The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
13	The builder named in the building permit must ensure that: (a) the following information is displayed on the allotment to which the permit relates in a conspicuous position accessible to the public before the commencement of the building work to which the permit applies: (i) the registration numbers and contact details of the builder and the relevant building surveyor; and (ii) the building permit number and the date of issue of the permit; and (b) the information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.

Relevant Building Surveyor

Name: Yavuz (Leo) Demirel
ACN: 606 314 676
Address: Suite 8, 240 Sydney Road COBURG VIC 3058
Email: info@buildingsurveyorscode.com.au
Building practitioner registration no.: BS-U 38620

Permit No.: BS-U 38620 8630770639087
Date of Issue of Permit: 1/06/2024

Signature:

TERMS AND CONDITIONS

1. Delivery of the Private Building Surveyor Functions

1.1. The delivery of the Private Building Surveyor Functions will occur when any Private Building Surveyor Functions are exercised for the Client.

1.2. Any instructions received by the Building Surveyor from the Client for the supply of the Private Building Surveyor's Functions and/or the Client's acceptance of services or functions supplied by the Building Surveyor shall constitute acceptance of our terms and conditions of engagement.

1.3. The Building Surveyor may subcontract or licence all or part of its obligations under this Agreement without prior notice to the Client.

2. Payment to Building Surveyor for Services

2.1. Client to Make Payment

In consideration of the promise by the Building Surveyor to perform the Private Building Surveyor Functions, the Client promises to pay to the Building Surveyor the fees, disbursements and the expenses as set out in the Building Surveyor's letters and invoices sent to the Client.

2.2. The Building Surveyor reserves the right to change the fee in the event of a variation to the scope of work for the Private Building Surveyor Functions. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to unforeseen circumstances, or as a result of increases to the Building Surveyor in the costs of materials and labour) will be charged for on the basis of the Building Surveyor's fee proposal and will be shown as a variation on the invoice.

2.3. Goods & Services Tax (**GST**), other taxes, duties and applicable government and council fees and charges will be added to the Building Surveyor's fee (other than where they are expressly included in that fee).

3. GST

3.1. Unless specifically described as "GST inclusive", any payment or consideration under this Agreement does not include GST.

3.2. Where a supply by one party ("the Supplier") to another party ("the Recipient") under this Agreement is subject to GST (and the supply is not specifically described as "GST inclusive"):

3.2.1. The consideration for that supply must be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

3.2.2. The Recipient must pay that additional GST amount at the same time and in the same manner as the consideration for the relevant supply.

4. Timing of Payment

4.1. At, or after the time, that any part of the Private Building Surveyor Functions is performed by the Building Surveyor, the Building Surveyor may give the Client an invoice for that part of the Private Building Surveyor Functions performed and for any reimbursable disbursements, taxes, fees or expenses incurred by the Building Surveyor.

4.2. The Client shall pay the full amount owing in respect of each invoice (inclusive of GST) within fourteen (14) days of issue of the invoice.

4.3. Payment for all variations (see clause 2.2) must be made in full at their time of completion.

5. Method of Payment

5.1. Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and the Building Surveyor.

5.2. Receipt by the Building Surveyor of any form of payment other than cash does not constitute payment until that payment has been honoured, cleared or recognised by the building surveyor.

6. Default of Payment

If the Client does not pay an invoice when it is due and payable (i.e. the Client is in default), the Client shall be liable to also pay the Building Surveyor the following:

6.1. any costs and disbursements incurred by the Building Surveyor in recovering the debt owed by the Client including, but not limited to, legal costs and collection agency costs; and

6.2. an administration fee of $100.00.

7. Interest on Overdue Payment

7.1. In addition to all other rights and remedies of the Building Surveyor, if the Client fails to pay all monies as and when due, the Building Surveyor shall be entitled to recover interest at the higher of 15% per

annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Ac*t 1983 (Vic).

7.2. Interest shall be calculated on daily balances from the date 14 days after the date of issue of the invoice until the date of payment by the Client.

8. Payment of Costs if Building Works Delayed

If the performance of the Private Building Surveyor Functions is delayed beyond a reasonable period for any reason other than a breach of this Agreement by the Building Surveyor, then the Client shall pay to Building Surveyor a reasonable sum of money to cover the consequential costs and expenses suffered by the Building Surveyor as a result of the delay.

9. Non-Compliance

If the Client (or the Client's agent) fails to comply with any of the following:

9.1. The building permit or its conditions;

9.2. Any directions issued by the Building Surveyor; or

9.3. A section of the Act (and the Regulations); and

as a result, the Building Surveyor is required to provide additional functions or services under the Act, the Regulations or this Agreement then the Client shall pay the Building Surveyor a fee adjustment with respect to those additional functions or services.

10. Disputed Claims

10.1. If the Client disputes the whole or any portion of the amount claimed in an invoice sent by the Building Surveyor, then the Client shall pay that portion of the amount stated in the invoice which is not in dispute and notify the Building Surveyor in writing of the reasons for disputing the account.

10.2. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount calculated in accordance with clause 7 (seven).

11. Professional Standard of Care

In performing the Services, the Building Surveyor shall exercise the degree of reasonable skill, care and diligence; and maintain the ethical standards; as generally exercised by building surveyors performing similar functions or services in similar circumstances.

12. Notice of Matters Likely to Change Scope or Timing of Functions or Services

12.1. If the Building Surveyor becomes aware of anything which may change the scope, timing or cost of the Private Building Surveyor Functions, then it shall as soon as practicable give written notice to the Client. The notice shall as far as possible contain particulars of the change.

12.2. In the event of a proposed change of ownership of the Client or any change in the Client's name and/or any change in the Client's details the Client shall give the Building Surveyor not less than 14 days prior written notice of such change and the Client shall be liable for any loss incurred by the Building Surveyor as a result of the Client's failure to comply with this clause.

13. Variations

13.1. The Client may, by written notice to the Building Surveyor, request a variation to the scope of the Private Building Surveyor Functions.

13.2. The Building Surveyor will not carry out a variation unless and until the Client provides to the Building Surveyor a written variation and the variation is valued.

13.3. A variation is to be valued as follows:

13.3.1. Where the variation can be valued by the application of rates agreed to by the Client's acceptance of this Agreement, by the application of those rates; and

13.3.2. Where there are no relevant rates, the Client and the Building Surveyor must agree a value.

13.4. No variation invalidates this Agreement irrespective of the character or value of the variation.

13.5. All variations must be in writing and signed by all representatives of the Client and the Building Surveyor.

14. Information

The Client shall:

14.1. Promptly answer any reasonable enquiries made by the Building Surveyor in connection with the Private Building Surveyor Functions;

14.2. Direct others to liaise, cooperate or confer with the Building Surveyor when necessary;

14.3. Provide the Building Surveyor with all relevant information; and

14.4. Provide the Building Surveyor with all information relevant to the project and deemed necessary by it to undertake the Private Building Surveyor Functions.

15. Client's Warranties and Indemnities

15.1. The Client warrants:

15.1.1. The accuracy and completeness of all information given to the Building Surveyor;

15.1.2. That the Building Surveyor when carrying out the Private Building Surveyor functions acts with the Client's authority; and

15.1.3. That no other person has been appointed as building surveyor for the relevant property.

15.2. The Client shall indemnify and keep indemnified the Building Surveyor and its employees, officers and contractors:

15.2.1. From and against all suits, actions, claims, demands, expenses, loss or damage to any property, or the death of or personal injury to any person, caused or contributed to by the Client, a breach by the Client of this Agreement, a wilful unlawful or negligent act or omission of the Client, and any claim or proceeding by a third party against the Building Surveyor or its employees, offices and contractors caused or contributed to by the Client;

15.2.2. From and against any claims in respect of the Building Surveyor acting within authority as the Client's agent;

15.2.3. Further, the Client releases and holds harmless the Building Surveyor against all claims, demands, expenses, loss or damage arising in connection with the Client's reliance on, or use of, any Private Building Surveyor Functions, including advice, given to the Client by the Building Surveyor in a manner which is not contemplated or authorised by the Act or otherwise not in accordance with any exclusions or assumptions given by the Building Surveyor; and

15.2.4. Notwithstanding any other provision of this Agreement, the Building Surveyor is not liable to the Client for any loss or damage suffered by the Client or for any claim against the Client (howsoever arising) for economic, indirect or consequential losses of any kind whatsoever.

16. Client's Obligations

16.1. The Client must:

16.1.1. Provide all information required by the Building Surveyor within the time specified by the Building Surveyor to enable the Building Surveyor to perform the Private Building Surveyor Functions; and

16.1.2. Give the Building Surveyor such access to the Project and any relevant site as is required by the Building Surveyor to perform the Private Building Surveyor Functions.

16.2. The Client hereby acknowledges his/her/its ongoing obligations pursuant to the Act and the Regulations including, but not limited to, the following:

16.2.1. Not to obstruct the Building Surveyor in carrying out his, her or its functions;

16.2.2. Not to provide the Building Surveyor with any information which may be misleading or deceptive;

16.2.3. To advise the Building Surveyor of the following:

16.2.3.1. any changes in relation to the engagement of a building practitioner or/and insured architect within 14 days of any such change;

16.2.3.2. any change to the Client's address;

16.2.3.3. if building work ceases on the relevant property; and

16.2.3.4. If the relevant property is transferred to another owner;

16.2.4. To ensure the building work the subject of any building permit issued by the Building Surveyor is carried out in accordance with the building permit, our directions, the Act (or the Regulations); and

16.2.5. To make application for and obtain the required occupancy permit, certificate of final inspection, report and consent or other permits or approvals deemed by us to be necessary to the carrying out of the Private Building Surveyor Functions.

17. Extent of Building Surveyor Warranty

17.1. Except to the extent imposed by law or specifically provided for in this Agreement and these Terms of Engagement, the Building Surveyor does not give any warranty nor accept any liability in relation to the performance or non-performance of the Private Building Surveyor Functions.

17.2. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded.

17.3. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of the *Competition and Consumer Act* 2010 (Cth) or the *Australian Consumer Law* (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

18. Maximum Amount of Liability

The maximum liability of the Building Surveyor to the Client arising out of the performance or non-performance of the Private Building Surveyor Functions, whether under the law of contract, tort or otherwise, shall be limited to damages which under no circumstances shall exceed the fee for the Private Building Surveyor Functions.

19. Release

The Client releases the Building Surveyor from, and agrees that the Building Surveyor is not liable for, any liability or loss arising from or any costs incurred in connection with the Private Building Surveyor Functions in excess of the Building Surveyor's liability determined in accordance with clause 18.

20. Inspections

20.1. If the Building Surveyor is requested by the Client or the builder to carry out an inspection of the building work, the Client shall provide the Building Surveyor with no less than 24 hours' notice and shall cease any works on the relevant property until such time as the Building Surveyor has inspected the property.

20.2. The Client will pay the Building Surveyor the fee or a fee adjustment if required under this agreement for any inspections.

20.3. It is the responsibility of the Client or the builder to contact the Building Surveyor for the mandatory inspections specified on the building permit.

20.4. The Client or the builder shall pay for any additional inspections before the issue of the Final Inspection Certificate/Occupancy Permit. Additional inspections are those carried out which exceed the amount specified in the Building Surveyor's Fee Proposal; or alternatively, which are re-inspections of past failed inspections.

20.5. It is the Client's or the builder's responsibility to ensure the following:

20.5.1. That a copy of all documentation and endorsed plans are available on site at all times; and

20.5.2. That all tradesmen carry out the building work strictly in accordance with the approved plans,

so as to allow for mandatory building inspections.

20.6. Where applicable, all prefabricated floor and roof truss manufacturer computations and plans are to be submitted to the Building Surveyor's office for assessment and approval 48 hours prior to erection on site.

20.7. Frame inspections will not be booked until truss computations and plans have been approved by the Building Surveyor.

21. Termination of Private Building Surveyor's Functions

21.1. Termination by Client

Subject always to the provisions of the Act (as amended from time to time), the Client may by notice in writing served on the Building Surveyor terminate the Building Surveyor's engagement under this Agreement:

21.1.1. If the Building Surveyor is in breach of the provisions of the terms of this Agreement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on the Building Surveyor of a notice requiring the breach to be remedied; or

21.1.2. If the Client serves on the Building Surveyor a notice requiring that this Agreement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

21.2. Termination by the Building Surveyor

Subject always to the provisions of the Act (as amended from time to time), the Building Surveyor

may by notice in writing served on the Client terminate the Building Surveyor's obligations under this Agreement:

21.2.1. If the Client is in breach of the terms and conditions of any part of clause 2 hereof and the breach has not been remedied within seven (7) days (or such longer period as the Building Surveyor may allow) of the service by the Building Surveyor on the Client of a notice requiring the breach to be remedied; or

21.2.2. If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Building Surveyor may allow) of the service by the Building Surveyor on the Client of a notice requiring the breach to be remedied; or

21.2.3. If the Building Surveyor serves on the Client a notice requiring that this Agreement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

21.3. Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the terms of this Agreement which occurred prior to the date of determination.

21.4. Work-in-Progress

If the Building Surveyor's obligations are terminated, then the Client shall pay for all work in progress performed by the Building Surveyor up until the date of termination.

21.5. Effect of Termination on Right to Payment

If the engagement of the Building Surveyor is terminated for any reason other than for breach of the terms of this Agreement by the Building Surveyor himself or itself, then the Building Surveyor shall be entitled to pro rata payment for the Private Building Surveyor's Functions carried out for the period up to and including the date of termination and for any consequential costs, disbursements and expenses incurred as a result of the termination (inclusive of GST).

22. Notices

22.1. A notice, demand, consent, approval or communication under this Agreement ("**Notice**") must be:

22.1.1. In writing, in English and signed by a person authorised by the sender; and

22.1.2. Hand delivered, sent by prepaid post or email to the recipients address or specified email address, as varied from time to time by any Notice given by the recipient to the sender.

22.2. A Notice is deemed to be received:

22.2.1. If hand delivered, on delivery;

22.2.2. If sent by prepaid post, seven business days after posting; and

22.2.3. If sent by email, at the time deemed to be the time of receipt under the *Electronic Transactions Act* 2000 (Vic) or the *Electronic Transactions Act* 1999 (Cth) if the notice is being given under a law of the Commonwealth of Australia.

22.3. Duration of Liability

The Building Surveyors shall be deemed to have been discharged from all liability in

respect of the Private Building Surveyor Functions, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Private Building Surveyor Functions, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against the Building Surveyor (or any employee, officer or contractor of the Building Surveyor) in respect of the Building Surveyor Functions after that date.

23. Dispute Resolution

23.1. A party to this Agreement must not commence arbitration, court or tribunal proceedings in respect of a dispute under this Agreement, unless it first attempts to resolve the dispute by negotiation and/or mediation under this clause.

23.2. A party claiming that a dispute has arisen under this Agreement must give written notice to the other party specifying the nature and details of the dispute.

23.3. On receipt of a notice of dispute by a party, all parties must negotiate in good faith to resolve the dispute.

23.4. If the parties are unable to resolve the dispute within 10 business days, they must promptly refer the dispute to their respective representatives (whether that be lawyers or otherwise).

23.5. The parties' representatives must thereafter meet to resolve the dispute, and each representative must be authorised by the party they represent to resolve the dispute at said meeting.

23.6. If the parties' representatives are unable to resolve the dispute with a further 10 days after it is referred to them, a party may refer the dispute to mediation.

23.7. The mediation is to be conducted by a mediator agreed by the parties, or failing agreement by way of an application made by one or both of the parties to the Small Business Commissioner of Victoria for mediation.

23.8. Each party must bear its own costs of mediation and the parties are to bear equally the costs of any mediator appointed to assist them to resolve the dispute.

24. Consultants

24.1. If circumstances arise which require the services of a specialist or expertise outside the field of the Building Surveyor, then the Building Surveyor may with the prior approval of the Client engage the appropriate consultant.

24.2. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

25. Copyright

Copyright in all the Building Surveyor's documentation in connection with the Private Building Surveyors Functions and the engagement of the Building Surveyor shall remain the property of the Building Surveyor.

26. Confidential Information

26.1. Subject to the Act, each party agrees that it will not use the Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose, except for the purposes of and in the manner contemplated by this agreement.

26.2. Each party agrees that it will:

26.2.1. Keep confidential;

26.2.2. Take reasonable steps to ensure that the party's officers and employees do not disclose to a third party; and

26.2.3. Maintain proper and secure custody of and not use or reproduce in any form,

any Confidential Information belonging to the other party.

27. Entire Agreement

27.1. These Terms of Engagement together with the Building Surveyor's Letter containing the Fee Proposal constitutes the entire agreement between the parties and any other or previous negotiations, representations, arrangements or agreements are superseded by this agreement.

27.2. No amendment or variation may be made to the agreement between the parties other than in writing executed by the parties.

28. Waiver

A waiver of a provision of or a right under this Agreement must be in writing signed by the party giving the waiver and is effective only to the extent set out in that written waiver.

29. Transfer and Assignment

29.1. The Building Surveyor and the Client each bind itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to this Agreement and these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of this Agreement and these Terms of Engagement.

a) Neither the Building Surveyor nor the Client shall assign, sublet or transfer any right or obligation under this Agreement or these Terms of Engagement without the written consent of the other party.

b) Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement or these Terms of Engagement.

c) Nothing contained in this clause shall prevent the Building Surveyor from employing such persons or companies as it may deem appropriate to assist it in the performance of this Agreement or these Terms of Engagement.

30. Severability

30.1. The parties agree that a construction of this Agreement and these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result.

30.2. If, however, a provision of this Agreement or these Terms of Engagement is illegal or unenforceable, then:

30.2.1. If the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and

30.2.2. In any other case, the whole provision is severed and the remainder of this Agreement or these Terms of Engagement continue in force.

31. Force Majeure

31.1. If a Force Majeure Event causes delay or failure by a party to perform its obligations under this Agreement:

31.1.1. Neither party is liable for such delay or failure; and

31.1.2. All obligations of a party under this Agreement are suspended until the Force Majeure Event ceases to apply.

31.2. A party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this Agreement must:

31.2.1. Notify the other party as soon as possible giving:

31.2.1.1. Reasonably full particulars of the Force Majeure Event;

31.2.1.2. The date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and

31.2.1.3. Where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;

31.2.2. Use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;

31.2.3. Resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance; and

31.2.4. Notify the other party when resumption of performance occurs.

31.3. If a delay or failure under this clause exceeds 60 days, either party may immediately terminate this Agreement by giving notice to the other party.

32. Changes in Laws

If after the date of this Agreement and these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by the Building Surveyor in performing the Private Building Surveyor Functions, then the fees and expenses otherwise payable to the Building Surveyor under this Agreement and these Terms of Engagement shall be increased or decreased accordingly.

33. Governing law

This Agreement and these Terms of Engagement are governed by the laws of Victoria and are subject to the jurisdiction of the Courts and Tribunals in Victoria.

Definitions and Interpretation

"**Act**" means the *Building Act* 1993 (Vic).

"**Business Day"** means a day which is not a weekend or public holiday in Victoria.

"Building Surveyor" means the person identified as such on the front page of this agreement.

"Building Surveyor's Letter(s)" means the Building Surveyor's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client.

"**Building Quality"** means any matter that could or might be a defective item with respect to any contract between the Client and another party which defines the standard of work to be achieved pursuant to that contract with respect to the Project but does not include matters which relate to conformance by the Project to technical standards including the National Construction Code.

"**Building Works**", "**owner**" and "**Property**" mean the Building Works, owner and Property described on the Application for the Building Permit.

"**Client**" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner.

"**Confidential Information**" means any documentation or information of a confidential nature supplied by either party to the other in connection with this agreement and includes all scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by a party but excludes any documentation or information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by law.

"**fees**", "**expenses**" and "**services**" means the fees, expenses and Services referred to in the Building Surveyor's Letter(s) to the Client;

"Force Majeure Event" means an event beyond the reasonable control of the parties which precluded a party from performing on time an obligation under this agreement. Such circumstances include acts of God, lighting strikes, earthquakes, floods, storms, explosions, fires, any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.

"**Private Building Surveyor Functions**" is defined in clause 1 to this agreement.

"**Variation"** means any change to the Private Building Surveyor's Functions including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Private Building Surveyor's Functions.

Occupancy Permit

Form 16 Building Act 1993 Building Regulations 2018 – Regulation 192

Permit No: BS-U 38620 8630770639087

Property Details:	Lot (537) 76 Montego Boulevard SUNBURY VIC 3429
Title Details:	LP/PS: PS837661L, Vol: 12365, Folio: 885
Municipal District:	HUME CITY COUNCIL

Building Permit Details

Building Permit No.: 8630770639087

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

Building Details

Building / Part of Building to which Permit Applies	Permitted Use	BCA Class	Maximum Floor Live Load	Maximum Number of People
Dwelling	Domestic	1a(a)	1.5 kPa	N/A
Garage	Domestic	10a	2.5 kPa	N/A

Section 10 Statement
Section 10(2) of the Building Act 1993 - This Building Permit has been issued to comply with BCA Volume 2 2022, as the design was substantially complete prior to May 1st, 2024. This applies to clauses H8P1(a) and H8D2(2) of BCA Volume Two in relation to Liveable Housing Design, and clauses H6P1 and H6P2 of BCA Volume Two in relation to H6D2.

Performance Solution

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

No	Relevant Performance Requirement	Details of Performance Solution
1	P2.1.1 Structural stability and resistance P2.2.2 Weatherproofing	To permit the use of Hebel houses and low rise multi-residential power panel external walls system

Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Relevant Regulation
Council	Point of discharge of storm water	Regulation 133(2)

Conditions to which this permit is subject

Occupation is subject to the following conditions –

(1) Other Conditions

1	The Owner(s) of the building(s) is responsible for maintaning the smoke alarms in a state in which it is fit for their intented purpose.
2	The Owner(s) of the building is responsible for the maintanance of the building(s) foundations. Attention is drawn to the CSIRO Building Technology File Named "Foundation Maintenance and Footing Performance : A Homeowner's Guide "
3	The Owner(s) of the building (s) is responsible for maintaning the buildings termite barrier (s) in accordance with AS3660.1-2000
4	That this Occupancy Permit only permits occupation of this building if the required appropriate cooking appliances are installed and have been connected and cerfied in the form of plumbing certificate prior to settlement.

Suitability for occupation
At the date this occupancy permit is issued, the building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name: Yavuz (Leo) Demirel
Address: Suite 8, 240 Sydney Road COBURG VIC 3058
Email: info@buildingsurveyorscode.com.au
Building practitioner registration no.: BS-U 38620

Occupancy Permit No.: BS-U 38620 8630770639087
Date of Issue: 29/08/2025
Date of Final Inspection: 20/08/2025

Signature:

INSURANCE HOUSE PTY LTD
Level 3, 100 Wellington Parade
East Melbourne VIC 3002
insurancehouse.com.au
1300 851 329

Domestic Building Insurance

Certificate of Insurance

Dhruvin Chaturbhai Gajera, Aayushi Devangbhai Shah

24 Joanne Dr
TRUGANINA
VIC 3029

Policy Number:
C882220

Policy Inception Date:
22/05/2024

Builder Account Number:
637410

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

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**76 Montego Bvd SUNBURY VIC 3429 Australia**
Carried out by the builder:	**EGE HOMES PTY LTD**
Builder ACN:	**667847163**

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

For the building owner(s):	**Dhruvin Chaturbhai Gajera, Aayushi Devangbhai Shah**
Pursuant to a domestic building contract dated:	**16/05/2024**
For the contract price of:	**$ 500,000.00**
Type of Cover:	**Cover is only provided if EGE HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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

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

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

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

Issued by Victorian Managed Insurance Authority

Date Generated:22/05/2024
OFFICE USE ONLY: COI-0717-1

INSURANCE HOUSE PTY LTD
Level 3, 100 Wellington Parade
East Melbourne VIC 3002
insurancehouse.com.au
1300 851 329

Period of Cover

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

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

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

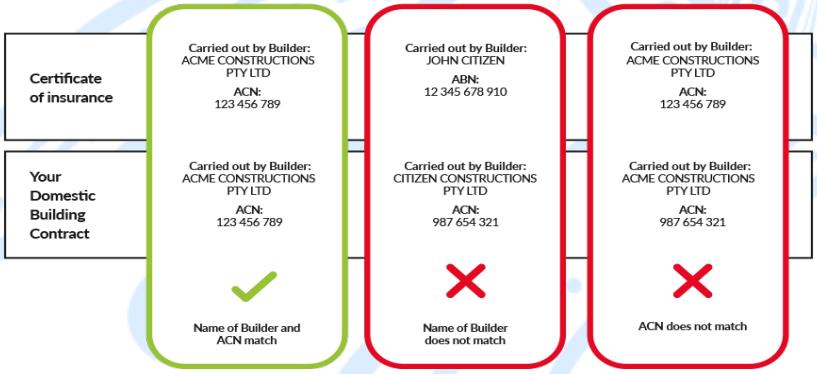
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$3,200.00**
GST:	**$320.00**
Stamp Duty:	**$352.00**
Total:	**$3,872.00**

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

Below are some examples of what to look for



PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 19 March 2025 07:18 PM

PROPERTY DETAILS

Address:	**76 MONTEGO BOULEVARD SUNBURY 3429**
Lot and Plan Number:	**Lot 537 PS837661**
Standard Parcel Identifier (SPI):	**537\PS837661**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**743784**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 383 C3**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**SUNBURY**

OTHER

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

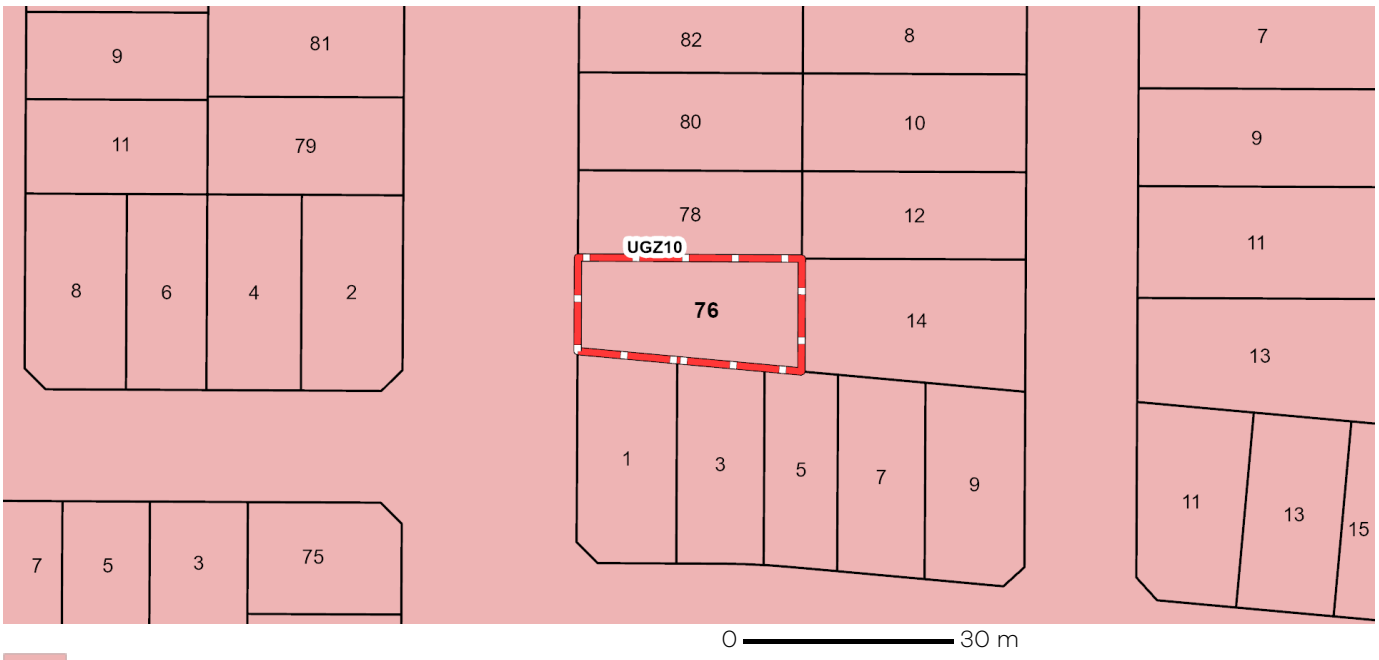
View location in VicPlan

Note

This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)
URBAN GROWTH ZONE - SCHEDULE 10 (UGZ10)



UGZ - Urban Growth

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

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

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

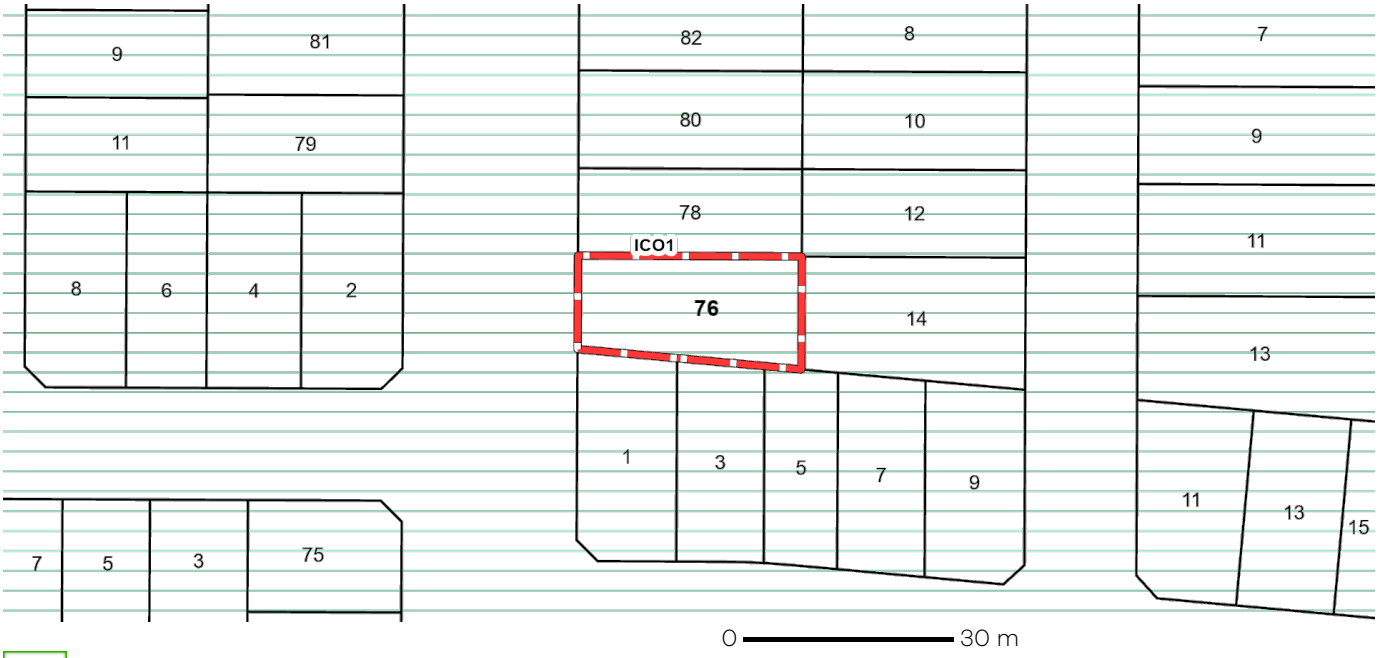
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)

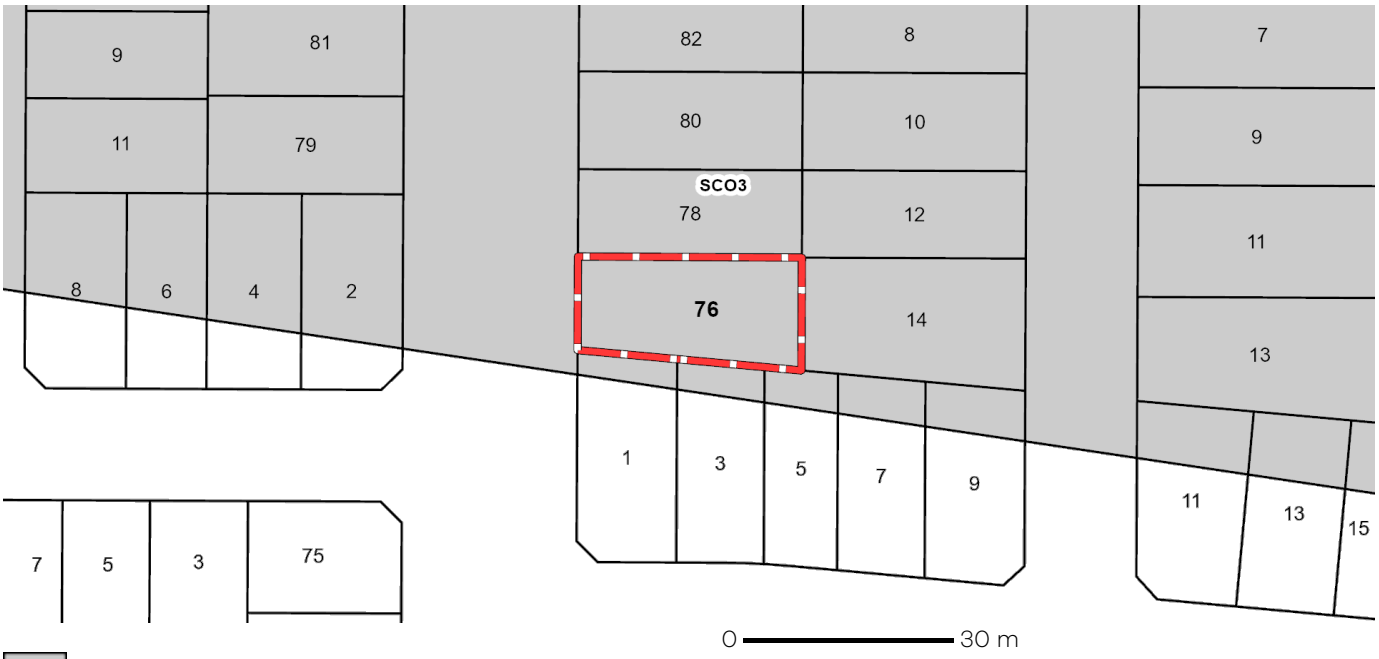


ICO - Infrastructure Contributions Overlay

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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO3 SCHEDULE (SCO3)



SCO - Specific Controls Overlay

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

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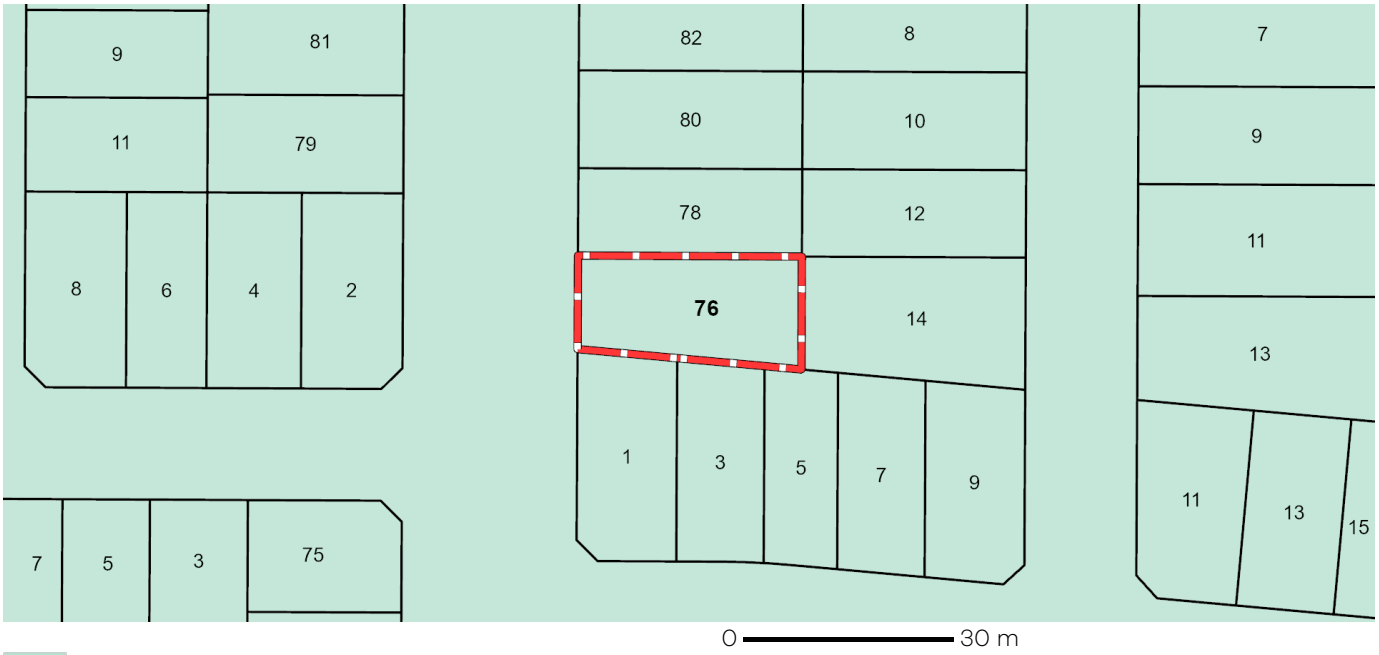
PLANNING PROPERTY REPORT

Department of Transport and Planning

Growth Area Infrastructure Contribution

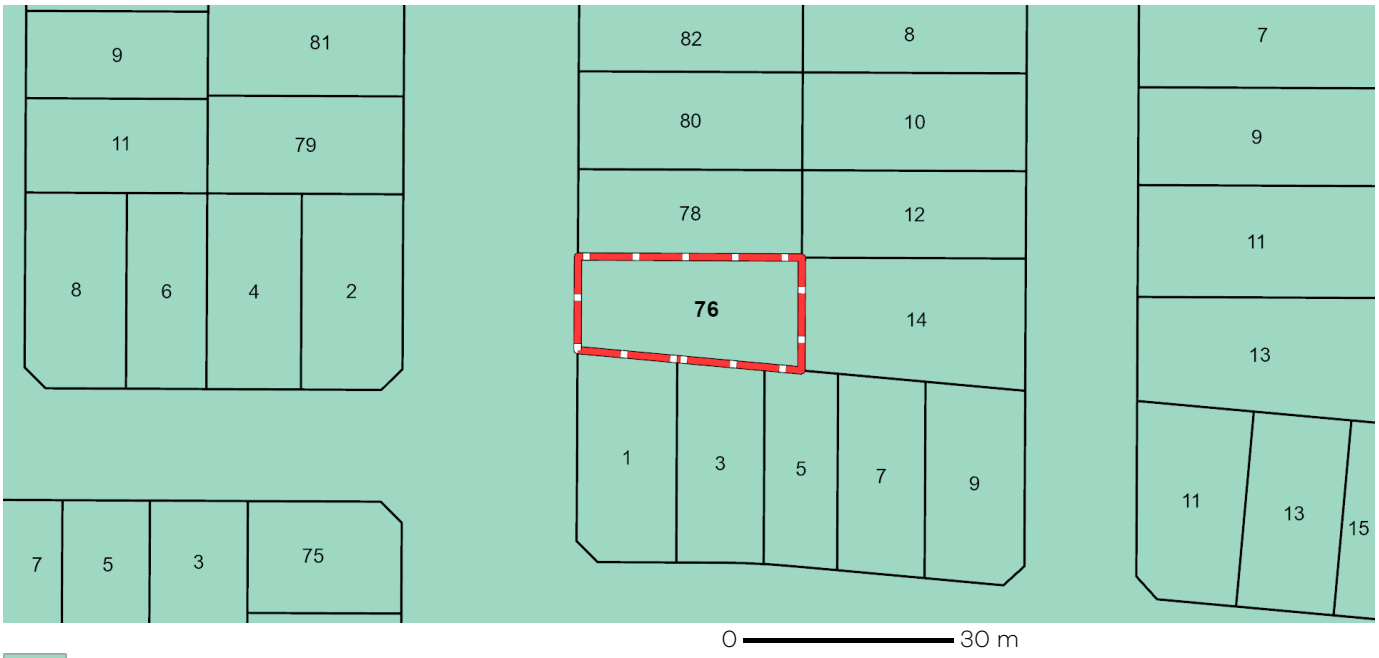
This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Land added to the UGB since 2005

Melbourne Strategic Assessment

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



Melbourne Strategic Assessment Area

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 13 March 2025.

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

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

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

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

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

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PLANNING PROPERTY REPORT

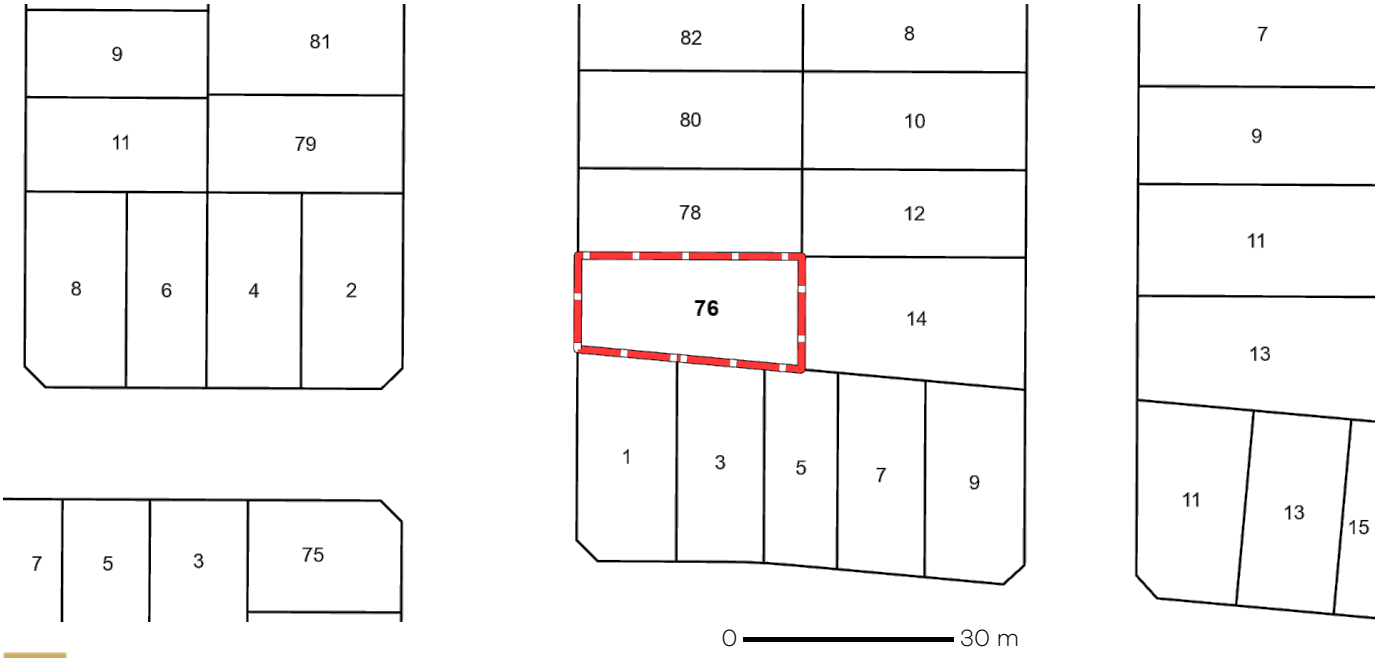
Department of Transport and Planning

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 Bushfire Prone Areas

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.

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PROPERTY REPORT

Energy, Environment and Climate Action

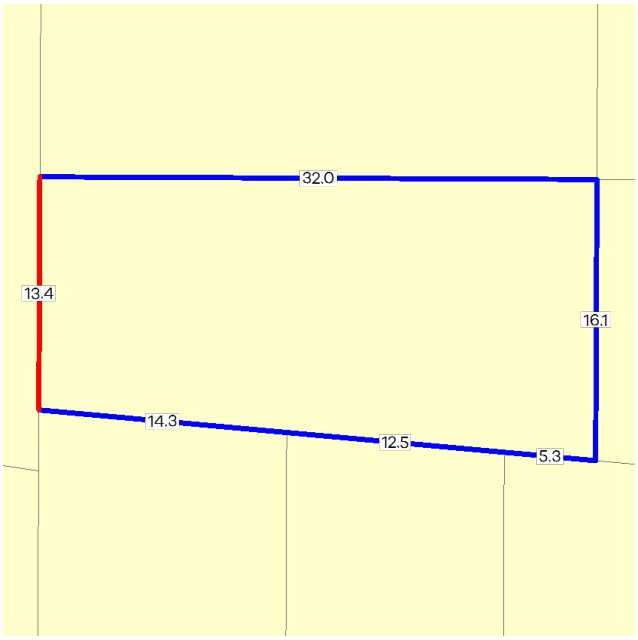
From www.land.vic.gov.au at 19 March 2025 07:18 PM

PROPERTY DETAILS

Address:	**76 MONTEGO BOULEVARD SUNBURY 3429**
Lot and Plan Number:	**Lot 537 PS837661**
Standard Parcel Identifier (SPI):	**537\PS837661**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**743784**
Directory Reference:	**Melway 383 C3**

SITE DIMENSIONS

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



Area: 472 sq. m
Perimeter: 94 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:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**SUNBURY**

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

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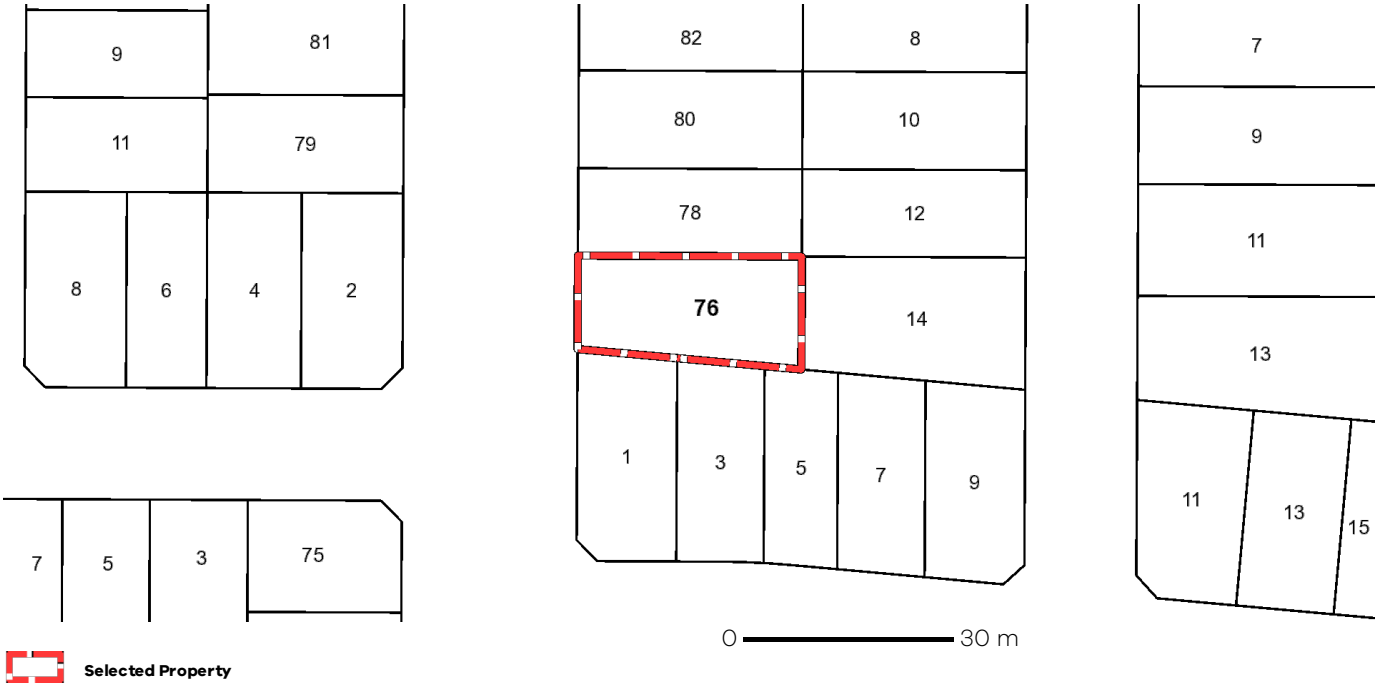
PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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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 (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.