

CONTRACT OF SALE OF REAL ESTATE



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**CONTRACT OF SALE
OF LAND**

VENDOR

HARPREET SINGH
And
HARPREET KAUR

PROPERTY

2 YELLOWGUM STREET
BURNSIDE HEIGHTS 3023

GILL CONVEYANCING

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Contact: Rajbir Kaur

Contract of Sale of Land

Property address: 2 YELLOWGUM STREET BURNSIDE HEIGHTS 3023

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.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

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

Notice to purchasers of property “off-the-plan”

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

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

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

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

Signing of this contract

WARNING: THIS IS A LEGALLY BINDING CONTRACT. 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 that Act. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; 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 an 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
dd/mm/yyyy

Print name(s) of person(s) 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 clear business days if none specified).

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

The **day of sale** is the date by which both parties have signed this contract.

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Particulars of sale

Vendor's estate agent

Name:	Harcourts Rata & Co
Address:	1/337 Settlement Road Thomastown VIC 3074
Telephone:	
Fax:	
Email:	sold@rataandco.com.au

Vendor

Name(s):	HARPREET SINGH and HARPREET KAUR
Address:	
Telephone:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	Gill Conveyancing
Address:	PO Box 472 Craigieburn VIC 3064
Telephone:	0470 549 943
Fax:	
Email:	info@gillconveyancing.com.au

Purchaser

Name(s):

Address:

Telephone:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Telephone:

Fax:

Email:

INFORMATION ONLY

Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	11060	Folio	480	820	PS527747E
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address The address of the land	2 YELLOWGUM STREET BURNSIDE HEIGHTS 3023
Goods sold with the land General condition 6.3(f). List or attach schedule.	All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price	\$
Deposit	\$
by dd/mm/yyyy	
(of which [amount] has been paid)	\$
Balance payable at settlement	\$

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

Settlement (general condition 17 and 26.2)

Is due on:
dd/mm/yyyy

--

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

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

Lease (general condition 5.1)

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

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in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are:

- Residential tenancy agreement for a fixed term ending
- Periodic residential tenancy agreement determinable by notice
- Lease for a term ending.....with.....option to renew, each of..... years

Terms contract (general condition 30)

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

--

and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

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Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.

- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

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

- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

- (a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default

has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

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

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

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

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name <input style="width: 300px;" type="text"/>	<input style="width: 180px;" type="text"/>
---	--

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name <input style="width: 300px;" type="text"/>	<input style="width: 180px;" type="text"/>
---	--

In the presence of

Director(Sign)

Witness

Off the Plan Concession

FOR OWNER OCCUPIER ONLY

Apportionment for Price and Land and Home- Fixed Percentage Method

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

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

Contract price including GST	x	% of building works component	=	Equals	100% building works components \$
	x		%	=	
From (1) above		From (2) above			

Actual % of construction works completed after the contract	%	
---	---	--

100% building works	x	Deemed % construction works after contract*	=	Equals	Deemed construction costs after the contract \$
	x		%	=	
From (3) above		Please round up, ie 60%, 70%			

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

The contract price (total price paid including GST)	\$	
From (1) above		
Less the cost of construction occurring after the contract including GST	less \$	
From (5) above		
The dutiable value for the lot	Equals \$	

INFORMATION ONLY

SPECIAL CONDITIONS ("SC")

1. PAYMENT

The Purchaser must pay all money due under this Contract to the Vendor or as directed by the Vendor or the Vendor's Conveyancer.

Payment shall be made or tendered by bank cheque or by a cheque drawn on an authorised deposit-taking institution provided that if the Vendor requests more than five (5) bank cheques the Purchaser may adjust the cost of any additional bank cheques against the Vendor.

2. ELECTRONIC CONVEYANCING

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

EC

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

2.9 The vendor must before settlement:

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

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. **ADJUSTMENT OF OUTGOINGS**

General Condition 15.2 shall not apply to this Contract.

All rates, taxes, assessments and outgoings, whatsoever levied in respect of the land for the current year; will be paid by the Vendor and borne by the Purchaser as from the date upon which the Purchaser becomes entitled to possession and will be apportioned between the Vendor and Purchaser as at that date.

4. **WARRANTIES and REPRESENTATIONS**

The Purchaser agrees that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract, and the Purchaser shall not be entitled to rely on any representations or promises whether oral, written or otherwise made by or on behalf of the Vendor except those set out in this Contract.

5. **ACCEPTANCE OF TITLE**

General condition 12 is hereby modified to include the following additional condition :

12.4 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.

6. **PLANNING SCHEMES**

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

7. **STATUS OF IMPROVEMENTS**

The land and any improvements thereon is hereby sold as inspected by the purchaser.

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

The Vendor makes no representations as to whether the improvements on the land sold or any alterations or additions thereto comply with the Victorian Building Regulations or the requirements of the Local Municipal Council. The Purchaser shall not make any requisition, or claim any compensation in respect of any non-compliance with the regulations and the Purchaser shall not call upon the Vendor to bear any part whatsoever of the cost of complying with the regulations.

8. **FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (C'TH)**

8.1 The Purchaser warrants that he is not a foreign, resident or non-resident of Australia or is not otherwise required to obtain approval to enter into this contract.

8.2 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) requiring the obtaining of consent to this Contract do not apply to the Purchaser and to this Contract.

8.3 In the event of there being, a breach of the above warranty, whether intentional or not, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

8.4 This warranty and indemnity shall not merge on completion of the Contract.

9. **STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS**

9.1 If there is more than one purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of the sale the proportions in which they are buying the property (the proportions).

9.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation,

9.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

9.4 This Special Condition will not merge on completion.

10. **PURCHASER'S INDEMNITY**

The Purchaser acknowledges that any levy, special charges, liability or other obligations arising in connection with the property sold pursuant to any notice, order, demand, by law, resolution, regulation or other enactments made or issued after the date of this contract shall be borne wholly by the Purchaser as at and from the date of this contract and the Purchaser hereby indemnifies the Vendor against such liability.

11. **DEFAULT**

If the purchaser defaults in payment of any amount due under this contract then without prejudice to any other rights of the vendor the purchaser shall pay to the vendor interest at 2% higher than the rate for the time being fixed under the Penalty Interest Rates Act 1983 calculated on the amount overdue for the period of the default.

12. **INTEREST, EXPENSES, COMPENSATION AND LEGAL COSTS**

For the purpose of defining compensation for any reasonably foreseeable loss, 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,.

and shall include the following:

- 1. all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and all interest charged on such bridging finance:
- 2. accommodation expenses necessarily incurred by the Vendor:
- 3. a rescheduling settlement fee of \$250.00 for each and every rescheduling / rebooking of settlement from the due date to each and every alternative date thereafter:
- 4. all other legal and conveyancing costs and expenses payable by the vendor to its conveyancer;
- 5. any other amounts directly resulting from a breach by the Purchaser;
- 6. penalty interest as set out in Special Condition 10 herein

13. **RESCISSION**

Where the Purchaser defaults and the contract is rescinded by the Vendor, an amount equal to 10% of the price ('the security') shall be unconditionally forfeited to the Vendor. In addition, the Vendor may, at the Vendor's option, exercised within 12 months of the date of rescission, either

- (a) retain the land and sue for damages for breach of Contract; or
- (b) resell the land and recover any deficiency in the price on the re-sale and any resulting expenses by way of liquidated damages. In addition to the security the Vendor may retain any part of the price paid pending the determination of damages and may apply that money in whole or part satisfaction of those damages.

14. PURCHASER A COMPANY

In the event the Purchaser is a corporate entity then the person signing on behalf of the corporate purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause at least two Directors of the Purchaser Company to execute the Deed of Guarantee annexed hereto.

15. CHRISTMAS PERIOD

The due date for Settlement stipulated in the Particulars of Sale must not be between 24th December 2024 and 06th January 2025 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 06th January 2025.

17. SOLAR PANELS

The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, the parties agree as follows:

(a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchasers;

(b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

(c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said.

18. AUCTION

The property is offered for sale by public auction, subject to the vendor reserve price. The Rules for conduct of the auction shall be set out in the schedules to the sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

19. AMENDMENT TO CONTRACT POST EXCHANGE

The purchaser acknowledges that any amendments to the Contract conditions made after the Contract is executed must be in writing by way of Deed of Variation.

The vendor's representative shall prepare a deed of Variation for a fee of \$385.00. The fee shall be payable by the party requesting the amendment. Should a purchaser be required to pay the cost of deed, the fee is to be allowed in the Statement of Adjustments are paid to the vendor's representative at settlement.

Any agreement to vary conditions of the contract of Sale shall not be binding if it is not made in accordance with this Special Condition.

20. SUBJECT TO FINANCE

General condition 20 is amended so far as it is inconstant with this special condition. For the purchaser to terminate this contract of sale, they will need to provide us the decline letter from the bank confirming that their finance was not approved.

21. ASSIGNMENT, RE-SALE AND NOMINATION BY PURCHASER

21.1 No re-sale or assignment before settlement: The Purchaser must not before settlement under this contract:

21.1.1 sell, transfer, grant an option, assign or otherwise in any way deal with its interest in the Property;

21.1.2 assign or otherwise deal with this contract or any right under this contract.

21.2 Nomination: Despite Special Condition 21.1 the Purchaser may nominate a Substitute Purchaser/Additional Purchaser if:

21.2.1 the Purchaser obtains the prior written consent of the Vendor which must be sought at least 10 Business Days before the settlement date;

21.2.2 the Purchaser gives the Vendor notice of nomination and provide fully executed nomination form;

21.2.3 the Purchaser is not in default under this contract at the time of the nomination;

21.2.4 a cheque payable by the nominee to the Vendor's Legal Practitioner or conveyancer for \$200 plus GST in respect of legal costs payable by the nominee under nomination.

21.3 If nominee is or includes a corporation other than a corporation listed on the Australian Stock Exchange limited, a recognised life assurance company or a statutory authority of the Commonwealth of Australia or any State or territory of the Commonwealth of Australia) then the Purchaser must contemporaneously with the execution of this Contract procure completion and execution of the guarantee annexed to this Contract by each of the directions and any ultimate holding company (as defined in the Corporations Law) of that corporation.

21.4 Purchaser remains liable

If the Purchaser nominates a Substitute Purchaser under this Special Condition, the Purchaser remains personally liable for the due performance of all of the purchaser's obligations under this contract.

21.5 Indemnity

The Purchaser indemnifies the Vendor against all loss (including consequential loss) suffered by the Vendor as a result of the Vendor relying upon any warranty in a Nomination Form.

22. CONDITION OF THE PROPERTY

22.1 The property and any chattels are sold:

(a) in their present condition and state of repair;

(b) subject to all defects latent and patent;

(c) subject to any infestations and dilapidation;

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

22.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information

in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

22.3. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

22.4. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

22.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. 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. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

23. DWELLING

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold based on 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.

24. DATE VARIATIONS

24.1 The Purchaser acknowledges and agrees that once the Contract has been fully signed by the parties, the Vendor's legal representative will have entered all key dates into their practice management system, taken note of essential terms negotiated by the parties and allocated appropriate resources to ensure that this Contract settles on time.

24.2 If the Purchaser requests for any variation of the key dates after signing, the Purchaser agrees to pay the Vendor's legal representative on settlement by way of adjustment a cost of \$250.00 for each and every date variation, including for any extensions of key dates and rescheduling of settlement date, with or without defaulting under the Contract.

25. DELAY

25.1 In case the Vendors shall be restrained or prevented in any manner whatsoever from conveying title by the original date for completion, the Vendors may extend the date for completion for a period(s), the total of which shall not exceed thirty (30) days from the original date for completion, by notice in writing to the Purchaser, which notice shall specify such extended date(s) for completion.

25.2 If there is such an extension and if the Vendors shall still be restrained or prevented from conveying title in terms of this Contract, the Vendors may terminate this contract by notice in writing to the Purchaser and all deposit and other monies received by the Vendors or stakeholder, on account of the purchase price, shall be refunded to the Purchaser.

25.3 Notwithstanding anything to the contrary in this Contract or at law, in the event the Vendors are for any reason unable to perform their obligations pursuant to the terms of this Contract, the Purchaser agrees that it shall not be entitled to make any claim or bring any action for damages, compensation, account or seek to enforce any other remedies at law or in equity against the Vendors and that the Purchaser's only remedy in

such event will be to determine the Contract. If this Contract is validly terminated by the Purchaser as a result of the default of the vendors, all monies paid under this Contract shall be refunded to the Purchaser without interest, costs or damages and the same shall be accepted by the Purchaser in full and final satisfaction of all claims.

26. DELIVERY OF STATEMENT OF ADJUSTMENTS

The Purchaser's legal representative must deliver a statement of adjustments together with copies of any supporting certificates or statements in preparation of the statement of adjustments to the Vendor's legal representative no later than 5 Business Days before the Settlement Date. Failing to do so will incur a fee payable at settlement by the Purchaser in the sum of \$220.00 to the Vendor's legal representative.

27. WINDFALL GAINS TAX (IF APPLICABLE)

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

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

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

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

28. NO LAND TAX ADJUSTMENT

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 15 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

29. MARKETING MATERIAL

The purchaser agrees that they have not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and have relied solely on their own searches, enquiries and due diligence.

INFORMATION ONLY

DEED OF GUARANTEE

We, the persons named in the Schedule as "the Guarantors" (which expression shall also include the personal representations executors and trustees and administrators and other heirs and successors of such persons)

HEREBY AGREE AND DECLARE AS FOLLOWS THAT :

1. **IN CONSIDERATION** of the Vendor having entered into the Contract of Sale herewith with the Purchaser named in the Schedule as Purchaser of the Land described in the Schedule **DO HEREBY JOINTLY AND SEVERALLY GUARANTEE** to the Vendor the due and punctual payment by the Purchaser to the Vendor of the purchase money, any interest thereon and other moneys payable by the Purchaser to the Vendor under or pursuant to the Contract (such purchase money, interest and other moneys being hereinafter called "the Money Hereby Secured") **AND ALSO** the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations terms and conditions contained or implied in the Contract and on the part of the Purchaser to be performed and observed including all indemnities and **DO HEREBY ACKNOWLEDGE** that this Guarantee is given upon and with the benefit of the following conditions:
 - (1) The Vendor shall have the fullest possible liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers, rights, authorities and discretions conferred by or arising by the virtue of the Contract and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the Money Hereby Secured under the Contract or any other covenants contained or implied therein or any other remedies or securities available to the Vendor. The Guarantors shall not be released by any exercise by the Vendor of the powers, rights, authorities and discretions aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which under the law relating sureties would, but for this provision, have the effect of so releasing the Guarantors.
 - (2) This Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any part of the Moneys Hereby Secured or by any settlement of account intervening payment or by any matter or thing whatsoever and shall remain in full force and effect throughout and until the whole of the purchase moneys have been received by the Vendor.
 - (3) This Guarantee shall not be affected or prejudiced by any variation extension or modification of the Contract.
 - (4) This Guarantee shall not effect or be affected by any or any further security now or hereafter held or taken by the Vendor or by any loss by the Vendor of any such security or by the Vendor failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys at any time owing by the Purchaser to the Vendor or by any caches or mistakes on the part of the Vendor.
 - {5} Until the Vendor shall have received all Moneys Hereby Secured the Guarantors shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any payment out of any liquidation of the Purchaser and in the event the Purchaser enters into liquidation or into a scheme of arrangement the Guarantors shall not be entitled to prove or claim in such liquidation or scheme in competition with the Vendor as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such liquidation or scheme and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantors the full amount of the Moneys Hereby Secured.
 - (6) This Guarantee shall enure for the benefit of the Vendor and its successors assigns and transferees
 - (7) If any payment made to the Vendor by or on behalf of the Purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise affected this Guarantee or the Vendor's right to recover such payment from the Guarantors to the intent that the Vendor shall with respect to it's rights to recover pursuant to this Guarantee the Moneys Hereby Secured be restored to the same position in which it would have been had such payment not been made.

- (8) The Vendor shall have the fullest liberty without affecting this Guarantee to exercise its powers, rights, authorities and discretions to pursue recovery of the Moneys Hereby Secured or any part thereof against one or more of the Guarantors and to compromise the liability of any Guarantor and to release any Guarantor without thereby releasing the other Guarantors, and the Vendor may pursue recovery of the Moneys Hereby Secured against each of any of the Guarantors successively whether recovering any Moneys Hereby Secured or not until such time as the whole of the moneys has been paid to and received by the Vendor.
 - (9) No demand is necessary on the Purchaser or enforcement. The Guarantors are liable for all payments on demand if the Purchaser has not paid.
2. **FOR** the consideration aforesaid and as a separate and severable covenant the Guarantors **HEREBY JOINTLY AND SEVERALLY AGREE** to indemnify the Vendor not only by reason of non-payment by the Purchaser of the Moneys Hereby Secured but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the Contract or by reason of any disclaimer of the Contract by any liquidator of the Purchaser upon winding-up of the Purchaser and also due to any failure of the Purchaser to fully indemnify the Vendor pursuant to any terms and conditions in this Contract.
 3. **ANY** demand or notice hereunder to be made upon or given to the Guarantors by or on behalf of the Vendor shall be deemed to be duly made or given if the same be in writing and signed by the Vendor or its Solicitors and the same be left at or sent through the post in a prepaid letter addressed to the Guarantor or Guarantors concerned at his or their address or addresses herein specified or other his or their address of addresses last known to the Vendor. Any demand so sent by post shall be deemed to have been duly served at the expiration of twenty four (24) hours from the time of its posting.
 4. **THE** expression "the Purchaser" referred to herein shall mean and include each and every one of the Purchasers described in the Schedule notwithstanding that they may have entered into the Contract to purchase the said land as tenants in common in the respective shares described therein.

SCHEDULE

1. THE GUARANTORS:

Name : Address :

Name : Address :

Name : Address :

2. THE VENDOR:

3. THE PURCHASER:

4. THE CONTRACT OF SALE: Dated :
between the Vendor and the Purchaser in respect of the land.

4. THE LAND: Address :
Volume : Folio
Lot on Plan of subdivision

DATED this day of 20

SIGNED SEALED AND DELIVERED by the said)
NAME :)

in the presence of: Witness (Signature) :
Name:
Address:
Occupation:

SIGNED SEALED AND DELIVERED by the said)
NAME :)

in the presence of: Witness (Signature) :
Name:
Address:
Occupation:

SIGNED SEALED AND DELIVERED by the said)
NAME :)

in the presence of: Witness (Signature) :
Name:
Address:
Occupation:

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: HARPREET SINGH and HARPREET KAUR

Property: 2 YELLOWGUM STREET BURNSIDE HEIGHTS 3023

VENDORS REPRESENTATIVE

Gill Conveyancing

PO Box 472
Craigieburn VIC 3064

Tel: 0470 549 943
Email: info@gillconveyancing.com.au

Ref: 2025/270

SECTION 32 STATEMENT

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Their total does not exceed \$5,000.00 P.A.

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:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

- (a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

- (b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

- (c) ROAD ACCESS

There is access to the Property by Road.

SECTION 32 STATEMENT

(d) PLANNING

Planning Scheme: Melton City Council
Responsible Authority: Melton City Council
Zoning: See attached certificate
Planning Overlay/s: See attached certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

SECTION 32 STATEMENT

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

HARPREET SINGH and HARPREET KAUR

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

INFORMATION ONLY

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

Page 1 of 1

VOLUME 11060 FOLIO 480

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LAND DESCRIPTION

Lot 820 on Plan of Subdivision 527747E.
PARENT TITLE Volume 11038 Folio 912
Created by instrument PS527747E 02/04/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
HARPREET SINGH
HARPREET KAUR both of 2 YELLOWGUM STREET BURNSIDE HEIGHTS VIC 3023
AX849223X 26/03/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY345442L 27/08/2024
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS527747E 02/04/2008

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
AB681741X 08/11/2002

DIAGRAM LOCATION

SEE PS527747E 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: 2 YELLOWGUM STREET BURNSIDE HEIGHTS VIC 3023

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 27/08/2024

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS527747E
Number of Pages (excluding this cover sheet)	6
Document Assembled	29/04/2025 14:19

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PLAN OF SUBDIVISION	STAGE No. _____	LR USE ONLY EDITION 1	PLAN NUMBER PS 527747E
----------------------------	--------------------	---------------------------------	----------------------------------

LOCATION OF LAND

PARISH: MARIBYRNONG
 TOWNSHIP: -----
 SECTION: C
 CROWN ALLOTMENT: 3 (PART)
 CROWN PORTION: -----

TITLE REFERENCE: VOL. 1038 FOL. 912

LAST PLAN REFERENCE: PS 537162D LOT V

POSTAL ADDRESS: INGLEWOOD DRIVE
 BURNSIDE HEIGHTS 3023

AMG CO-ORDINATES: E 302 100 ZONE 55
(AT APPROX CENTRE OF LAND IN PLAN)
 N 5 821 500

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: MELTON SHIRE COUNCIL REF: 5113 2737

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.
~~2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.~~
~~DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / /~~
~~3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.~~

OPEN SPACE:
 (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 ~~HAS/HAS NOT BEEN MADE.~~
~~(ii) THE REQUIREMENT HAS BEEN SATISFIED.~~
~~(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE~~

COUNCIL DELEGATE
~~COUNCIL SEAL~~
 DATE 11 / 10 / 2007

~~RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.~~
~~COUNCIL DELEGATE~~
~~COUNCIL SEAL~~
~~DATE / /~~

VESTING OF ROADS AND OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROADS, R-1	MELTON SHIRE COUNCIL
RESERVE No.1	MELTON SHIRE COUNCIL
RESERVE No.2	MELTON SHIRE COUNCIL
RESERVE No.3	POWERCOR AUSTRALIA LIMITED

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

STAGING: THIS IS NOT A STAGED SUBDIVISION.
 PLANNING PERMIT No.

LOTS 1 - 603, 606 - 700 & 702 - 790 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

SURVEY: THIS PLAN IS BASED ON SURVEY IN BP 1737E
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) N/A
 IN PROCLAIMED SURVEY AREA No. N/A

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, E-2	SEWERAGE	SEE DIAG.	PS 516076P	CITY WEST WATER LIMITED MELTON SHIRE COUNCIL
E-2	DRAINAGE	SEE DIAG.	PS 516076P	
E-3, E-4	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LIMITED MELTON SHIRE COUNCIL
E-4	DRAINAGE	SEE DIAG.	THIS PLAN	
E-5	PARTYWALL	SEE DIAG.	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN

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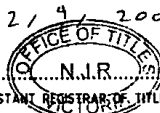
STATEMENT OF COMPLIANCE
 EXEMPTION STATEMENT

RECEIVED

DATE 1 / 4 / 2008

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PLAN REGISTERED
 TIME 2:28 PM
 DATE 2 / 4 / 2008


 N.J.R.
 ASSISTANT REGISTRAR OF TITLES

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 Facsimile (03) 9686 5477
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LICENSED SURVEYOR · ZOIS ARAVANIS

SIGNATURE..... DATE 18/5/2007

REF: J6040/11 VERSION: G PG 3.5.07

TENTERFIELD - STAGE 11 DEVELOPMENT AREA = 5.42ha No. LOTS = 63

DATE 11 / 10 / 2007

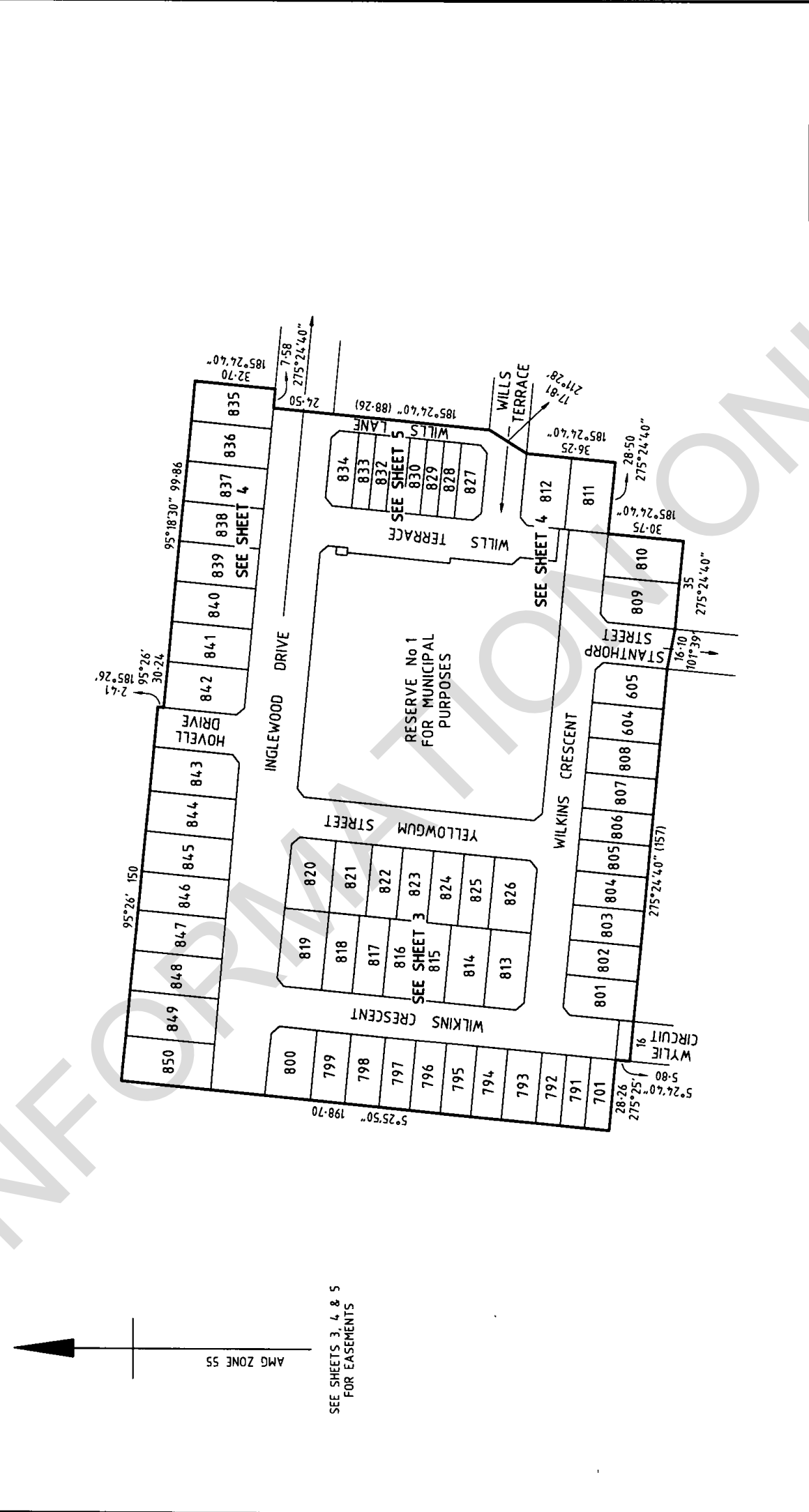
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ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No. _____

PLAN NUMBER
PS 527747E



LICENSED SURVEYOR **ZOIS ARAVANIS**

SIGNATURE..... DATE **18/9/07**

REF: **J6040/11** VERSION: **G**

SHEET 2 OF 6 SHEETS

DATE **11 / 10 / 2007**

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SCALE 1:1500

LENGTHS ARE IN METRES

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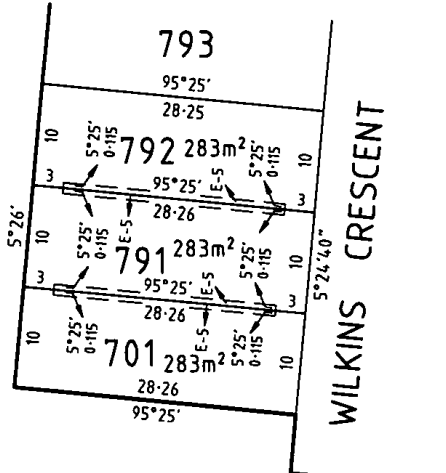
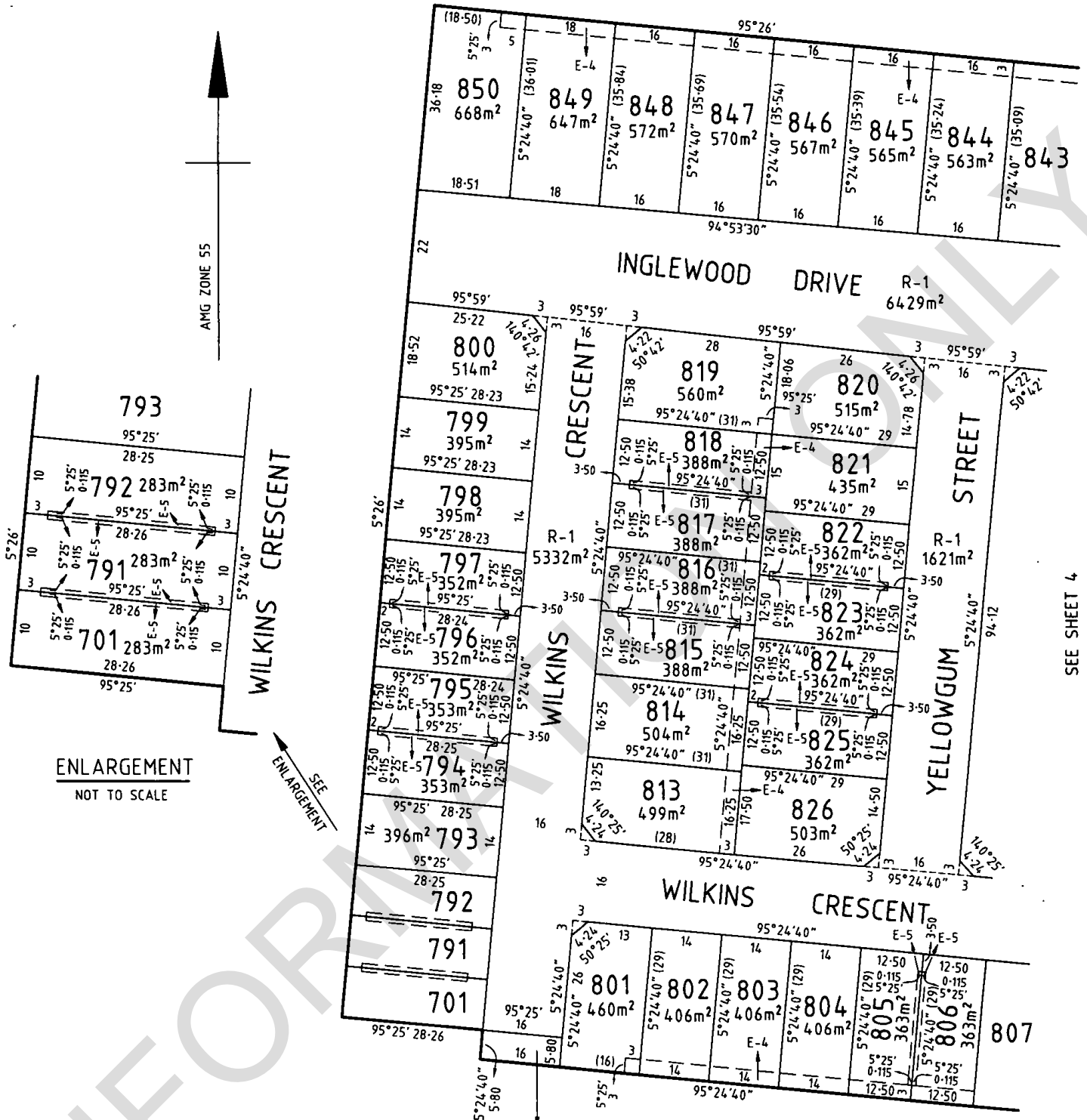
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STAGE No.

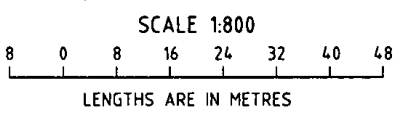
PLAN NUMBER

PS 527747E



RESERVE No.2 FOR MUNICIPAL PURPOSES
93m²

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LICENSED SURVEYOR : ZOIS ARAVANIS

SIGNATURE..... DATE 12/5/07.....

REF. J6040/11

VERSION. G

PG 14.5.07

SHEET 3 OF 6 SHEETS

DATE 11 / 10 / 2007

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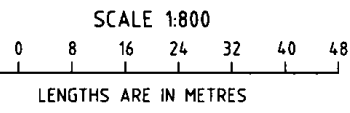
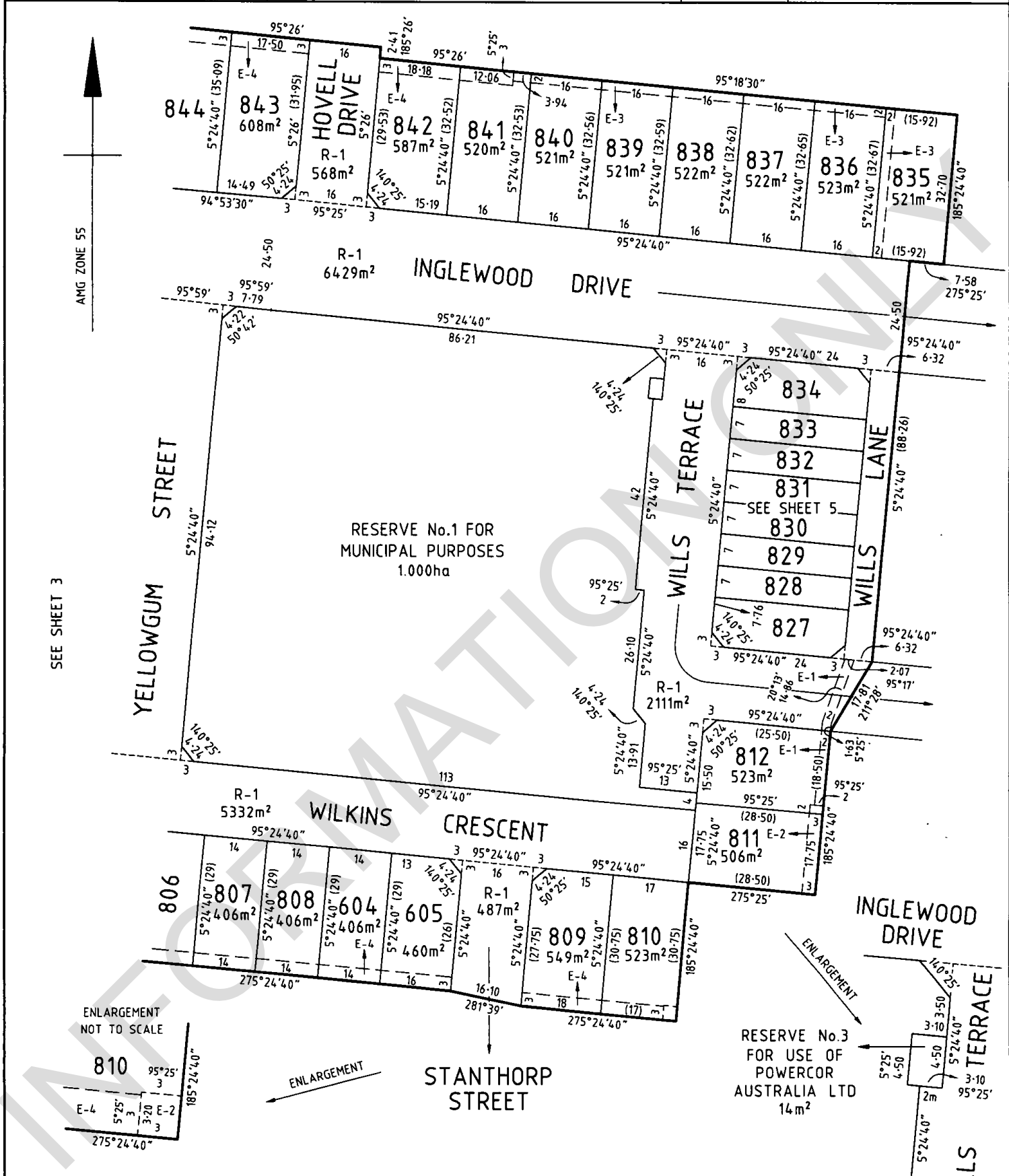
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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

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REF: J6040/11

VERSION G

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SHEET 4 OF 6 SHEETS

DATE 11 / 10 / 2007

COUNCIL DELEGATE SIGNATURE

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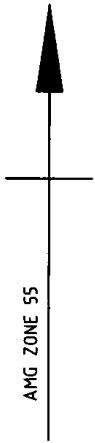
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STAGE No.

PLAN NUMBER

PS 527747E

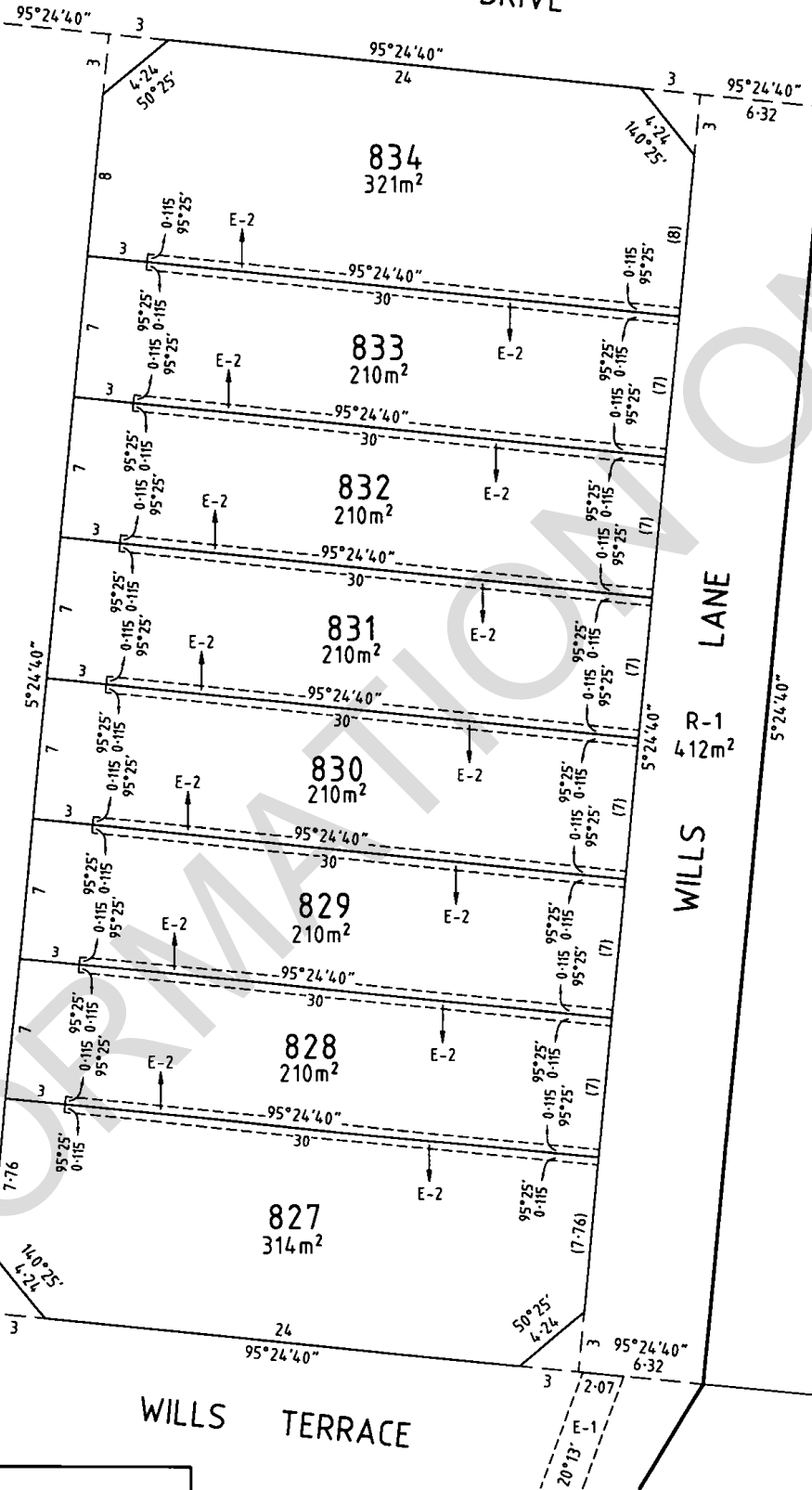
SEE SHEET 4



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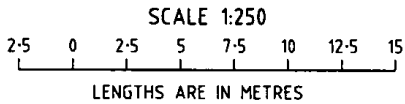
WILLS TERRACE

WILLS LANE



WILLS TERRACE

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SHEET 5 OF 6 SHEETS

DATE 11 / 10 / 2007

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 527747E

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

DESCRIPTION OF RESTRICTION

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS:
604	605, 808
605	604
701	791
791	701, 792
792	791, 793
793	792, 794
794	793, 795
795	794, 796
796	795, 797
797	796, 798
798	797, 799
799	798, 800
800	799
801	802
802	801, 803
803	802, 804
804	803, 805
805	804, 806
806	805, 807
807	806, 808
808	604, 807
809	810
810	809
811	812
812	811
813	814, 826
814	813, 815, 824, 825, 826
815	814, 816, 823, 824
816	815, 817, 822, 823
817	816, 818, 821, 822
818	817, 819, 820, 821
819	818, 820, 821

BURDENED LOT No.	BENEFITING LOTS
820	818, 819, 821
821	817, 818, 819, 820, 822
822	816, 817, 821, 823
823	815, 816, 822, 824
824	814, 815, 823, 825
825	814, 824, 826
826	813, 814, 825
827	828
828	827, 829
829	828, 830
830	829, 831
831	830, 832
832	831, 833
833	832, 834
834	833
835	836
836	835, 837
837	836, 838
838	837, 839
839	838, 840
840	839, 841
841	840, 842
842	841
843	844
844	843, 845
845	844, 846
846	845, 847
847	846, 848
848	847, 849
849	848, 850
850	849

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

- SHALL NOT DEVELOP THE LAND OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPE CONTAINED WITHIN THE APPROVED TENTERFIELD STAGE DEVELOPMENT PLAN, SECTION D STAGE 11.
THE APPROVED BUILDING ENVELOPE IS ATTACHED TO THE MEMORANDUM OF COMMON PROVISIONS DEALING NUMBER **A1154**
- SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.
- THE BUILDING ENVELOPE SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE FOUR YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.
- SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY THE VICTORIAN URBAN DEVELOPMENT AUTHORITY PRIOR TO THE ISSUE OF THE BUILDING PERMIT.
- THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

SHEET 6 OF 6 SHEETS

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SIGNATURE..... DATE...10/5/07.....

REF. J6040/11

VERSION. G

DATE 11 / 10 / 2007

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COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

Lodged by:

Name: **MIDDLETONS**

Customer Code: 1255H RRE 10002408
Tenterfield Stage 11

Privacy Collection Statement		
AA1154		
20/11/2007	\$48.50	MCP
		

This memorandum (containing 32 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

A PRELIMINARY

Development plans (buildings and works) and plans of any proposed demolition of all or part of a building, for each lot must be endorsed by VicUrban as complying with this Memorandum of Common Provisions (MCP) and being consistent with the Stage Development Plan 11, prior to a building permit being obtained.

Where VicUrban knows that an additional planning permit or other approval is required for the proposal, VicUrban will only consider endorsing the plans after these permits or approvals have been obtained from the relevant authority.

Endorsement by VicUrban does not warrant, imply or in any way suggest that the endorsed development plans comply with the Melton Planning Scheme (the Scheme) or the Building Regulations 2006 (the Regulations) in force at the time of the endorsement. VicUrban advises the owner to submit the endorsed plans to a building surveyor and / or the Shire of Melton for the issue of the necessary permit(s).

B PROVISIONS

Plan of Subdivision PS 527747E includes a notice of restriction enabling approved building envelopes in accordance with regulation 402 in Part 4 of the Regulations.

Any building on lots 604, 605, 701 and 791 to 850 within Plan of Subdivision PS 527747E must be contained within the building envelopes shown on the attached plans and written notes contained therein. The building envelopes are part of the Permit issued by the Shire of Melton, being created as a condition of that Permit.

THIS MEMORANDUM OF COMMON PROVISIONS IS RETAINED BY THE REGISTRAR OF TITLES PURSUANT TO SECTION 91(A) OF THE TRANSFER OF LAND ACT 1958


ASSISTANT REGISTRAR OF TITLES

DATE: 20 November, 2007

Approval No. 15780410A

MCP

1. The provisions are to be numbered consecutively from number 1.
2. The back of this form is not to be used.
3. Further pages may be added but each page should be consecutively numbered.
4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases.



Reliable Legal Precedents Pty Ltd

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

docs 1885147v1 RRE

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20/11/2007 \$48.50

MCP



1 TEXT OF RESTRICTIONS

The matters which are restricted by the building envelopes provide for siting and design parameters different from those contained in Part 4 of the Regulations and clause 54 in the Scheme and are as follows.

1.1 Minimum street setbacks (regulation 409 and clause 54.03-1)

A building must be set back from a street alignment in accordance with regulation 409 (Minimum street setbacks) in Part 4 of the Regulations and clause 54.03-1 in the Scheme, except as provided below.

A building on a lot must be set back from a street alignment not less than the distance specified in respect of that boundary on the following relevant plan. On lots with more than one street boundary, the dwelling must be setback a minimum of 2 metres (as specified in the height and setback profile SP-D described below and shown on the plan by a profile identifier code) from any street boundary other than the street frontage.

A garage and/or carport may encroach into setbacks and be sited on or within 150mm of a boundary which does not address a street (other than a rear lane) or public open space, subject to VicUrban endorsement.

A garage and/or carport on 'prominent standard', 'standard', 'cottage', 'duplex' and townhome' lots must be setback at least 5.5 metres from the frontage of the lot. On prominent standard, standard, cottage, duplex and townhome corner lots that provide garage access to the side street, a double garage or double carport must be setback at least 2 metres from the street and a single garage or single carport must be setback at least 5.5 metres from the side street.

A garage and/or carport on a terrace lot must be accessed only from the rear of the lot from the rear laneway.

A dwelling that is constructed on a corner lot must be sited with its frontage being the boundary with the specified setback being in metres rather than a profile identifier code (SP-D)

The following may encroach into the setback distance required above by not more than 2 metres:

- (a) porches, verandas and pergolas that have a maximum height of less than 3.6 metres above natural ground level;
- (b) eaves, fascia and gutters;
- (c) sunblinds and shade sails;
- (d) screens referred to in regulation 41 9(5)(d) or 419(6); and
- (e) decks, steps or landings less than 800mm in height.

1.2 Building height (regulation 410 and clause 54.03-2)

The height of a building on a lot must be in accordance with Regulation 410 (Building height) in Part 4 of the Regulations and clause 54.03-2 in the Scheme, except as provided below.

The height of a building on a lot must not exceed 10 metres above natural ground level.

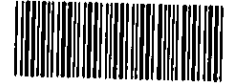
1.3 Site coverage (regulation 411 and clause 54.03-3)

The site area covered by buildings should be in accordance with regulation 411 (Site coverage) in Part 4 of the Regulations and clause 54.03-3 in the Scheme.

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1.4 Permeability (regulation 412 and clause 54.03-4)

The maximum area of impermeable surfaces on a lot must be in accordance with regulation 412 (Permeability) in Part 4 of the Regulations and clause 54.03-4 in the Scheme.

1.5 Energy efficiency (clause 54.03-5)

Energy efficiency in a dwelling must be in accordance with clause 54.03-5 (Energy efficiency) in the Scheme.

1.6 Significant trees (clause 54.03-6)

Significant trees on a lot must be treated in accordance with clause 54.03-6 (Significant trees) in the Scheme.

1.7 Car parking (regulation 413 and clause 54.03-7)

The provision for car parking on a lot must be in accordance with regulation 413 (Car parking) in Part 4 of the Regulations and clause 54.03-7 in the Scheme, except as provided below.

Plans for a dwelling on a lot must show all car parking areas and driveways including location, dimensions, driveway access and surface treatment proposed.

Carports visible from the street will only be allowed if they meet the following criteria:

- the carport must be designed with brick piers or the equivalent and contain a garage door facing the street;
- the roofline must be designed to be in keeping with the design of the associated dwelling (for example, a pitched roof dwelling would need a pitch roofed carport);
- the design and siting of the carport is integrated with the associated dwelling and in keeping with the architectural style of that dwelling;
all to the satisfaction of VicUrban.

On each prominent standard lot a fully enclosed double garage with its vehicle entrance addressing the street frontage must be provided, except with the approval of VicUrban.

1.8 Side and rear setbacks (regulation 414 and clause 54.04-1)

Side and rear setbacks on a lot must be in accordance with regulation 414 (Side and rear setbacks) in Part 4 in the Regulations and clause 54.04-1 in the Scheme, except as provided below.

Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles noted below and shown on the plan by the identifier code.

1.9 Walls on boundaries (regulation 415 and clause 54.04-2)

Walls on a boundary must be in accordance with regulation 415 (Walls on boundaries) in Part 4 of the Regulations and clause 54.04-2 in the Scheme, except as provided below.

A dwelling wall along a lot boundary with the profile identifier code SP-P must not exceed 20 metres or the length of any existing abutting dwelling wall, whichever is greater.

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20/11/2007 \$48.50 MCP

**1.10 Daylight to existing habitable room windows (regulation 416 and clause 54.04-3)**

The provision of daylight to existing habitable room windows must be in accordance with regulation 416 (Daylight to existing habitable room windows) in Part 4 of the Regulations and clause 54.04-3 in the Scheme.

1.11 Solar access to existing north-facing habitable room windows (regulation 417 and clause 54.04-4)

The provision of solar access to existing north-facing habitable room windows must be in accordance with regulation 417 (Solar access to existing north-facing habitable room windows) in Part 4 of the Regulations and clause 54.04-4 in the Scheme, except as provided below.

With respect to lots with a southern side or rear boundary abutting another residential lot in this development stage, the dwelling on the lot must be setback from the southern boundary not less than the distance specified in the height and setback profiles SP-B, SP-F or 1W-B noted adjacent to the particular lot boundary on the plan to ensure adequate solar access to any north facing habitable room windows (as defined in Regulation 417) in the dwelling on the abutting lot to the south.

1.12 Overshadowing of recreational private open space (regulation 418 and clause 54.04-5)

Any overshadowing of recreational private open space must be in accordance with regulation 418 (Overshadowing of recreational private open space) in Part 4 of the Regulations and clause 54.04-5 in the Scheme, except as varied as a consequence of other restrictions in this document.

1.13 Overlooking (regulation 419 and clause 54.04-6)

Any overlooking of a habitable room window or secluded private open space of an existing dwelling on an adjoining lot must be in accordance with Regulation 419 (Overlooking) in Part 4 of the Regulations and clause 54.04-6 in the Scheme, except as varied as a consequence of other restrictions in this document and as provided below.

This requirement applies to the habitable room window, balcony, terrace, deck or patio of the dwelling on the lot within the specified overlooking control area (as indicated in the height and setback profiles SP-A, SP-B, SP-E, SPF, SP-AX and 1W-A), that has direct views into an adjoining lot. Views are measured within a 45 degree angle from the plane of the window or perimeter of the balcony, terrace, deck or patio, and from a height of 1.7 metres above floor level.

Within the overlooking control area, a habitable room window, balcony, terrace, deck or patio with a direct view into an adjoining lot within a horizontal distance of 9 metres (measured at ground level) of the window, balcony, terrace, deck or patio should be:

- offset a minimum of 1.5 metres from the edge of one window to the edge of the other; or
- have sill heights of at least 1.7 metres above floor level; or
- have obscure glazing in any part of the window below 1.7 metres above floor level; or
- have permanently fixed external screens to at least 1.7 metres above floor level and be no more than 25 per cent transparent.

Obscure glazing in any part of the window below 1.7 metres above floor level may be operable provided that there are no direct views as specified in this standard.

AA1154

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Screens used to obscure a view should be:

- perforated panels or trellis with a maximum of 25 per cent openings or solid translucent panels;
- permanent, fixed and durable;
- designed and coloured to blend in with the development.

This requirement does not apply to a new habitable room window, balcony, terrace, deck or patio which faces a property boundary where there is a visual barrier at least 1.8 metres high and the floor level of the habitable room, balcony, terrace, deck or patio is less than 0.8 metres above ground level at the boundary.

1.14 Daylight to habitable room windows (regulation 420 and clause 54.05-1)

The provision of daylight to a habitable room window must be in accordance with Regulation 420 (Daylight to habitable room windows) in Part 4 of the Regulations and clause 54.05-1 in the Scheme.

1.15 Private open space (regulation 421 and clause 54.05-2)

A dwelling on a lot must provide private open space as specified in regulation 421 (Private Open Space) in Part 4 of the Regulations and clause 54.05-2 in the Scheme.

1.16 Solar access to open space (clause 54.05-3)

Solar access to open space must be in accordance with clause 54.05-3 (Solar access to open space) in the Scheme.

1.17 Design detail (clause 54.06-1)

Design detail must be in accordance with clause 54.06-1 (Design detail) in the Scheme.

1.18 Fencing (regulations 424 to 430 and clause 54.06-2)

All fences must be in accordance with regulations 424 to 430 in Part 4 of the Regulations and clause 54.06-2 (Front fences objective) in the Scheme, except as provided below.

Fences forward of the building line and on or facing a street will be required:

- to be 30 per cent transparent when facing a street, unless otherwise endorsed by VicUrban;
- to be selected from one of the options approved by VicUrban for Tenterfield.

Details of the options are available from the Tenterfield Sales and Information Centre, 2 Tenterfield Drive, Tenterfield (Telephone +613 9307 6088) but generally are as follows:

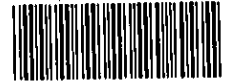
- timber or steel pickets, painted or stained;
- masonry columns / face brickwork piers with timber infill panels (horizontal or vertical);
- masonry columns / face brickwork piers with powder coated metal or cast iron infill panels (vertical only).

Other side and rear fences may be paling or coloured metal ('colorbond' or equivalent) and must be constructed in accordance with the relevant Regulations.

Any concerns you may have with the construction or repair of a common fence with a neighbour should be dealt with by reference to the Victorian Fencing Act.

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1.19 One dwelling on a lot

One dwelling only may be constructed on each lot.

2 NOTES ON THE MCP 11

- 2.1 Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 2.2 In the case of conflict between the plan and these written notations, the specifications in the written notations prevail.
- 2.3 Except with the approval of the relevant servicing authority, buildings must not cover registered easements unless provided for by the easement. Buildings must be designed so that they do not affect adversely the intended function of nearby easements.
- 2.4 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision. Building Regulation 406 and clause 56.04-2 in the Scheme, apply to each edge lot irrespective of Section 1 of MCP 11.

3 GENERAL DEFINITIONS

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the Building Act 1993:

- Building
- Lot

In Part 4 of the Regulations:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Secluded private open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the Scheme:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

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Additional definitions include the following.

Dwelling

Dwelling is a building that is used or is intended, adapted or designed for use, as a separate residence.

Side boundary

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

Street

For the purposes of determining street setbacks, street means any road other than a footway or carriageway easement.

Building envelope

An area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed, garage or carport is allowed subject to the particular provisions of this MCP, the planning permit and the Scheme.

Specified lots

Specified lots include lots designated for terraces, duplexes, cottages and townhomes as well as prominent standard lots and lots in the display village area. For all specified lots, site plans, floor plans and elevations (at 1:100) must be provided to VicUrban for endorsement prior to application for building permit.

On the boundary

A setback of up to 150 millimetres from the lot / property boundary is deemed to be on the boundary.

Cottage lot

A lot with a frontage in most cases between 14 and 16 metres wide and a depth of between 28 to 30 metres that accommodates a smaller freestanding dwelling detached from adjoining dwellings.

Duplex lot

One of a pair of lots where the dwellings share a common side boundary wall and where each dwelling is setback from its other side boundary.

Prominent Standard lot

A standard lot located on Tenterfield Drive and Inglewood Drive or any street abutting Inglewood Park where the lot has frontage to that street.

Standard lot

A lot that accommodates a freestanding dwelling detached from adjoining dwellings. A standard lot is located on the less significant roads.

Terrace lot

One of a row of three or more lots where the dwellings are attached, two storeys in height (except with the approval of VicUrban) and of a uniform style. The terrace dwellings are built generally to the side boundaries on the individual lots and are joined together with two-storey common walls or abutting boundary walls.

Townhome lot

A lot with a frontage and depth in most cases between 20 and 22 metres that accommodates a freestanding dwelling detached from adjoining dwellings.

4 Diagrams and plans

4.1 Explanation of symbols and terms in diagrams and plans

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NOTATIONS

SP-A	SP-P	Building envelope profile to be applied to the particular boundary (refer attached Building Envelope Requirements Schedule).
SP-B	SP-AX	
SP-C	RP-A	Note the frontage setback and easement width is designated on the plan.
SP-D	RP-B	
SP-E	RP-C	
SP-F		


4 Frontage setback

— — — — —
2 2 metres wide easement

— — — — —
3 3 metres wide easement

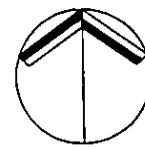
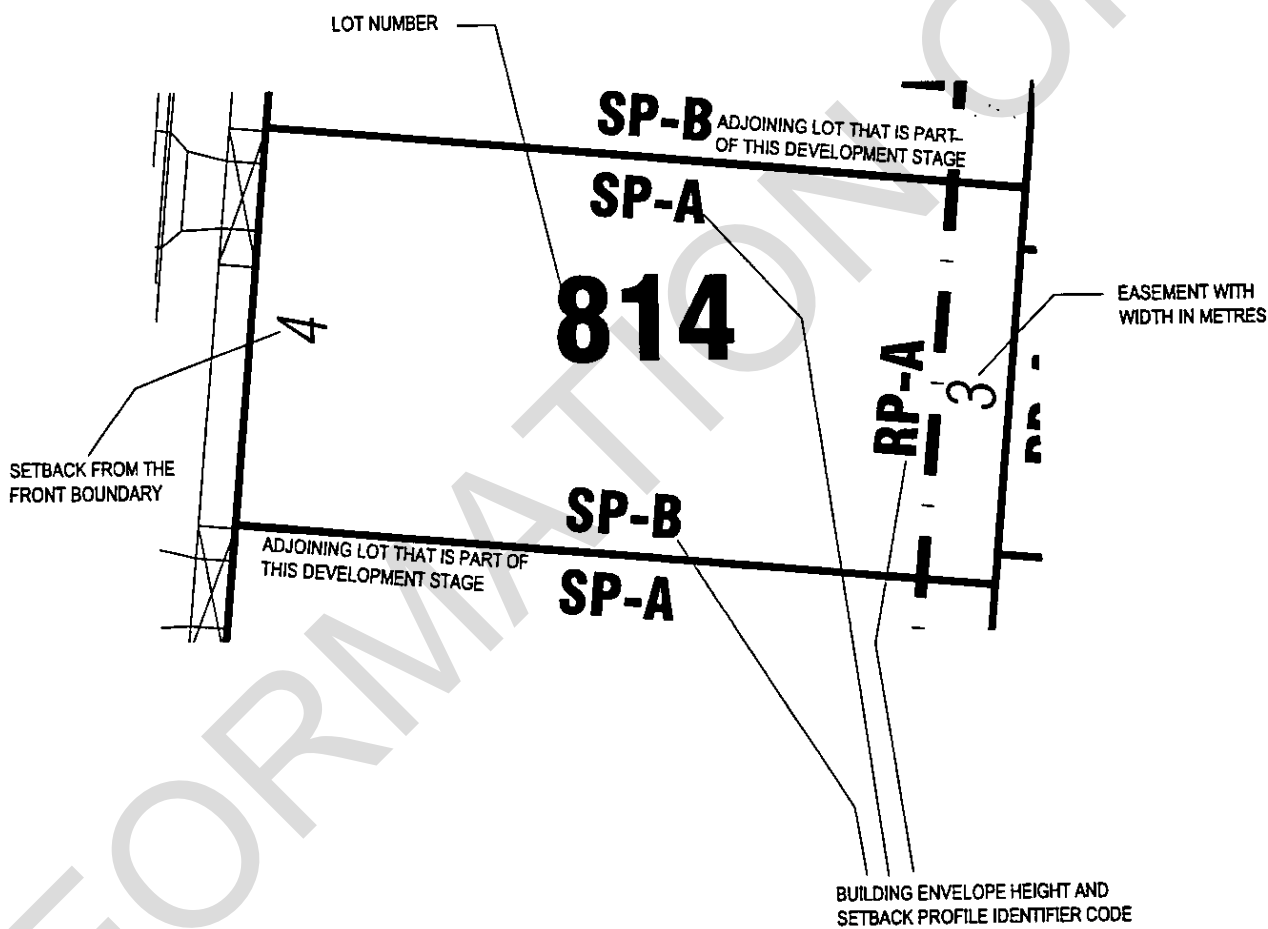
□ = = = □ Party wall easement

849 Lot number

 Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of VicUrban and Melton Shire Council).

4.2 *Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development*

THE BUILDING ENVELOPES ON ALL LOTS LOCATED ON THE BOUNDARY OF THIS DEVELOPMENT STAGE (EDGE LOTS) ARE ENDORSED BY MELTON SHIRE COUNCIL AS APPROVED BUILDING ENVELOPES.



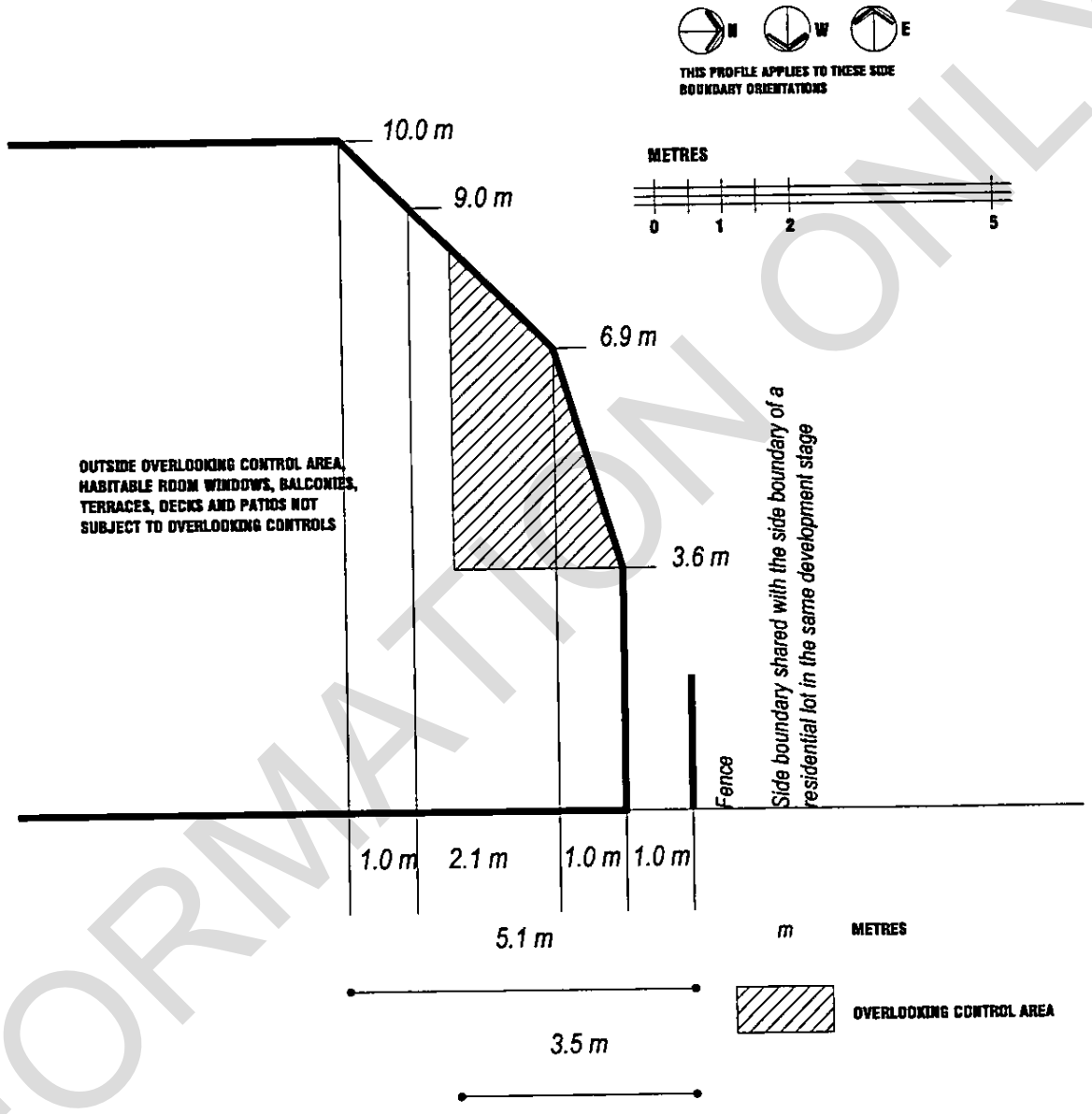
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4.3 Profiles referenced in the plan of subdivision



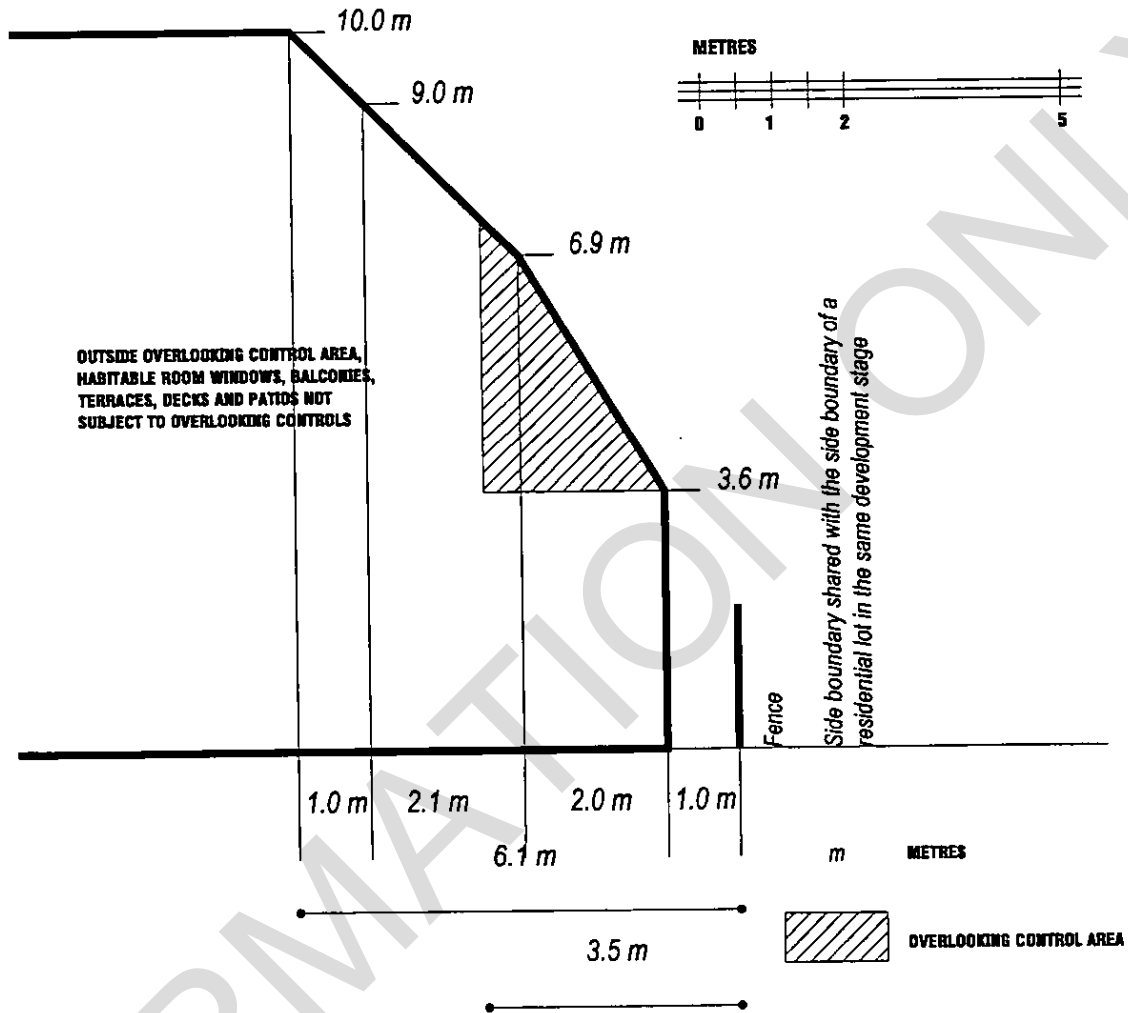
SP-A
PROFILE FOR SIDE BOUNDARY FACING NORTH, EAST OR WEST ADJOINING A SIDE BOUNDARY OF A RESIDENTIAL LOT

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THIS PROFILE APPLIES TO THIS SIDE BOUNDARY ORIENTATION

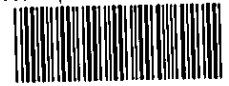


**SP-B
PROFILE FOR SIDE BOUNDARY FACING SOUTH ADJOINING A
SIDE BOUNDARY OF A RESIDENTIAL LOT**

AA1154

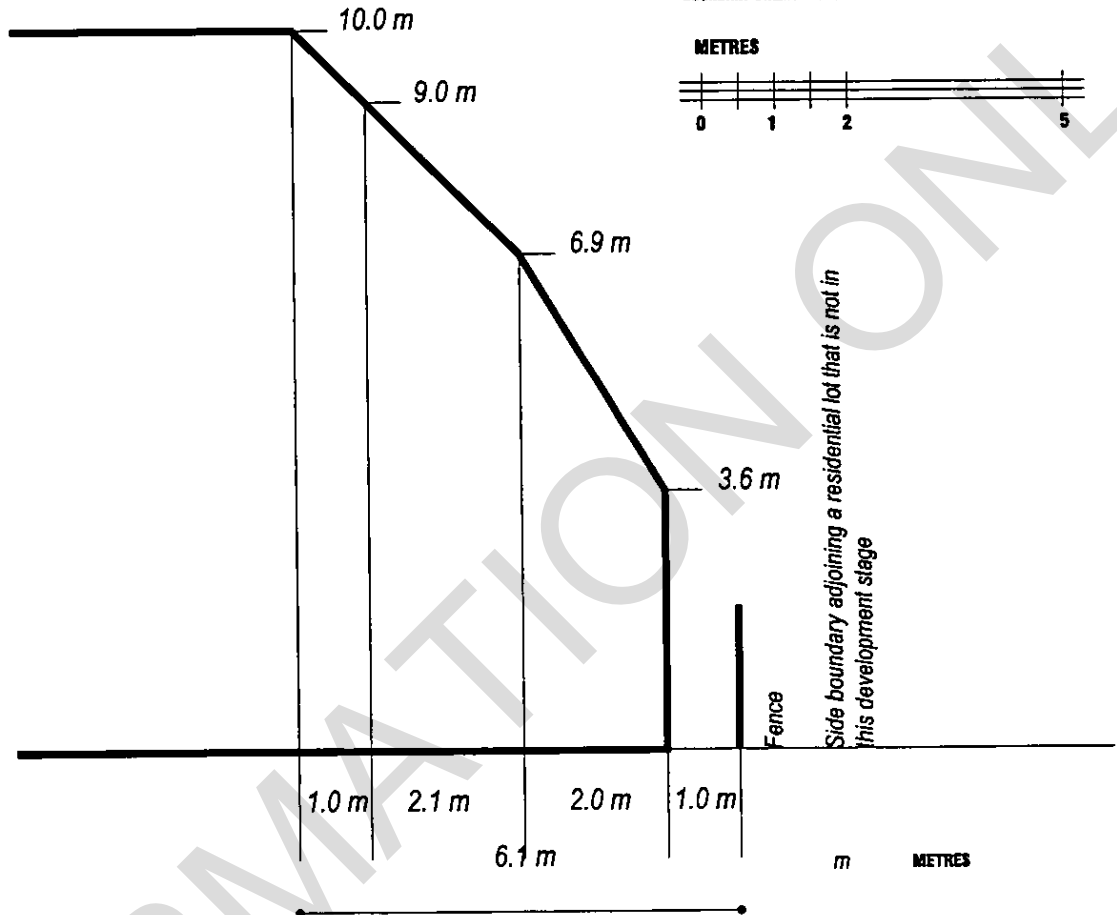
20/11/2007 \$48.50

MCP



THIS PROFILE APPLIES TO THESE SIDE BOUNDARY ORIENTATIONS

METRES



**SP-C
PROFILE FOR SIDE BOUNDARY ADJOINING A LOT THAT IS NOT IN
THE SAME AGREEMENT/RESTRICTION***

* THIS PROFILE ONLY DEALS WITH HEIGHT AND SETBACKS (BUILDING REGULATIONS 410, 414 AND 415)

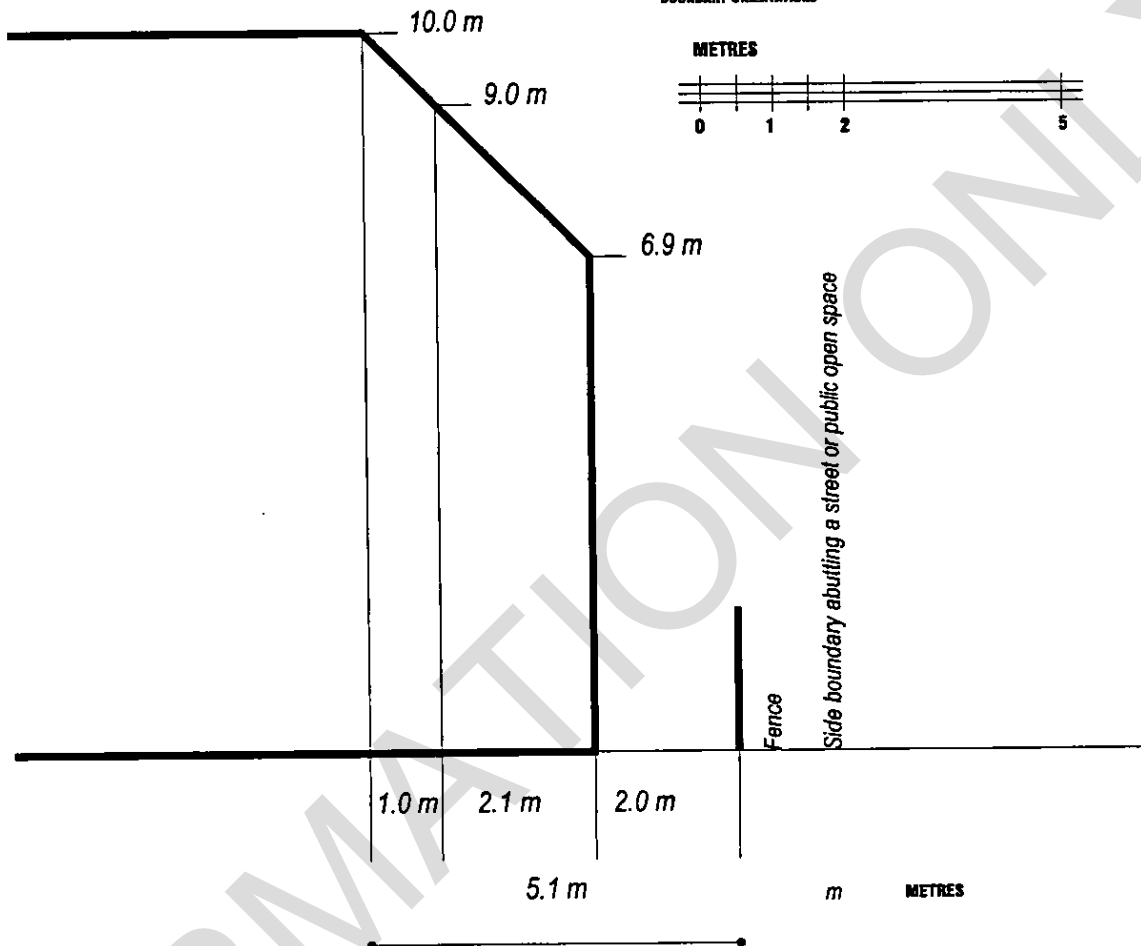
AA1154

20/11/2007 \$48.50 MCP



THIS PROFILE APPLIES TO THESE SIDE BOUNDARY ORIENTATIONS

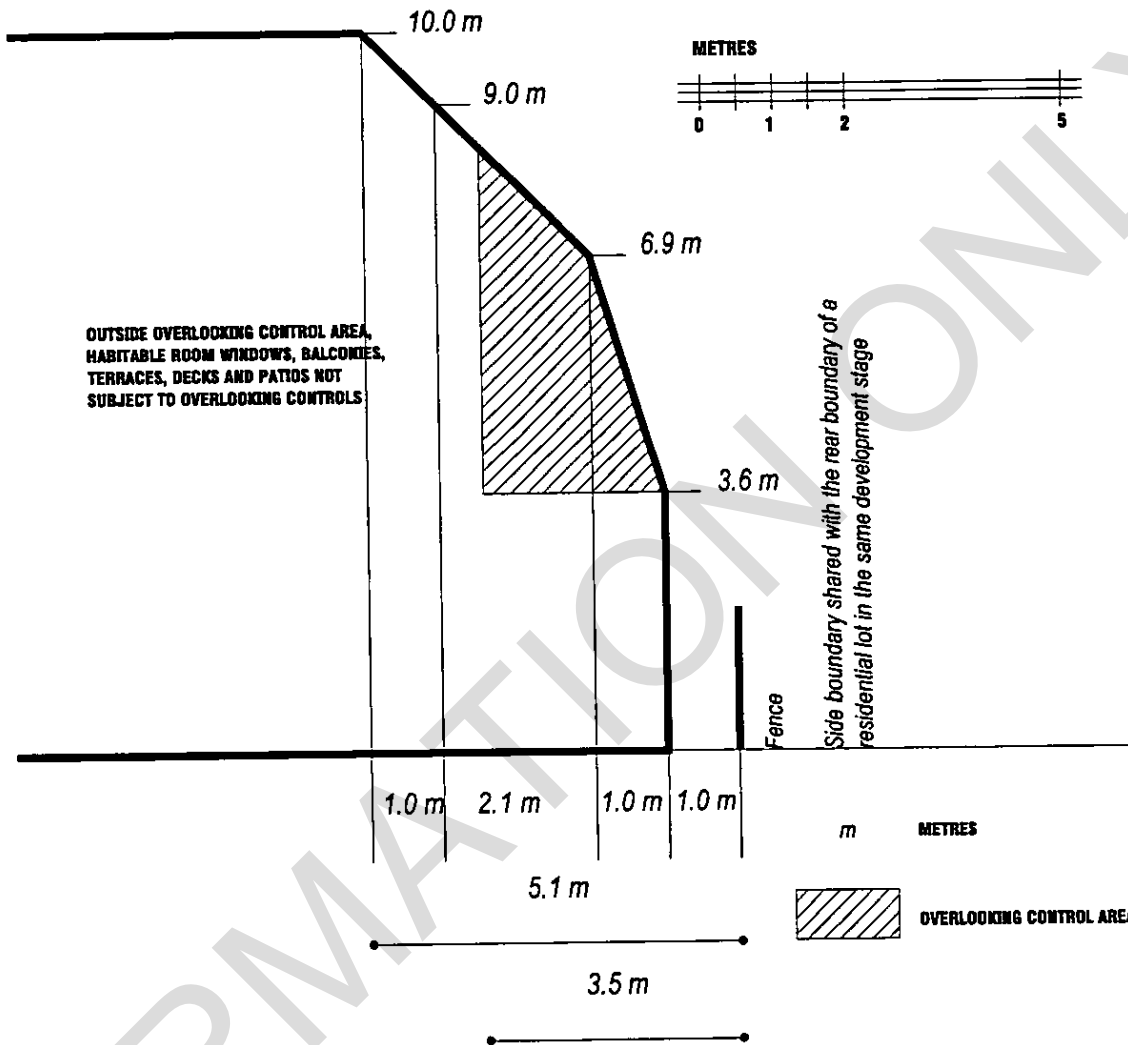
METRES



**SP-D
PROFILE FOR SIDE BOUNDARY ABUTTING A STREET OR PUBLIC
OPEN SPACE (RESERVE)**



THIS PROFILE APPLIES TO THESE SIDE BOUNDARY ORIENTATIONS



SP-E
PROFILE FOR SIDE BOUNDARY FACING NORTH, EAST OR WEST
ADJOINING THE REAR BOUNDARY OF A RESIDENTIAL LOT

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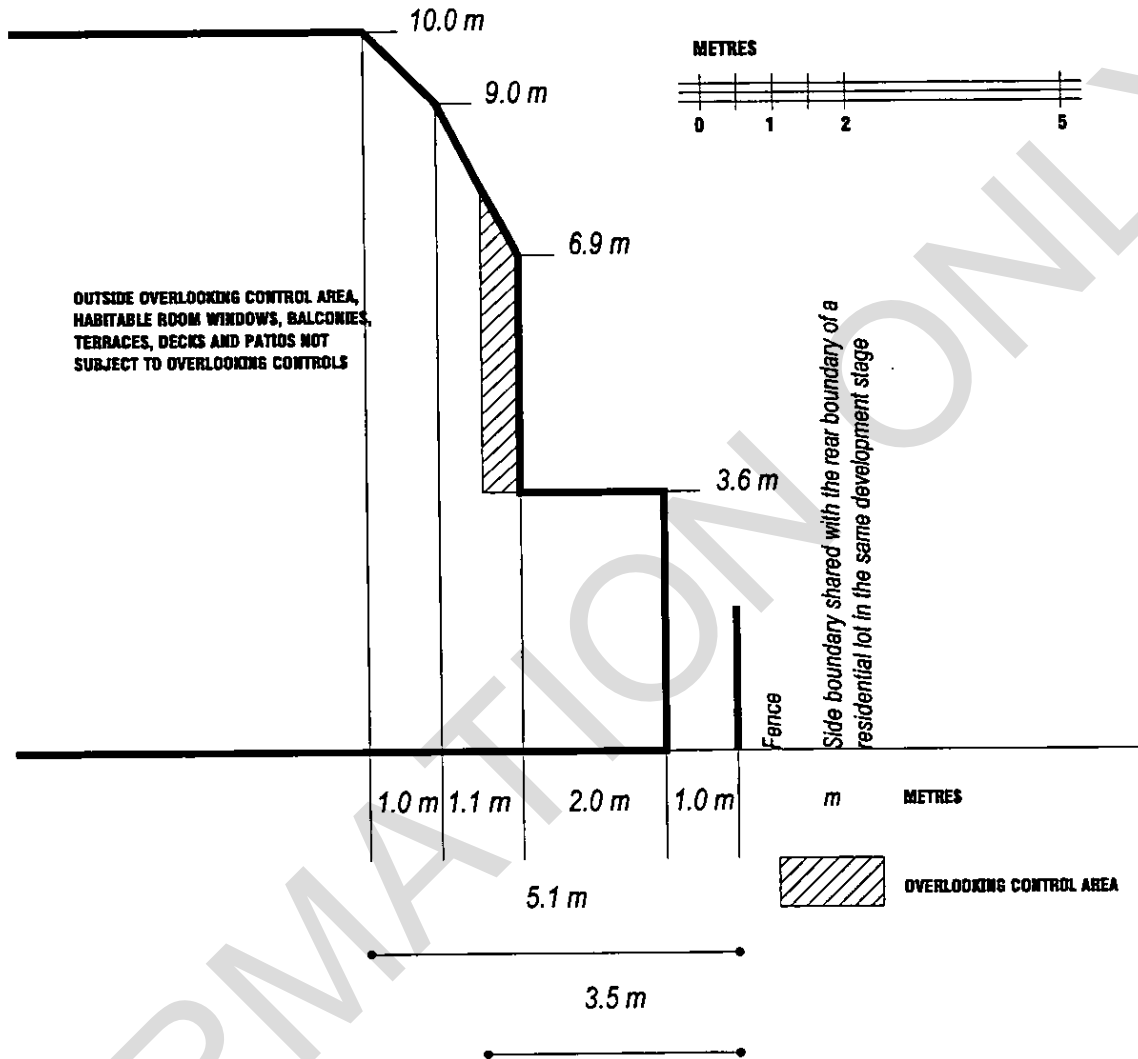


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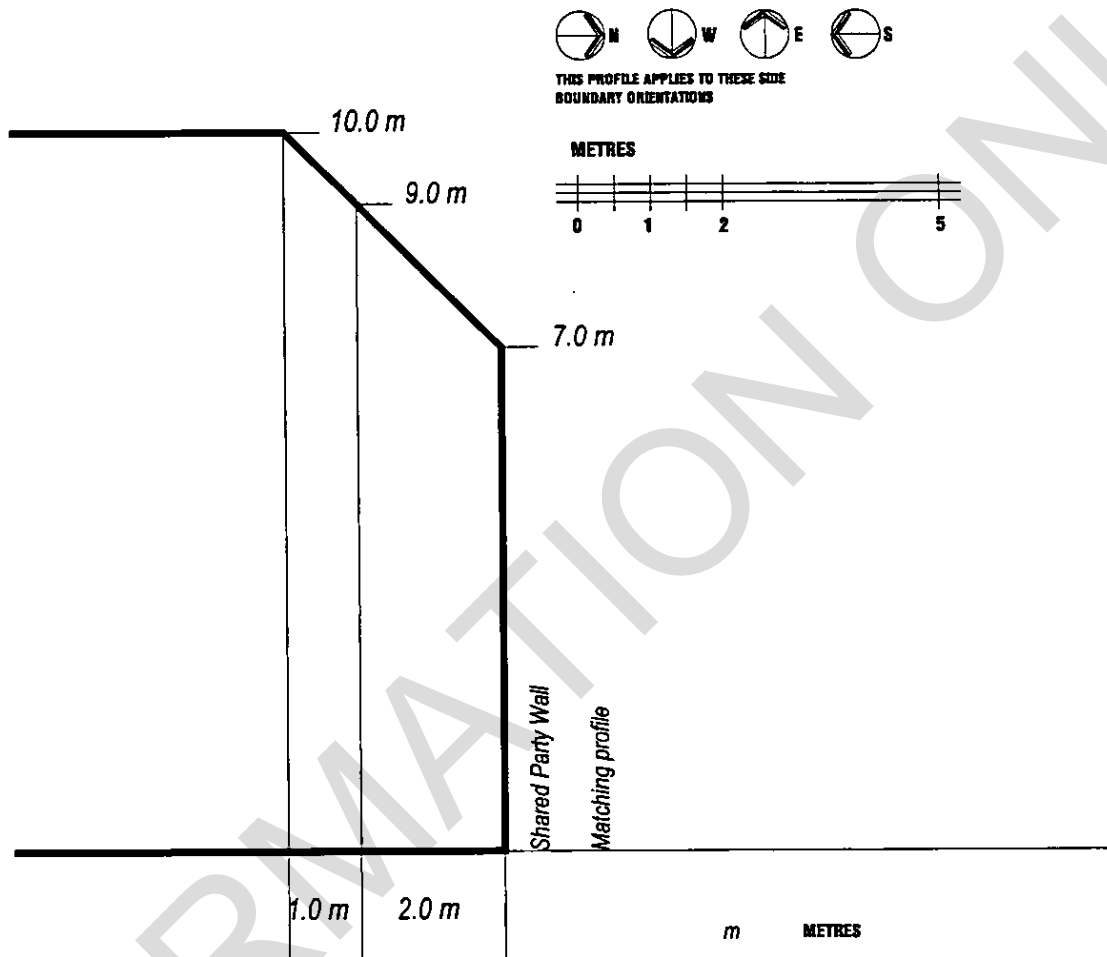
THIS PROFILE APPLIES TO THIS SIDE
BOUNDARY ORIENTATION



SP-F
PROFILE FOR SIDE BOUNDARY FACING SOUTH ADJOINING THE
REAR BOUNDARY OF A RESIDENTIAL LOT

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**SP-P
PROFILE FOR SHARED PARTY WALL**

AA1154

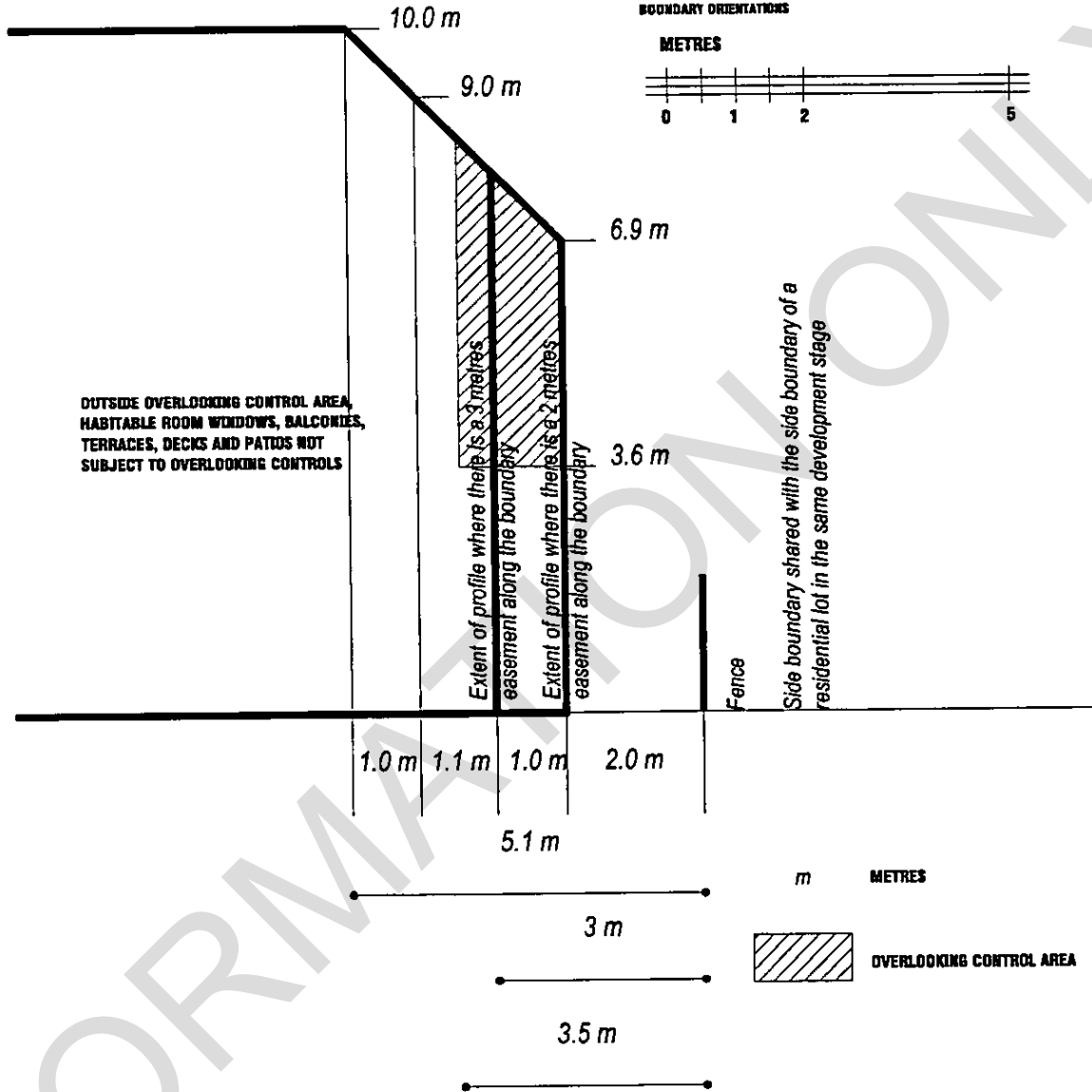
20/11/2007 \$48.50

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THIS PROFILE APPLIED TO THESE SIDE BOUNDARY ORIENTATIONS

METRES



SP-AX

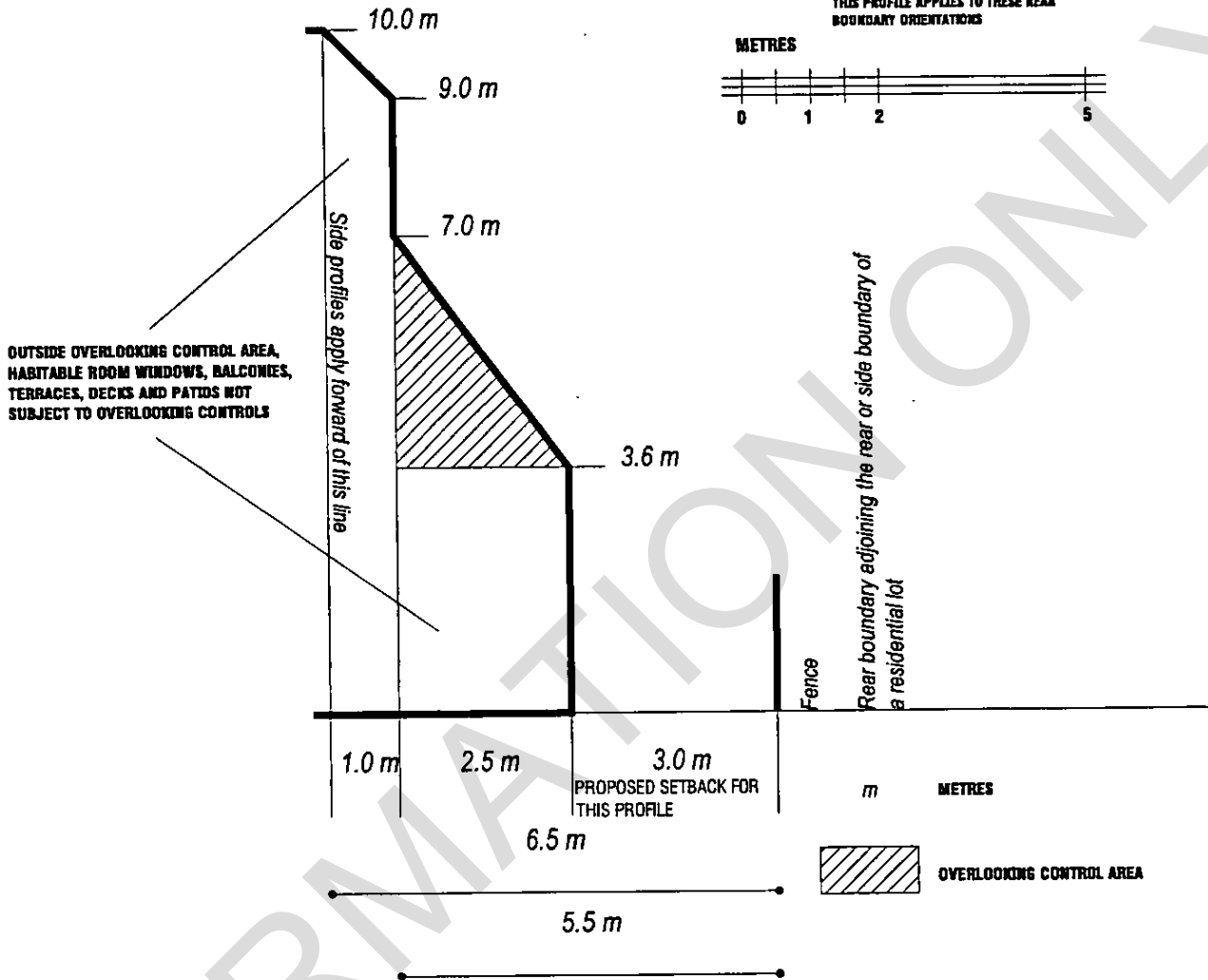
PROFILE FOR SIDE BOUNDARY FACING NORTH, EAST OR WEST WITH AN EASEMENT ADJOINING A RESIDENTIAL LOT

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20/11/2007 \$48.50 MCP



THIS PROFILE APPLIES TO THESE REAR BOUNDARY ORIENTATIONS



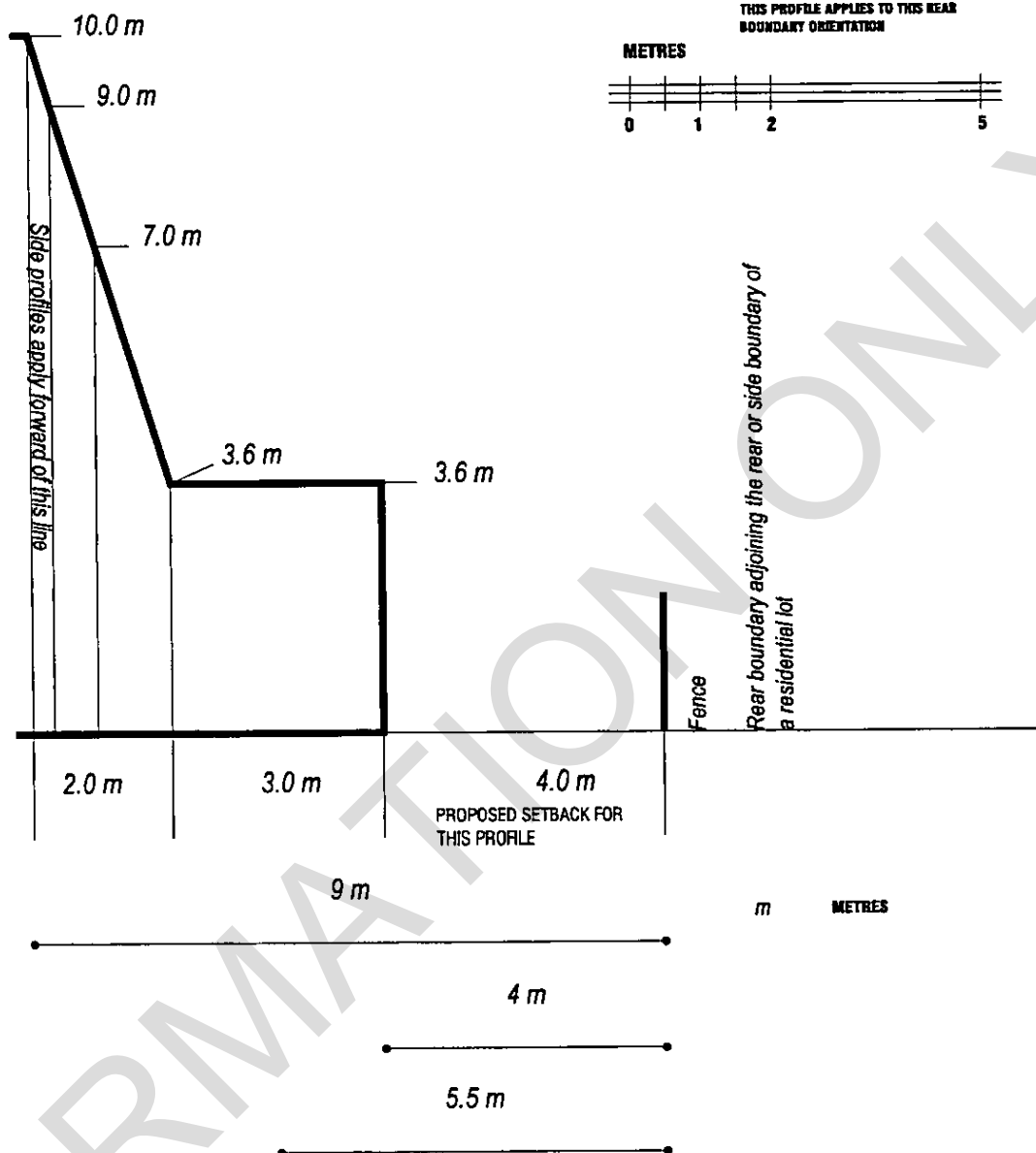
RP-A
PROFILE FOR REAR BOUNDARY FACING NORTH, EAST OR WEST ADJOINING A REAR OR SIDE BOUNDARY OF A RESIDENTIAL LOT

THE PROPOSED EASEMENTS ALONG REAR BOUNDARIES FACING NORTH, EAST AND WEST ARE CONTAINED WITHIN THE PROPOSED SETBACK FOR THIS PROFILE



THIS PROFILE APPLIES TO THIS REAR BOUNDARY ORIENTATION

METRES



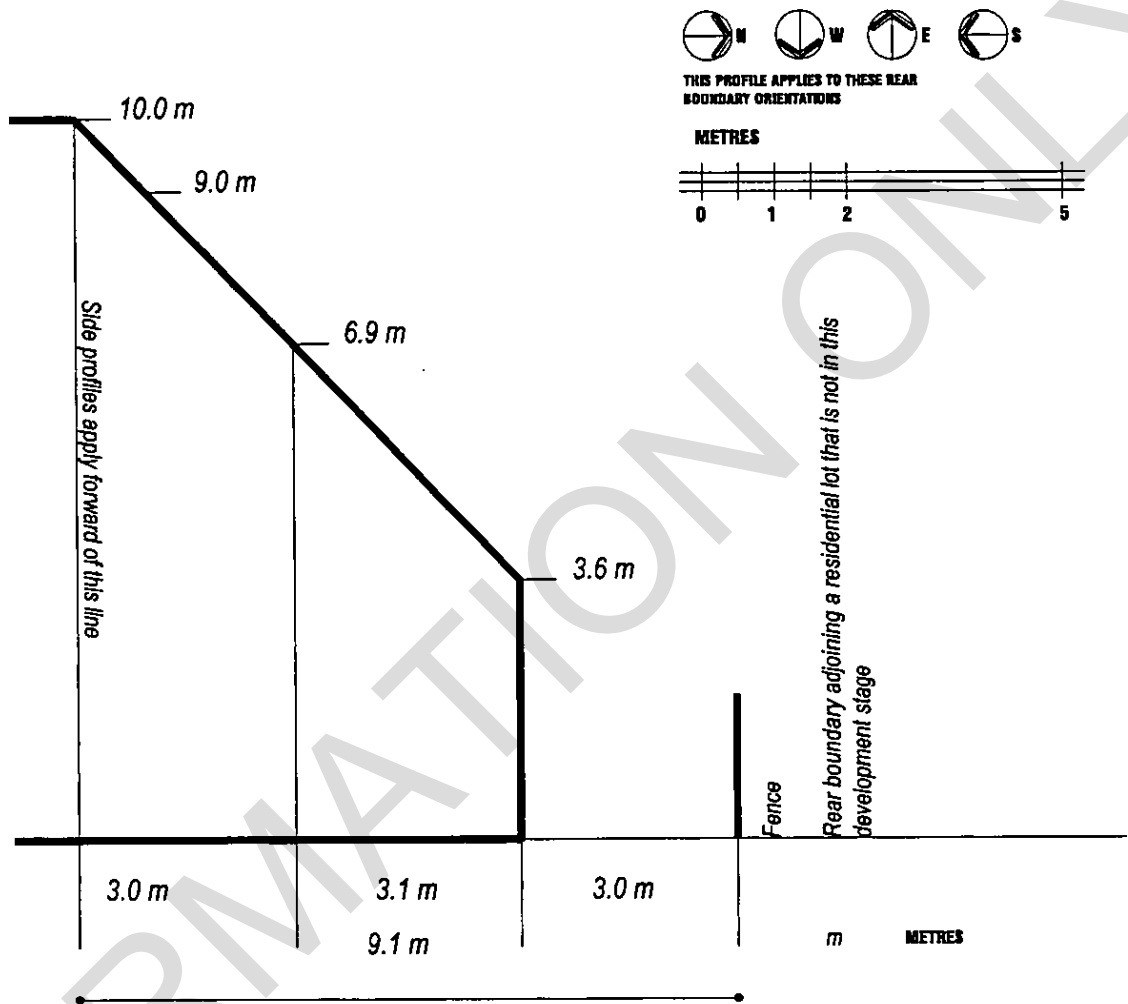
IN THIS PROFILE THERE IS NO DWELLING WALL OVER 3.6 METRES IN HEIGHT WITHIN THE OVERLOOKING CONTROL AREA (THAT IS WITHIN 5.5 METRES OF THE REAR BOUNDARY)

**RP-B
PROFILE FOR REAR BOUNDARY FACING SOUTH ADJOINING A
REAR OR SIDE BOUNDARY OF A RESIDENTIAL LOT**

THE PROPOSED EASEMENTS ALONG REAR BOUNDARIES FACING SOUTH ARE CONTAINED WITHIN THE PROPOSED SETBACK FOR THIS PROFILE

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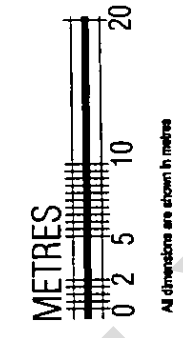
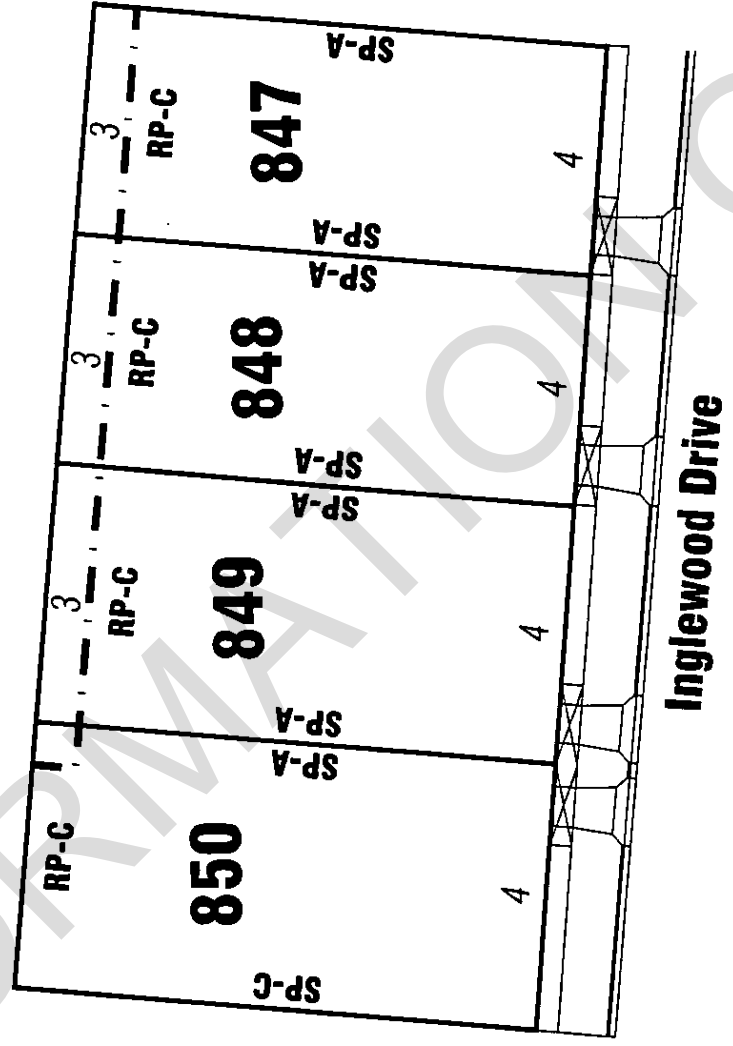
20/11/2007 \$48.50 MCP



RP-C
PROFILE FOR REAR BOUNDARY ADJOINING A LOT NOT IN THE
SAME AGREEMENT/RESTRICTION*

* THIS PROFILE ONLY DEALS WITH HEIGHT AND SETBACKS (BUILDING REGULATIONS 410, 414 AND 415)

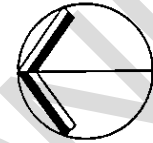
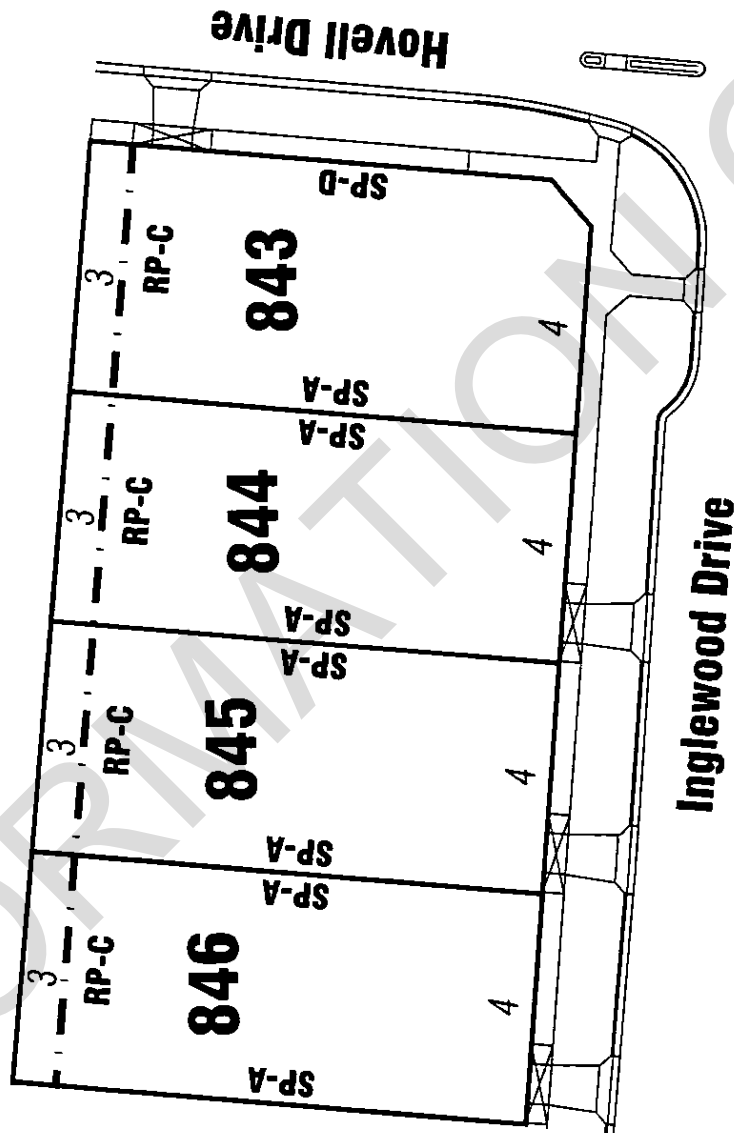
4.4 Plan of subdivision showing building envelope height and setback profile identifier codes



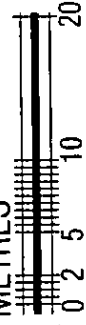
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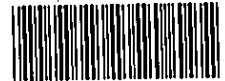


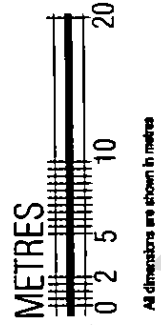
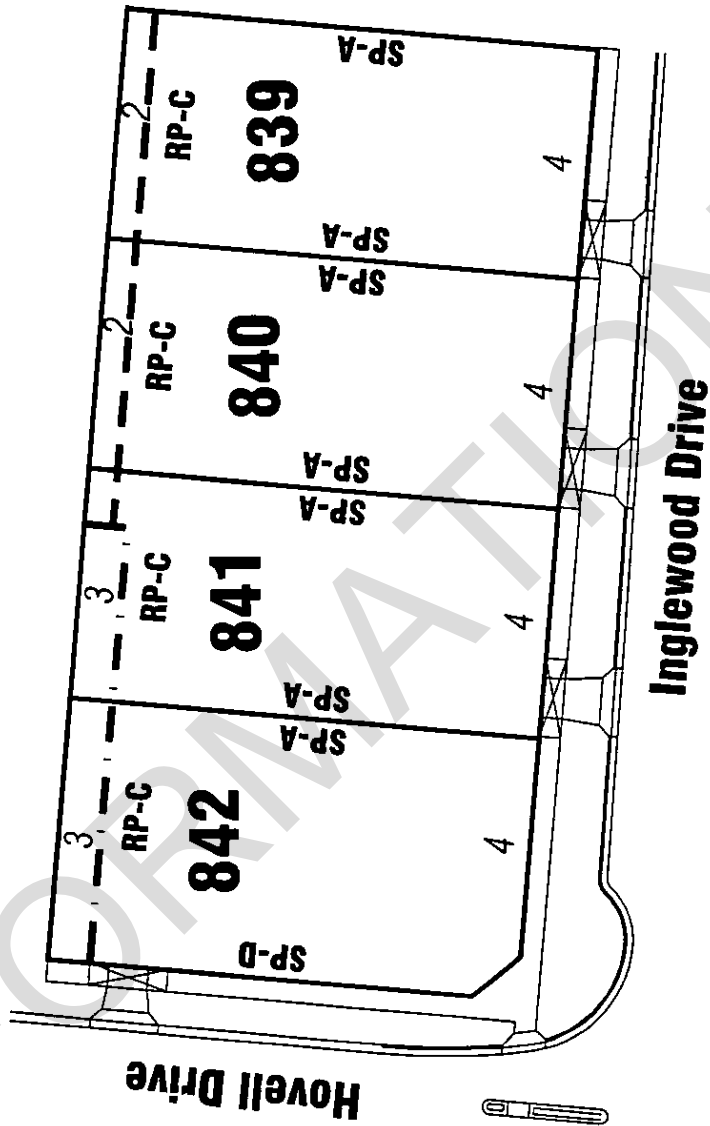
All dimensions are shown in metres

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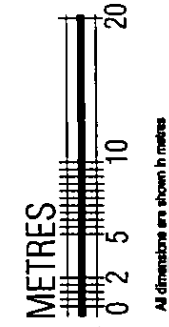
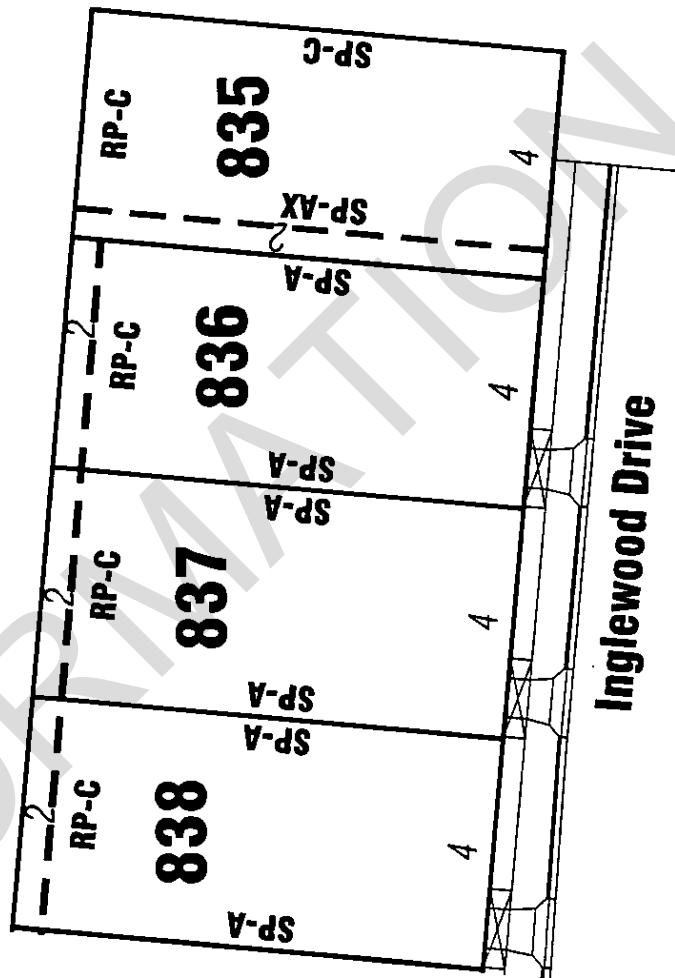




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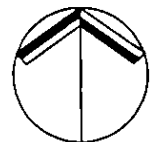
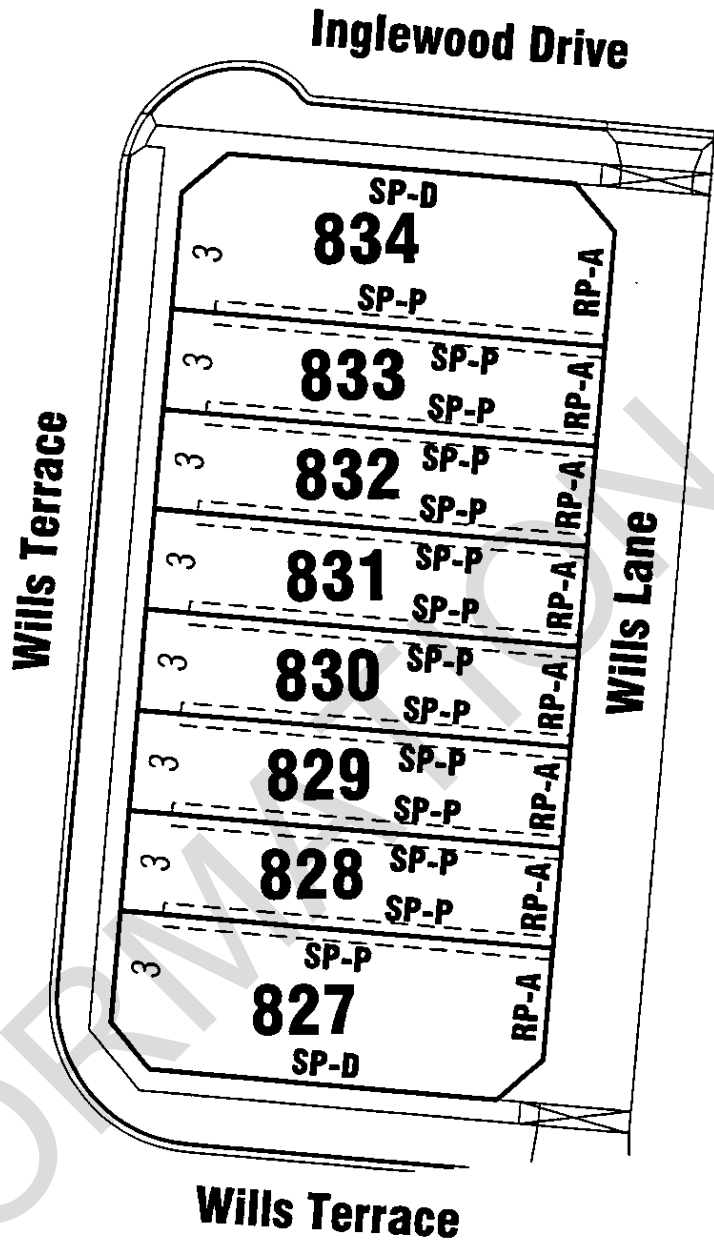
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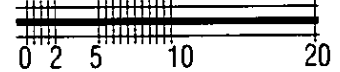


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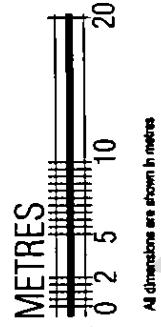
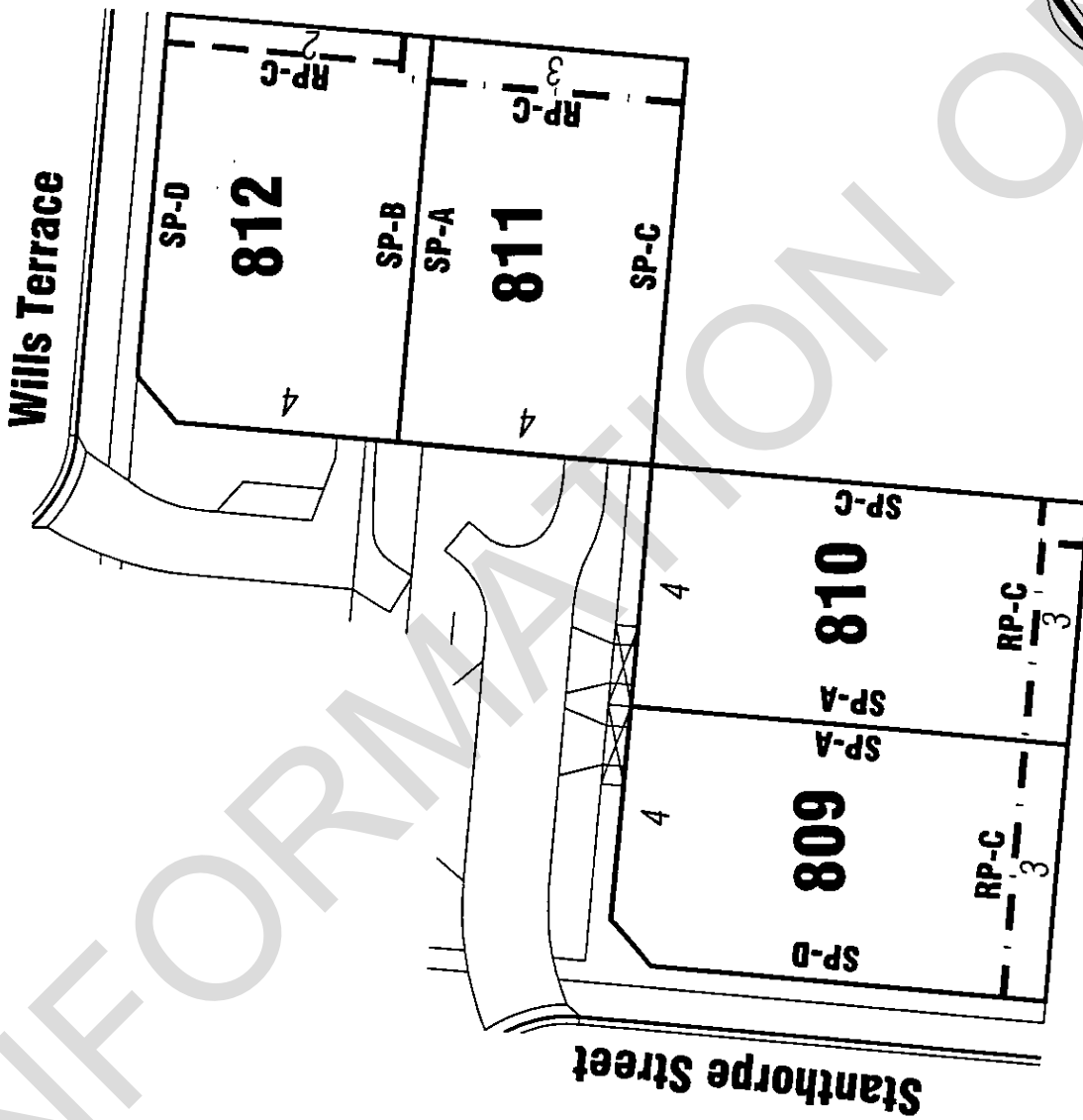
20/11/2007 \$48.50 MCP



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All dimensions are shown in metres



INFORMATION ONLY

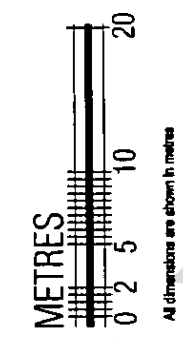
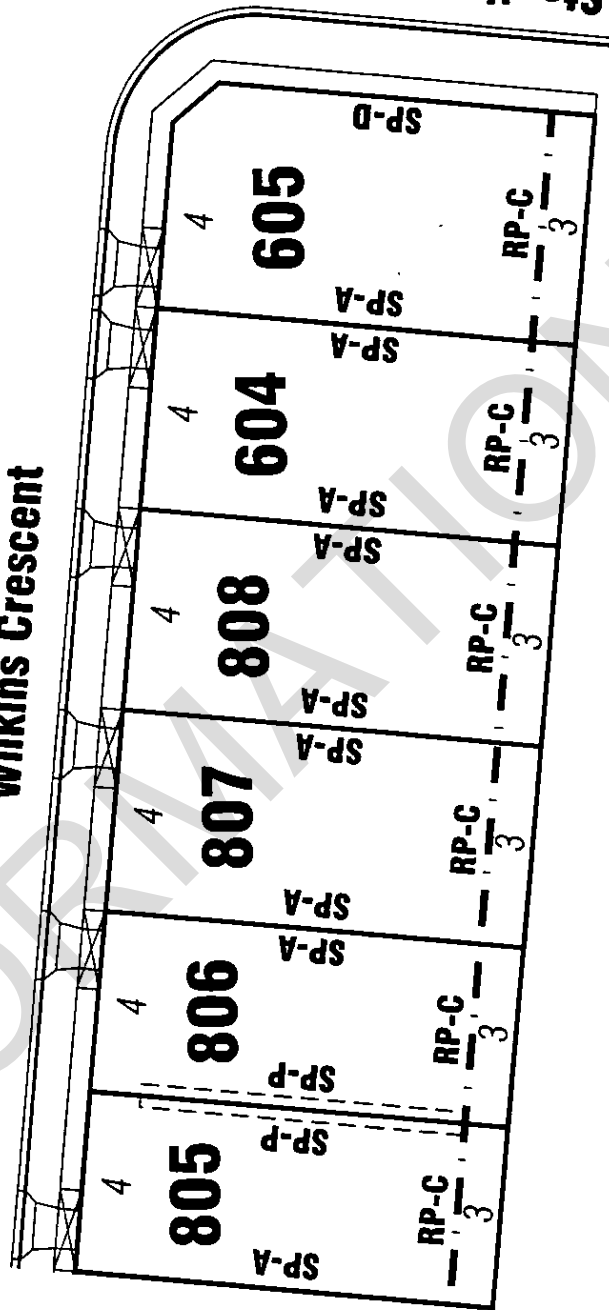
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Wilkins Crescent

Stanthorpe Street



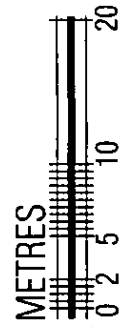
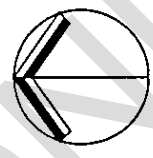
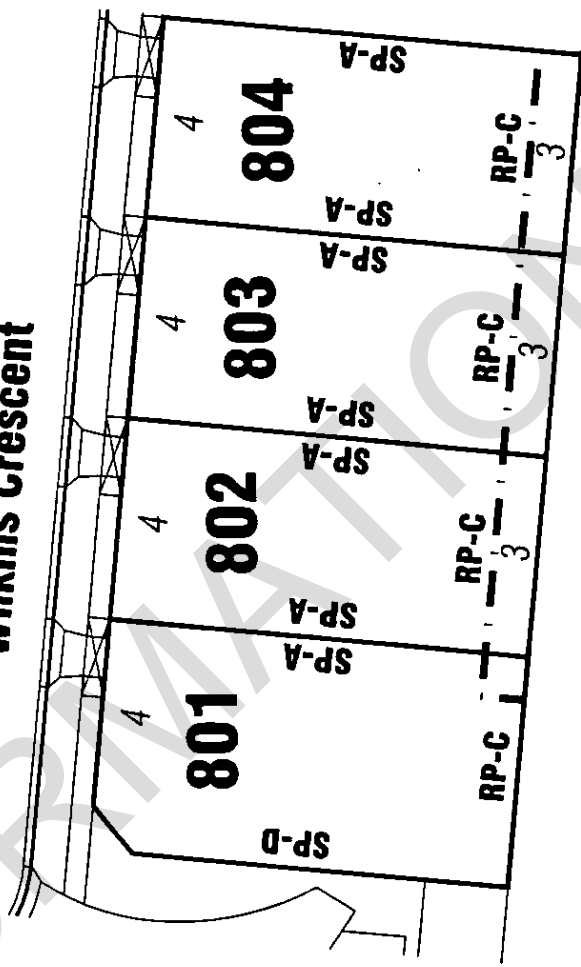
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Wilkins Crescent



All dimensions are shown in metres

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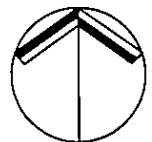
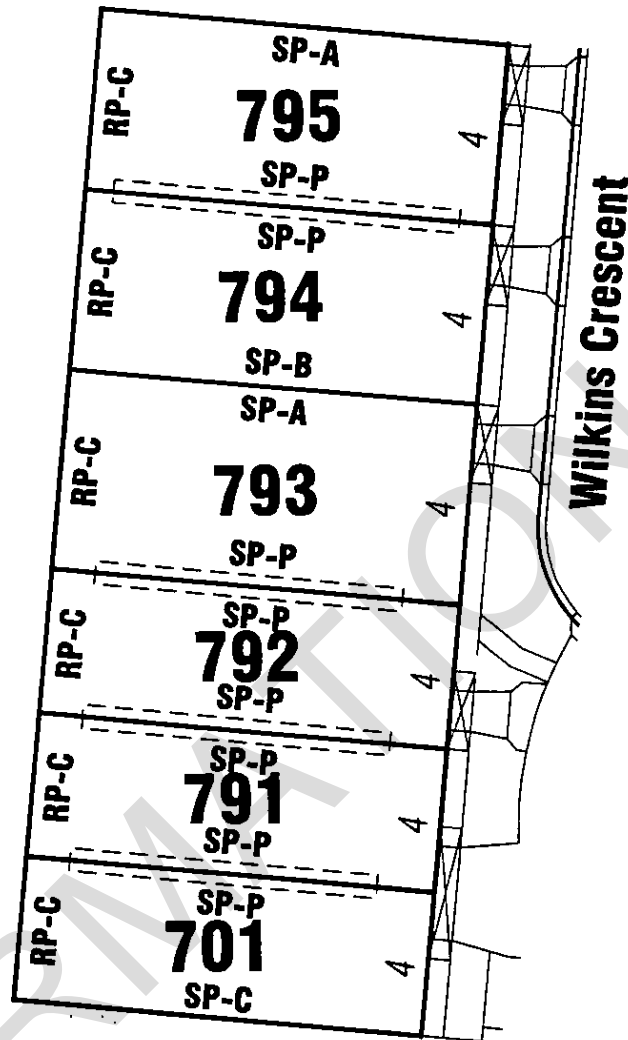
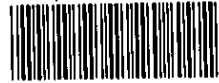
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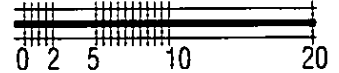


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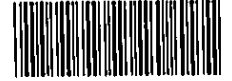


All dimensions are shown in metres

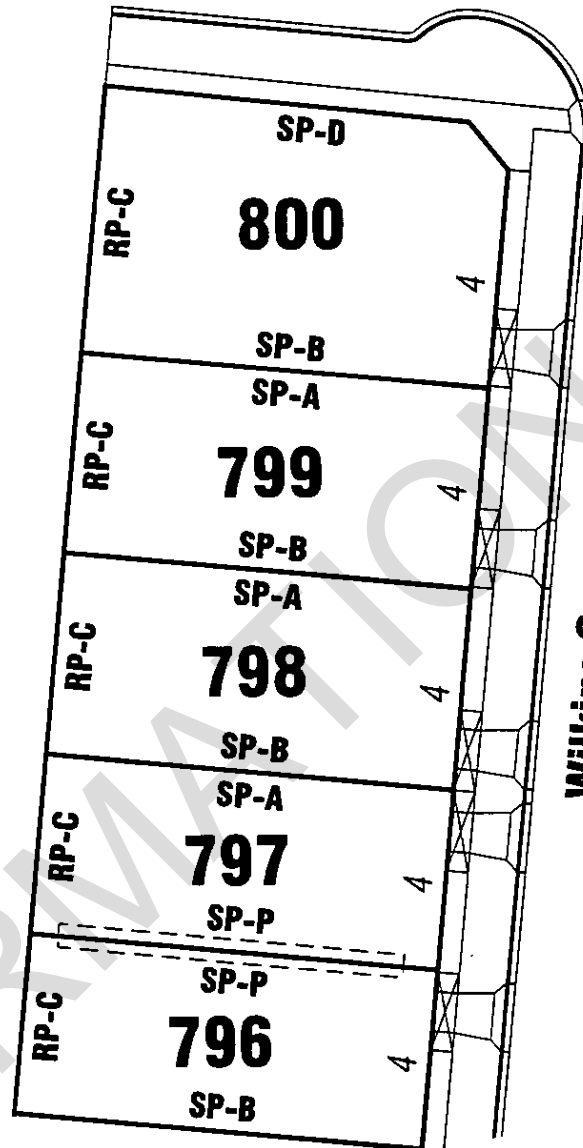
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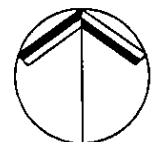


Inglewood Drive

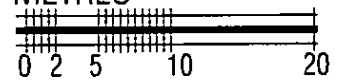


Wilkins Crescent

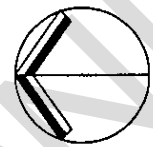
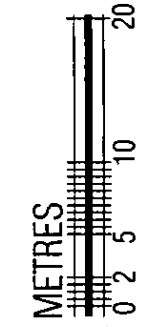
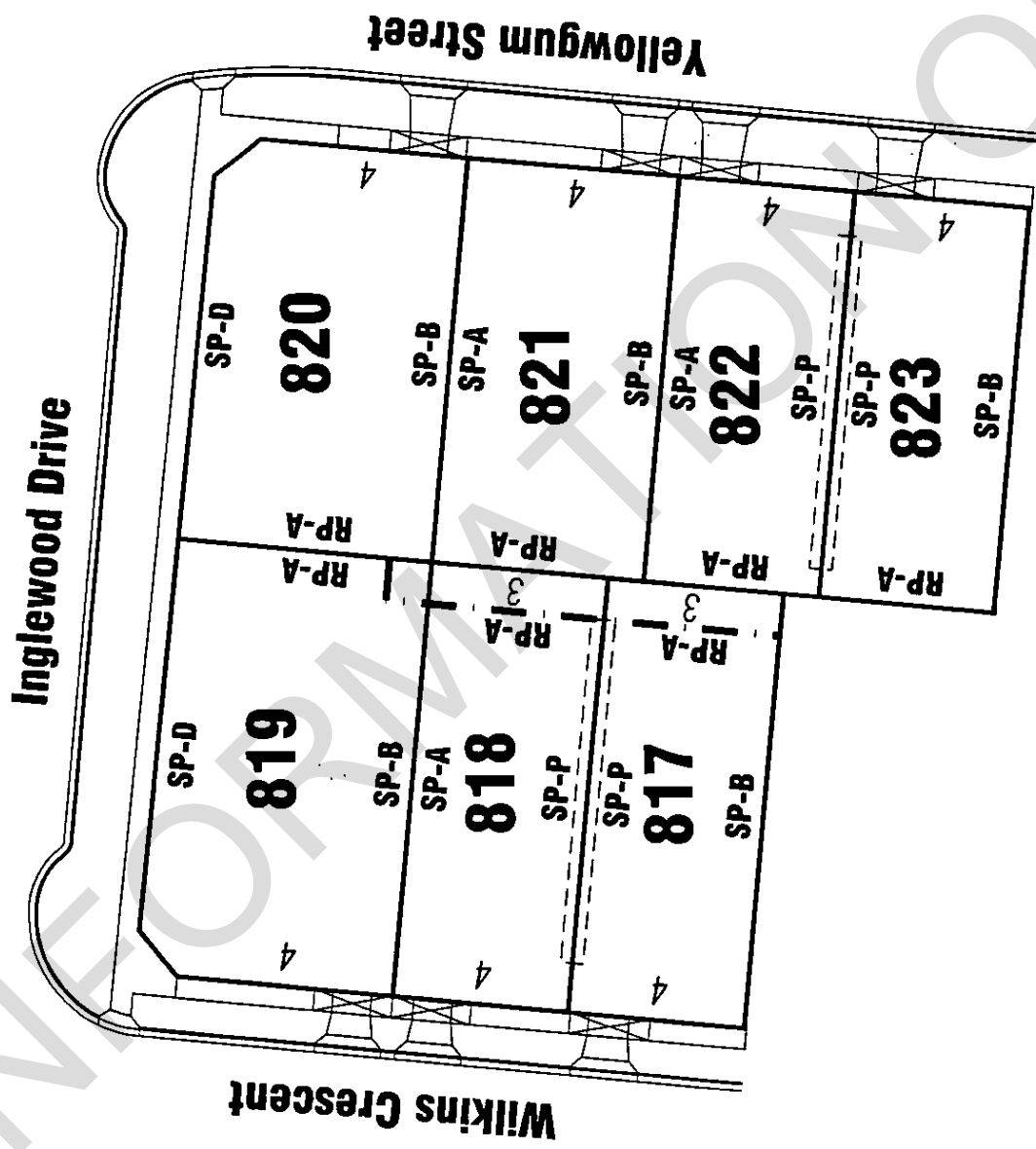
INFORMATION ONLY



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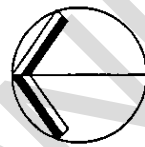
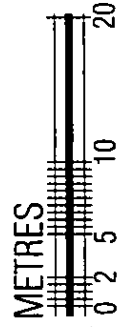
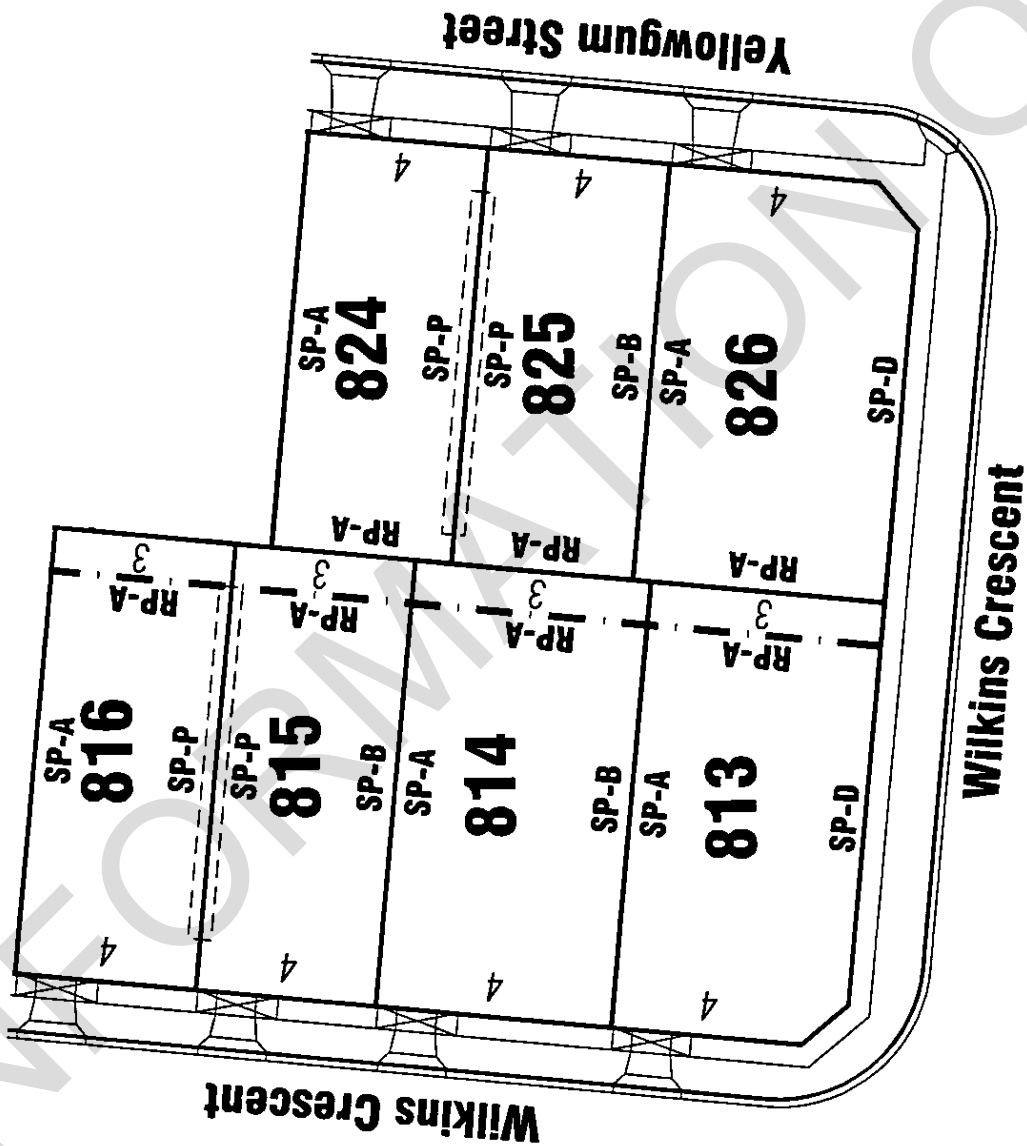
All dimensions are shown in metres



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Form 13

AB681741X



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:PJD:LGC:866798 Customer Code: 1167E

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

Land: Volume 8810 Folio 298 and Volume 10566 Folio 948

Authority: Melton Shire Council of Civic Centre, 232 High Street, Melton

Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987.

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

Name of officer: RICHARD J. SMITH

Office held: CHIEF EXECUTIVE

Date: 15/10/02

[866798/PJD/M0031822:1]



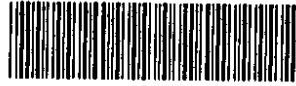
DAB681741X-1-8

Handwritten note: 8.11.02



AB681741X

08/11/2002 \$59 173



Date 15 / 10 /2002

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Section 173 Agreement

Taylors Road, Burnside

Melton Shire Council

and

Urban and Regional Land Corporation

INFORMATION ONLY



DAB681741X-2-6

AB681741X

08/11/2002 \$59 173



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DAB681741X-3-4

THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on 13 October 2002

BETWEEN

MELTON SHIRE COUNCIL
of Civic Centre, 232 High Street, Melton



(Council)

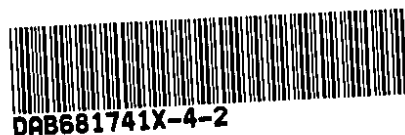
AND

URBAN AND REGIONAL LAND CORPORATION
of Level 11, 360 Elizabeth Street, Melbourne


(Developer)

RECITALS

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme, and is also a planning authority pursuant to the Act for the Planning Scheme.
- B. Brimbank City Council of Alexandra Avenue, Sunshine is, at the date of this Agreement, the registered proprietor of the Subject Land.
- C. Council, in its capacity as planning authority for the Planning Scheme, has prepared Amendment C21 to the Planing Scheme (**the Amendment**). The Amendment, if gazetted, would rezone part of the Subject Land 'Residential 1 Zone' and introduce 'Schedule 6 (Taylors Road Estate)' to the Development Plan Overlay in the Planning Scheme. A copy of the Amendment is attached at Schedule A to this Agreement.
- D. Council, in its capacity as planning authority for the Planning Scheme, will not adopt the Amendment until after the execution of this Agreement, and will not refer the Amendment to the Minister for Planning for the Minister's approval until after the registration of this Agreement pursuant to section 181(3) of the Act.
- E. The Developer has executed a contract of sale for the purchase the Subject Land from Brimbank City Council. This Agreement is made in anticipation of the Developer becoming the owner of the Subject Land, pursuant to section 173(3) of the Act.
- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. X741716G in favour of the Developer.
- G. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Amendment; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.



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THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

District Open Space areas means those areas delineated and identified as District Open Space or the like on the plan at Schedule B of this Agreement;

Infrastructure Contribution means each item of infrastructure identified in clause 3.2 and Schedule C of this Agreement;

Kororoit Creek Regional Open Space areas means those areas delineated and identified as Kororoit Creek Regional Open Space or the like on the plan at Schedule B of this Agreement;

lot means any lot which forms part of the Subject Land;

North South Open Space areas means those areas delineated and identified as North South Open Space or the like on the plan at Schedule B of this Agreement;

Developer means Urban and Regional Land Corporation and any person or persons who, after the date of this Agreement, is registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession. For the avoidance of any doubt, the Developer does not include any purchaser of a lot of the Subject Land which, by virtue of its size and dimensions, is intended as a home site;

party or parties means the Developer and Council under this Agreement as appropriate;

Planning Scheme means the Melton Planning Scheme and any other planning scheme that applies to the Subject Land;

Segment means each portion of the District Open Space areas, Kororoit Creek Regional Open Space areas and North South Open Space areas which is separately identified as an Infrastructure Contribution within Schedule C;

Stage means the proposed stages of subdivision of the Subject Land which are indicated on the plan at Schedule B of this Agreement;

Subject Land means the land situated at Taylors Road, Burnside being the land referred to in Certificates of Title Volume 8810 Folio 298 and Volume 10566 Folio 948, and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it; and


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Timeframe means the point in time at which each particular infrastructure contribution must be completed to the satisfaction of Council, indicated in Schedule C under the column marked 'Timeframe'.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Developer under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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3. SPECIFIC OBLIGATIONS OF THE DEVELOPER

3.1 Works Plans

The Developer agrees and acknowledges that it must:

- 3.1.1 prepare plans at its own costs for each of the Infrastructure Contributions (**the Works Plans**); and
- 3.1.2 submit the Works Plans to Council for approval.

3.2 Infrastructure Contributions

The Developer agrees and acknowledges that the Infrastructure Contributions must be completed in accordance with the approved Works Plans, and must include the following items:



- 3.2.1 duplication of Taylors Road where that road abuts the Subject Land and associated landscaping, public lighting and associated works and fees;
- 3.2.2 provision of at least 5% of the Subject Land as public open space (not including any land costs able to be reimbursed by Melbourne Water Corporation);
- 3.2.3 embellishment of the District Open Space areas in accordance with clause 3.4 of this Agreement;
- 3.2.4 embellishment of the Kororoit Creek Regional Open Space areas in accordance with clause 3.5 of this Agreement;
- 3.2.5 embellishment of the North South Open Space areas in accordance with clause 3.6 of this Agreement; and
- 3.2.6 construction of a pavilion in the south west part of the Subject Land;

each to the satisfaction of Council.

3.3 Timeframe

The Developer agrees and acknowledges that it must either complete each Infrastructure Contribution, or make a cash contribution to Council equal to the amount specified under the 'Value' column in Schedule C in relation to that Infrastructure Contribution, within the relevant Timeframe, unless Council, in its discretion, allows any variation to any relevant Timeframe, pursuant to this clause.

3.4 District Open Space

The Developer agrees and acknowledges that the infrastructure works to embellish the District Open Space areas include bulk earthworks (cut, fill and shaping) and hydro seeding, to the satisfaction of Council;

3.5 Kororoit Creek Regional Open Space

The Developer agrees and acknowledges that the infrastructure works to embellish the Kororoit Creek Regional Open Space areas must protect and enhance the cultural and environmental aspects of the Kororoit Creek Regional Open Space areas, and must include the following works:

- 3.5.1 an initial weed management strategy including weed removal and weed control and measures to counter the introduction of new weed infestations;
- 3.5.2 planting of indigenous species to provide habitat and food sources that will replace the woody weeds that currently provide habitat and food;



- 3.5.3 gravel paths providing restricted but safe and appropriate access and viewing opportunities to the areas; and
- 3.5.4 extensive rabbit-proof fencing to control access to dangerous or environmentally sensitive areas;

all to the satisfaction of Council.

3.6 North South Open Space

The Developer agrees and acknowledges that the infrastructure works to embellish the North South Open Space areas must protect and enhance the cultural and environmental aspects of the North South Open Space areas, and must include the following works:

- 3.6.1 tree planting of parkland adjacent to and surrounding wetlands, including structural planting of mature native tree species at least 1.5 metres high;
- 3.6.2 planting of native shrub, groundcover and tufting plans in prepared, mulched and appropriately edged planting beds in areas adjacent to and surrounding wetlands in order to define zones within and routes through open space;
- 3.6.3 rock-wall terracing and rock surfacing as required by levels, run-off conditions, ease of maintenance and the desirability of creating an appropriate landscape character;
- 3.6.4 an asphalt and gravel path system catering for expected open space use;
- 3.6.5 an observation point, boardwalk access to wetland viewing points and shelters in order to help maximise the recreational value of the wetlands;
- 3.6.6 a barbecue area including barbecue and picnic sets, table and chairs, to provide additional recreational values,
- 3.6.7 play equipment appropriate to the setting;
- 3.6.8 pedestrian area lighting where required in addition to road lighting; and
- 3.6.9 furniture such as bollards, seats, benches, bins and drinking fountains;

all to the satisfaction of Council.





3.7 Maintenance of all open space areas

The Developer agrees to maintain all landscaping, works and improvements within each Segment for a period of 12 months, or such longer period as agreed between the parties, after the practical completion of the landscape works within that Segment.

3.8 Default

The Developer agrees and acknowledges as follows:

- 3.8.1 if the Developer fails to provide the Infrastructure Contribution or equivalent cash contribution within the Timeframe in accordance with clause 3.3, Council may serve on the Developer a written notice (**Notice**) specifying those works to which the Developer is in default (**Remedial Works**). The Notice may set out the costs as estimated by Council of carrying out the Remedial Works (**Estimated Costs**);
- 3.8.2 if the Developer fails to complete the Remedial Works within 30 days after service of the Notice,
- 3.8.2.1 Council may by its staff, agents and contractors, enter onto the Subject Land and cause the Remedial Works to be carried out;
- 3.8.2.2 Council may cause to be served on the Developer a demand in writing (**Demand**) for the Estimated Costs;
- 3.8.3 if the Developer is served with the Demand, the Developer agrees to immediately pay the amount of costs specified in the Demand;
- 3.8.4 upon receipt of the Demand, interest will accrue in respect of the Estimated Costs at the rate being the rate prescribed under section 227A of the *Local Government Act* 1989 until the Estimated Costs are paid;
- 3.8.5 if Council completes the Remedial Works, Council must certify the actual costs of the Remedial Works; and
- 3.8.6 if the actual costs of the Remedial Works are less than the Estimated Costs paid by the Developer to the Council, Council must reimburse the Developer the difference between the actual costs and Estimated Costs. In relation to this, Council must act reasonably in letting contracts for carrying out of the Remedial Works, and must use reasonable endeavours to ensure that any contract cost for the carrying out of the Remedial Works is competitive.





4. FURTHER OBLIGATIONS OF THE DEVELOPER

4.1 Notice and Registration

Subject to clause 2.8, the Developer further covenants and agrees that the Developer will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Developer further covenants and agrees that:

4.2.1 the Developer will do all things necessary to give effect to this Agreement;

4.2.2 the Developer will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Developer further covenants and agrees that the Developer will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Developer.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Developer agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act.

6. DEVELOPER'S WARRANTIES

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

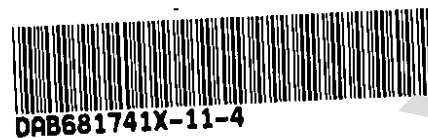
7. SUCCESSORS IN TITLE

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



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

8. GENERAL MATTERS



8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Developer or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Developer will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

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

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8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the approval date of Amendment C21 to the Planning Scheme.

10. ENDING OF AGREEMENT

- 10.1 This Agreement ends when the Developer has complied with all of the obligations imposed on the Developer under this Agreement.
- 10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 10.3 For the purposes of clause 10.2, the owner of a lot is considered to have complied with all of the obligations in relation to that lot after the satisfactory completion of each Infrastructure Contribution required to be completed before the release of the title of that lot in accordance with the Timeframe.
- 10.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Developer make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

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THE COMMON SEAL OF THE MELTON SHIRE COUNCIL was hereunto affixed in the presence of:

)
)
)

H. Elliott

.....

[Signature]

.....

Councillor

Chief Executive Officer



THE CORPORATE SEAL of URBAN AND REGIONAL LAND CORPORATION was hereunto affixed in the presence of:

)
)
)

[Signature]

.....

[Signature]

.....

Authorised officer

Authorised officer



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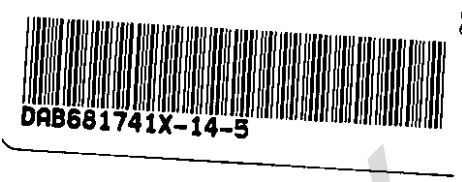
173

INFORMATION ONLY

Planning & Environment Act 1987

MELTON PLANNING SCHEME

NOTICE OF AMENDMENT C21



Melton Shire Council has prepared Amendment C21 to the Melton Planning Scheme (the Scheme).

The amendment affects land being Lot 2 on Plan of Subdivision 85207 Volume 8810 Folio 298 and Lot 1 on Plan of Subdivision 88160 Volume 9358 Folio 917. The land is bounded by Taylors Road to the north, the Municipal boundary to the east, Kororoit Creek to the south and vacant land to the west.

The purpose of the amendment is to:

- rezone part of the land from Public Park and Recreation Zone to Residential 1 Zone;
- introduce 'Schedule 6 (Taylors Road Estate) to the Development Plan Overlay' (Clause 43.04).

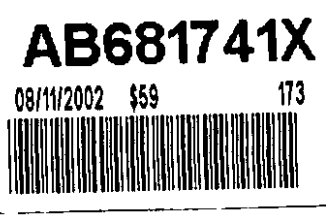
The amendment will:

- change Maps 10 and 14 in the Scheme to show part of the subject land as zoned Residential 1;
- change Maps 10DPO and 14DPO in the Scheme to show the subject land as DPO 6;
- insert 'Schedule 6 (Taylors Road Estate) to the Development Plan Overlay' (Clause 43.04);
- allow for the residential development of that part of the Public Park and Recreation Zone land that is unused and surplus to the future public open space and recreation requirements.

The Amendment can be inspected during office hours at:

Department of Infrastructure
 Customer Service Centre
 Upper Plaza
 Nauru House
 80 Collins Street
 MELBOURNE 3000

Melton Shire Council
 Civic Centre
 232 High Street
 MELTON 3337



Submissions about the Amendment must be sent to:

Melton Shire Council
 PO Box 21
 Melton 3337

by 31 January 2002



Planning and Environment Act 1987

**MELTON PLANNING SCHEME
AMENDMENT C21 EXPLANATORY REPORT**

Who is the planning authority?

The Shire of Melton has prepared the amendment. The Shire of Melton is the planning authority for this amendment.

Land affected by the amendment

The amendment applies to land being Lot 2 on Plan of Subdivision 85207 Volume 8810 Folio 298 and Lot 1 on Plan of Subdivision 88160 Volume 9358 Folio 917. The land is bounded by Taylors Road to the north, the Municipal boundary to the east, Kororoit Creek to the south and vacant land to the west.

What the amendment does

The purpose of the amendment is to rezone unused and surplus land from Public Park and Recreation to Residential 1 and to apply a new development plan overlay schedule to ensure its orderly development.

The amendment will:

- change Maps 10 and 14 in the Scheme to show part of the land at Taylors Road, Melton East, as Residential 1 Zone, as shown on the attached map marked 'Melton Planning Scheme, Amendment C21, Sheet 1 of 2;
- change Maps 10DPO and 14DPO in the Scheme to show the land at Taylors Road, Melton East as DPO 6, as shown on the attached map marked 'Melton Planning Scheme, Amendment C21, Sheet 2 of 2;
- insert 'Schedule 6 Overlay' (Taylors Road Estate) to the Development Plan into Clause 43.04 Development Plan Overlay, following 'Schedule 5'.

Why the amendment is required

The amendment is required to allow for the orderly residential development of the land that is unused and surplus to future public open space and recreation requirements.



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Impact of the amendment

Social and economic effects

The amendment will have positive social and economic effects as it provides the opportunity for the orderly provision of residential land that makes effective use of existing and proposed social and physical infrastructure.

Environmental effects

The amendment is not expected to have any adverse impact on the environment. It does not affect an extensive area of land zoned for public open space use along the southern portion of the site, maintaining an open space buffer to Kororoit Creek.

The retention of existing zones generally below the 73 / 74 contour lines is responsive to the natural landscape features and areas of cultural value on the site. Independent flora, fauna and archaeological assessments concluded that the area of high ecological and archaeological value on the subject site is along Kororoit Creek and associated escarpments.

The amendment does not affect land subject to flooding from the Creek. Melbourne Water advises that the Urban Floodway Zone boundary exceeds the 1 in 100 years flood level for the site that grades from RL 68.0 metres at the south west corner to RL 66.6 metres in the south east corner.

The amendment does not affect land covered by the Environmental Significance Overlay (ESO 2) or the Land Subject to Inundation Overlay (LSIO).

Minister's Directions

The amendment is not affected by any of the Minister's Directions under Section 12 of the *Planning and Environment Act 1987*.

Strategic and policy justification for the amendment

- **Appropriate Zone**

The rezoning to the Residential 1 Zone is consistent with the zoning of adjoining land to the east, west and north and allows for a compatible residential development of the subject site.



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The area to be rezoned has been defined after an extensive analysis of the site, which has included an:

- investigation of flora and fauna;
 - investigation of cultural heritage;
 - assessment of the landscape;
 - investigation of surrounding land uses;
 - assessment of traffic management and access issues;
 - assessment of community and open space needs;
 - investigation of the provision of engineering infrastructure.
- **Appropriateness of Schedule 6 to the Development Plan Overlay**

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Schedule 6 to the Development Plan Overlay (DPO 6) is a revision of the existing requirements to ensure that specific issues relevant to the subject site are addressed in its development.

DPO 6 introduces the following requirements for a development plan to include:

- a development that provides a certain housing yield;
- proposed actual or indicative arterial or collector linking points to the adjoining land;
- proposed open space areas and their recreational function;
- a landscape assessment;
- any cultural heritage features and areas and an indication of those proposed to be retained;
- a flora and fauna assessment.

In addition the DPO 6 requires that prior to a permit being granted for the use, development or subdivision of the land the following must be prepared to satisfaction of the Responsible Authority (Shire of Melton):

- a development plan;
- a landscape masterplan;
- a drainage strategy.

This provides the Shire of Melton with a high degree of control over the development of the site and for an assurance that it will result in orderly development of the rezoned site.

- **Consistency with Planning Policy and Strategic Direction for the Area**

The amendment is consistent with the Melton East Strategy Plan (1997), which concluded after analysis and consideration of the land use needs of the area that it would be appropriate to develop part of the subject site for urban purposes including higher density housing (Clause 3.6, MESP).



The amendment is consistent with the Melton Municipal Strategic Statement as it provides for the supply of residential land in the Melton East Growth Area that has been identified as the Melton second urban settlement area. It allows for the effective use of existing and planned infrastructure including surplus land, Taylors Road (a major west - east link road providing for good traffic movement), sewer, water, electricity, telecommunication and gas.

The amendment is consistent with the objectives of the Recreation and Open Space Networks Policy (Clause 22.03) as it affects only part of the site, retaining an extensive area of land zoned for public open space use and all of the land zoned 'Urban Floodway' along Kororoit Creek for:

- active recreation spaces large enough to cater for a range of activities;
- a north-south linear open space link providing a connection from Taylors Road to the Kororoit Creek regional corridor, which in turn provides a link to the established and future residential areas to the east and west;
- the creation of a major open space corridor along the Kororoit Creek that forms part of a regional link extending beyond the boundaries of the site.

A Development Plan, known as Taylors Road Estate Development Plan, has been prepared for the land and has been submitted with this Amendment. Details of the findings of each area of investigation and how the Amendment will meet the Council strategies are documented in this Development Plan.

Where you may inspect this amendment



DAB681741X-18-0

This Amendment is available for public inspection, free of charge, during office hours at the following places:

Melton Shire Council
Civic Centre
232 High Street
MELTON 3337

Department of Infrastructure
Customer Service Centre
Upper Plaza
Nauru House
80 Collins Street
MELBOURNE VIC 3000

AB681741X



Planning and Environment Act 1987

**MELTON PLANNING SCHEME
AMENDMENT C21**

The planning authority for this Amendment is the Shire of Melton.

The Melton Planning Scheme is amended as follows.

1. Planning Scheme Maps Numbers 10 and 14 are amended in the manner shown on the attached map marked 'Melton Planning Scheme, Amendment C21, Sheet 1 of 2'.
2. Planning Scheme Maps Number 10DPO and 14DPO are amended in the manner shown on the attached map marked 'Melton Planning Scheme, Amendment C21, Sheet 2 of 2'.
3. In Overlay 43.04 following 'Schedule 5' insert 'Schedule 6 (Taylors Road Estate) to the Development Plan Overlay' in the form of the attached document.
4. For List of Amendments, substitute a new List of Amendments in the form of the attached document.

End of Document

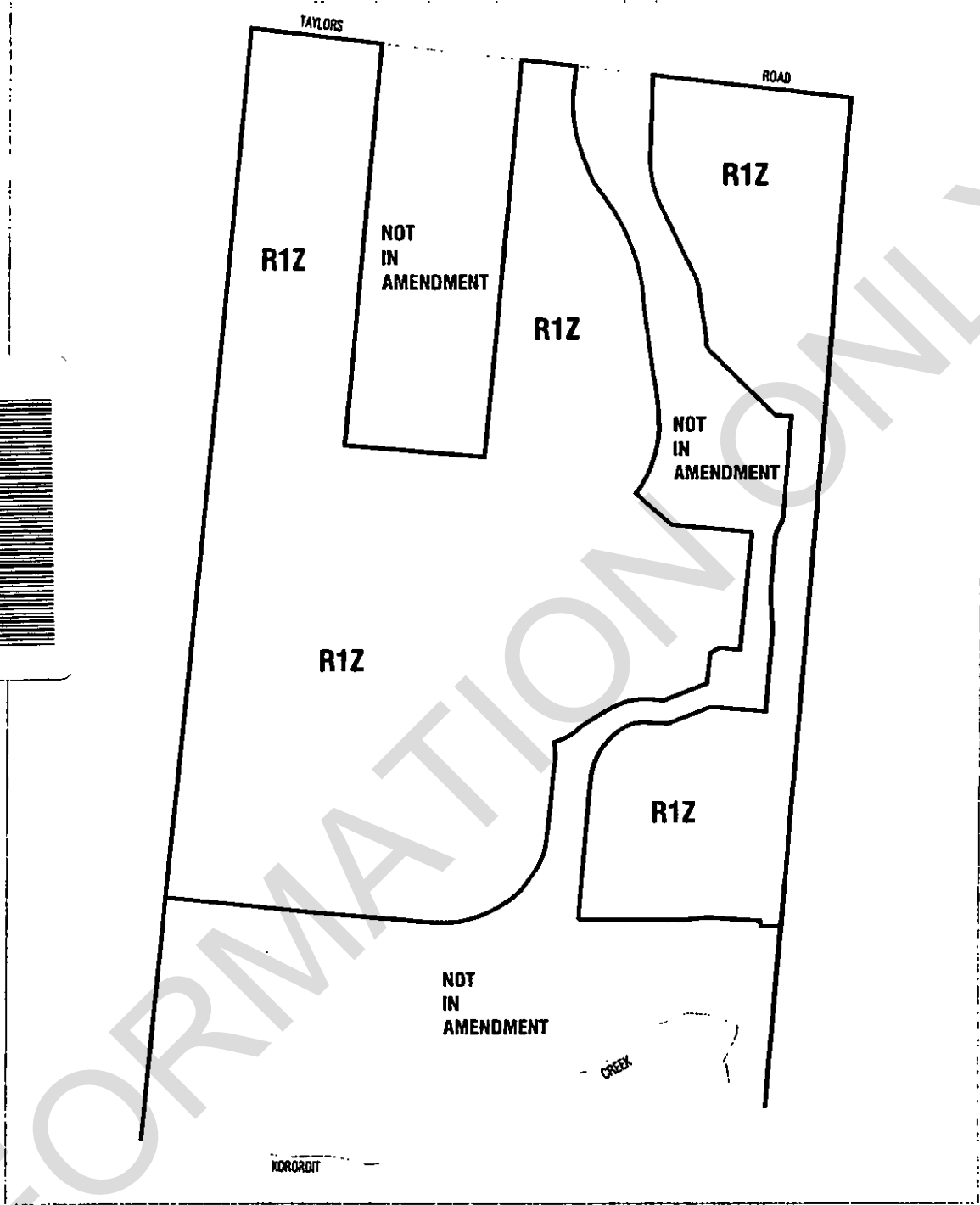


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MELTON PLANNING SCHEME

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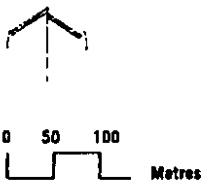
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LEGEND

R1Z RESIDENTIAL 1 ZONE

PART OF PLANNING SCHEME MAPS No 10 and 14



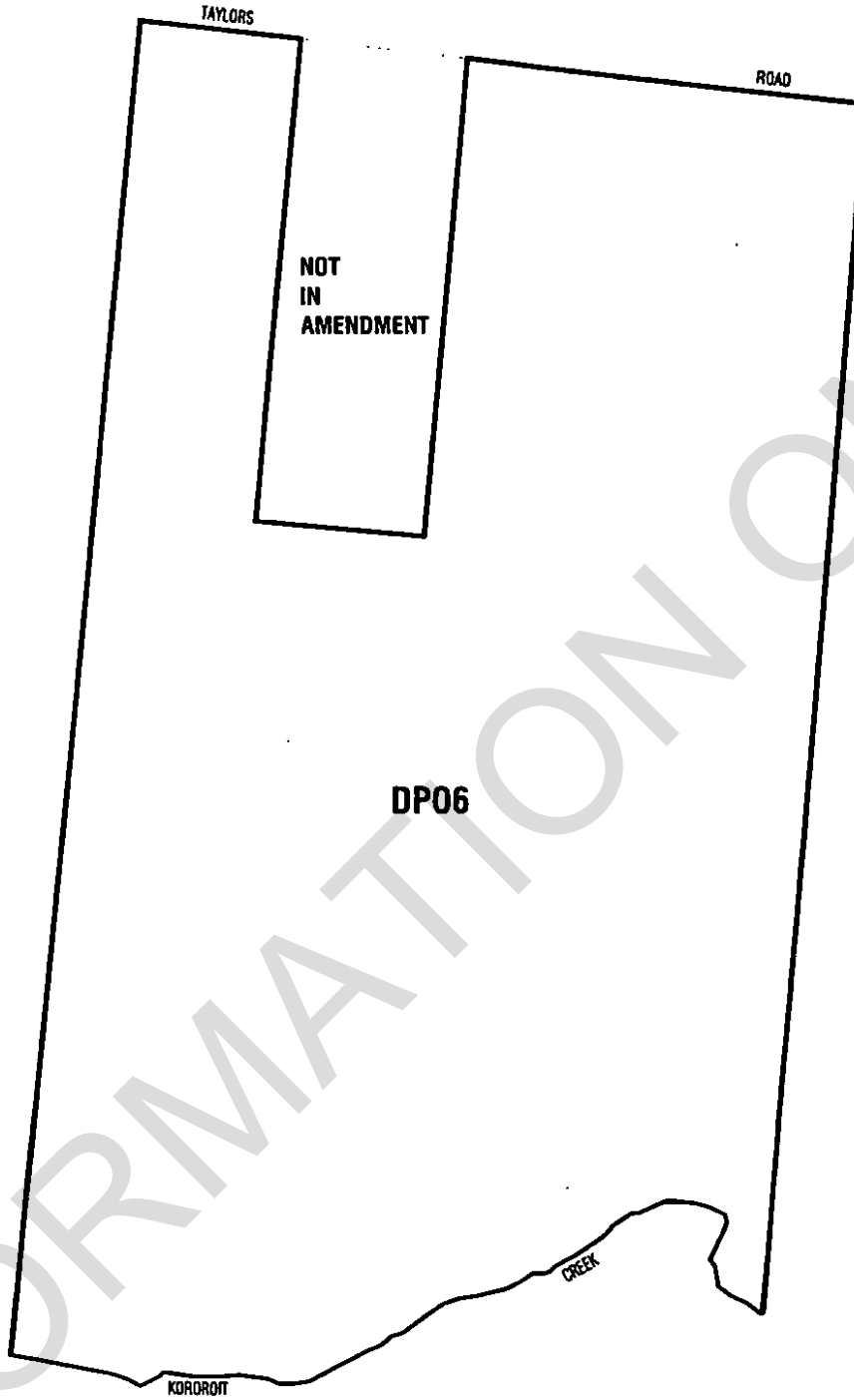
Sheet 1 of 2

AMENDMENT C21



DAB681741X-20-9

MELTON PLANNING SCHEME



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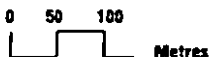
LEGEND

DPO6

DEVELOPMENT PLAN OVERLAY 6

PART OF PLANNING SCHEME MAPS No 10DPO and 14DPO

Sheet 2 of 2



AMENDMENT C21



DAB681741X-21-2

MELTON PLANNING SCHEME

SCHEDULE 6 TO THE DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as DPO6

TAYLORS ROAD ESTATE**AB681741X**

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**1.0 Requirement before a permit is granted**

Prior to the issue of a planning permit for any development or use:

- a development plan must be prepared to the satisfaction of the responsible authority;
- a landscape masterplan must be prepared to the satisfaction of the responsible authority;
- a drainage strategy must be prepared to the satisfaction of the responsible authority.

2.0 Requirements for Development Plan

A Development Plan must include:

- an overall map of the proposed development in the Development Plan area as well as supporting documentation that assists to clarify the nature of the development proposed;
- a development catering for between 1000 and 1200 lots (of various sizes, types and sub-area densities) or as otherwise proposed by the developer to the satisfaction of the responsible authority.
- the proposed land uses (including generally the areas proposed for conventional and medium density housing);
- the relationship of the land to existing or proposed land uses on adjoining land;
- the proposed arterial and collector road network including proposed actual or indicative linking points to surrounding land;
- the proposed main walking and cycling links;
- the proposed open space areas and their recreation function (natural, passive or active);
- the proposed drainage network;
- the location and general content of any proposed Activity Centre;
- a landscape assessment of the land;
- any existing cultural heritage features and areas and an indication of those proposed to be retained;
- any proposals relating to the findings of a flora and fauna assessment of the land;
- any proposed indicative staging of development of the land.

3.0 Decision guidelines

Before deciding to approve a Development Plan, the responsible authority must consider:

- the existing and possible future development and use of the land and of contiguous or adjacent land;
- the availability of water, sewerage, drainage and electricity services;
- the orderly planning of the zone, including the management of traffic, the provision of pedestrian ways and open space;
- the need for financial or other contributions towards the provision of reticulated service infrastructure, community and social facilities and services, transport infrastructure and services;
- the provisions of the Melton East Strategy Plan and Municipal planning policy.



DB681741X-22-6

LIST OF AMENDMENTS



DAB681741X-23-0

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08/11/2002



Amendment number	In operation from	Brief description
VC7	16 AUG 1999	Makes changes to the SPPF relating to Melbourne Airport and brothels; clarifies that land identified in a schedule to the Public Park and Recreation Zone or the Public Conservation and Resource Zone may be used and developed in accordance with the schedule or the specific controls contained in an incorporated document corresponding to the land; introduces a new State Resources Overlay; amends the Airport Environs Overlay to establish the lessee of Melbourne Airport in decision guidelines and as a referral authority; extends the expiry date of major promotion signs displayed in accordance with a permit granted between 19 September 1993, and 18 September 1997; amends definitions in accordance with changes to the Prostitution Control Act 1994.
C6	25 NOV 1999	Rezones 4 local recreation reserves in Melton and Melton South from PPRZ to R1Z.
C9	25 NOV 1999	Amends the schedule to Clause 52.03 to allow land at Lots 1 & 2 LP 30733K [sic], Plumpton Road to be used for rock crushing subject to conditions in an incorporated document.
C1	17 FEB 2000	Applies Public Acquisition Overlay PAO2 over land at 49 Palmerston Street, Melton.
C2	24 FEB 2000	Rezones land located at the eastern fringe of the Melton township, more specifically known as 2290-2296 Sherwin Court Melton, for low density residential purposes. Makes changes to the Municipal Strategic Statement. Alters the Residential Land Use Policy found at Clause 22.01.
C7	30 MAR 2000	Includes some areas of land in the vicinity of Western Highway/Hopkins Road intersection in a Public Acquisition Overlay, and excludes other land from a Public Acquisition Overlay
C10	11 MAY 2000	Rezones a parcel of land comprising approximately 181 hectares on Ferris Road, Melton (known as the CSR Quarry land), from Special Use Zone (Extractive Industry) to Industrial 1 Zone. Corrects map designations for the proposed harness racing facility at Bridge Rd, Melton and the Truganina terminal station
VC9	25 MAY 2000	Makes changes to the Settlement and Housing

MELTON PLANNING SCHEME

		policies in the State Planning Policy Framework to recognise neighbourhood character.
VC8	17 AUG 2000	Makes changes to the SPPF in relation to biodiversity; introduces an operations clause for the LPPF; amends the rural zones in relation to the construction of outbuildings; amends the residential and rural zones to accommodate the keeping of pet racing dogs; amends the flooding zones and overlays to require the incorporation of local floodplain development plans; amends subdivision and dwelling provisions in the Restructure Overlay; amends clause 52.01 to clarify its relationship with the Subdivision Act 1988; amends clause 52.03 to enable the schedule to prohibit a use or development on specific sites; makes formatting and other changes arising from panel reports and operational experience.
C11	22 SEP 2000	Applies a Public Acquisition Overlay over the land required for the construction of the connection of the Western Freeway to the Western Ring Road, and a Design and Development Overlay along both sides of the proposed route.
VC10	14 DEC 2000	Makes changes to the Table of uses in the Public Conservation and Resource Zone relating to Utility installation and makes typographical corrections.
C4	21 DEC 2000	Includes land at the south east corner of Lakes Road and Melton Highway in Schedule 5 to the Special Use Zone.
C14	4 JAN 2001	Rezones the site of the Caroline Springs Town Centre from Residential 1 Zone to Comprehensive Development Zone and deletes the Development Plan Overlay No. 1 from the same land
VC11	29 MAR 2001	Introduces ability to require permits for outbuildings larger than a specified size in the Low Density Residential Zone; introduces ability to require permits for restaurants in specified areas in the Business 1 Zone; provides more flexibility in the purpose of the Specific Sites and Exclusions provisions; simplifies the operation of the Advertising Signs provisions; reorganises and clarifies the Car Parking provisions; corrects the referral provisions in Clause 61 relating to construction of building or works on land within 60 metres of a major electricity transmission line; introduces a new definition of Retirement village; and makes various formatting and typographical corrections.

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MELTON PLANNING SCHEME

C12	17 MAY 2001	Rezones land at the south west corner of Coburns Road and Western Freeway, Melton from Public Park and Recreation Zone to Residential 1 Zone. Rezones 20 Troups Road, Rockbank from Public Use Zone (Service and Utility) to Residential 1 Zone. Rezones MacPherson Park, Coburns Road, Melton from Rural Zone to Public Park and Recreation Zone. Rezones 859-909 Coburns Road from Public Park and Recreation Zone to Rural Zone. (<i>Map amendment</i>)
C13	17 MAY 2001	Insertion of an Incorporated Document detailing conditions relating to the use of land on the south west corner of Greigs Road and Mount Cottrell Road, Melton for extractive industry.
VC12	24 AUG 2001	Makes changes to the SPPF, LPPF, Zones, Overlays, Particular Provisions, Definitions and list of Incorporated documents based on the general review of residential development provisions and the recommendations of the ResCode Advisory Committee. The changes include the introduction of schedules to four residential zones, a Neighbourhood Character Overlay, new residential development provisions in Clauses 54, 55 and 56 for dwellings and subdivision, and transitional arrangements for subdivision, medium-density housing and residential buildings. Corrects an inconsistency between Amendment S74 and the VPP in relation to public open space contributions in subdivision. Clarifies the definition of Trade supplies.
VC13	27 SEPT 2001	Introduces <i>Victorian Code for Broiler Farms</i> as an incorporated document; amends the SPPF and the Rural Zone and introduces a new Particular provision and definition relating to broiler farm; amends the Advertising signs provisions relating to major promotion signs, business logos and street numbers; includes domestic rainwater tanks as exempt buildings and works except in the Heritage Overlay, updates references in the Environmental Audit Overlay to amended sections of the <i>Environment Protection Act 1970</i> , following amendments to that Act; makes corrections to the Residential 1 Zone and Business 1 Zone and updates the Use Guide.
VC14	22 NOV 2001	Makes corrections to the Residential 1 Zone, Clause 54.04 and Clause 55.05.
C21		Rezones part of the land known as Lot 2 on Plan of Subdivision 85207 Volume 8810 Folio 298 and Lot 1 on Plan of Subdivision 88160 Volume 9358 Folio 917 from Public Park and Recreation Zone to Residential 1

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MELTON PLANNING SCHEME

		Zone. Inserts 'Schedule 6 (Taylors Road Estate) to the Development Plan Overlay' (Clause 43.04).
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INFORMATION ONLY



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08/11/2002 \$59

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SCHEDULE B



DB681741X-27-4

INFORMATION ONLY

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08/11/2002 \$59

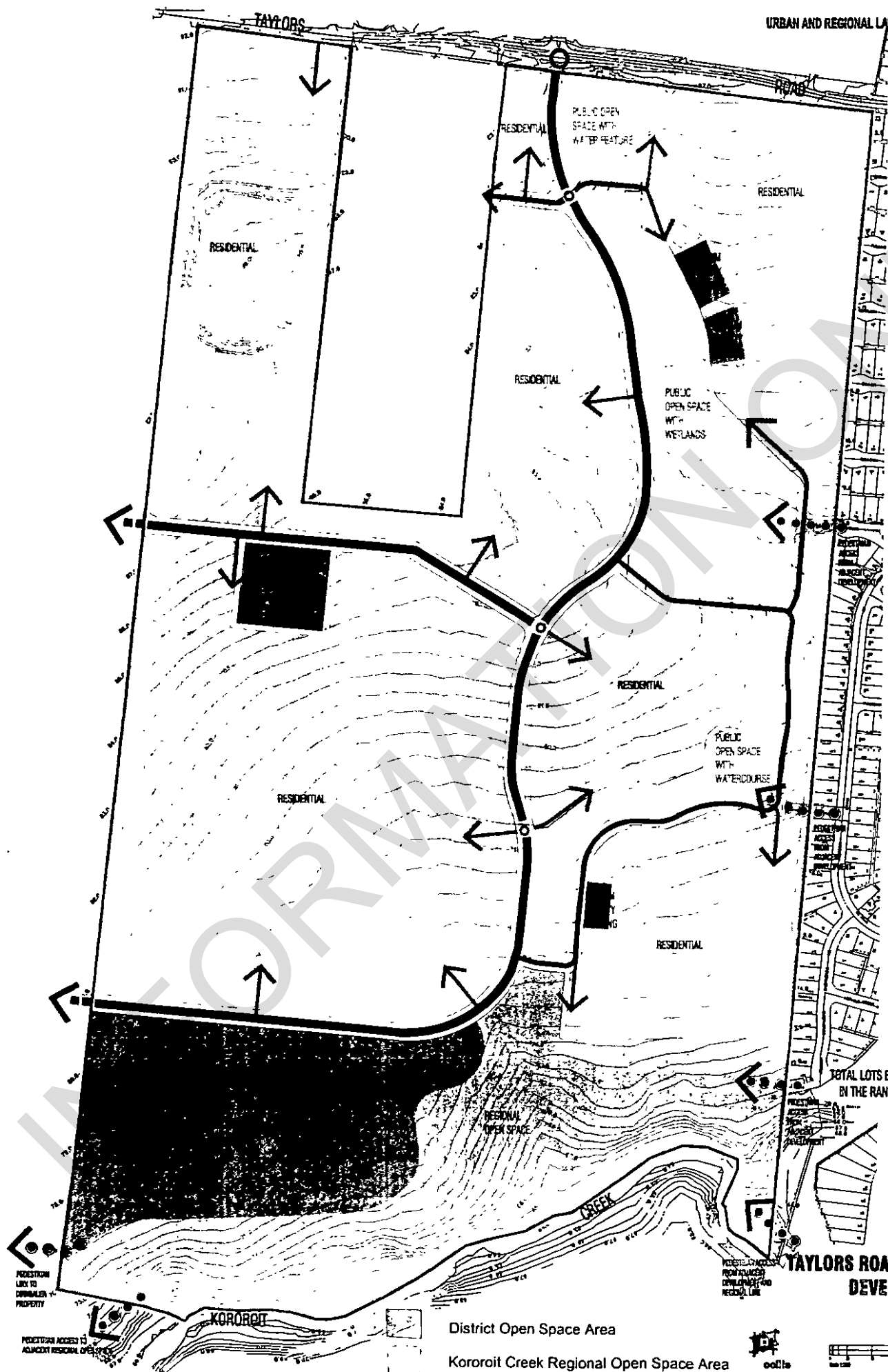
173





DRB681741X-28-8

URBAN AND REGIONAL LAND CORPORATION



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TOTAL LOTS ESTIMATED TO BE IN THE RANGE 1000 TO 1200

TAYLORS ROAD ESTATE DEVELOPMENT PLAN

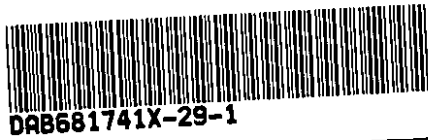
- District Open Space Area
- Kororoit Creek Regional Open Space Area
- North South Open Space Areas



PROVISION LINES TO ADJACENT RESIDENTIAL PROPERTY

PROVISION ACCESS TO ADJACENT RESIDENTIAL OPEN SPACE

PROVISION ACCESS FROM PUBLIC OPEN SPACE TO ADJACENT RESIDENTIAL PROPERTY



SCHEDULE C

Infrastructure Contribution	Timeframe	Value
Duplication of Taylors Road where it abuts Stage 1	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 2	\$M1
Embellishment of North South Open Space within Stage 1	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 2, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$M1
Embellishment of North South Open Space within Stage 2A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 3, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$M1.25
Embellishment of North South Open Space within Stage 6A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 7, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$M1
Embellishment of Kororoit Creek Open Space within Stage 6A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 7, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$200,000
Embellishment of Kororoit Creek Open Space within Stage 8A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 9, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$200,000
Embellishment of Kororoit Creek Open Space within Stage 14A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 15, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$275,000

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Embellishment of District Open Space within Stage 14A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 15, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$460,000
Embellishment of Kororoit Creek Open Space within Stage 15A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 16, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in Stage 17	\$200,000
Embellishment of District Open Space within Stage 15A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 16, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in Stage 17	\$460,000
Provision of at least 5% of the Subject Land as public open space, generally in accordance with the Taylors Road Development Plan to be approved by Council	public open space for each Stage to be provided prior to the issue of a statement of compliance for any subdivision of the relevant Stage	\$M1.8
Pavilion	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 17, or within one year after the issue of a statement of compliance for any subdivision of the land in Stage 15, whichever occurs sooner but subsequent to Council's confirmation of a master plan for the district open space	\$500,000
Duplication of Taylors Road where it abuts Stage 17	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 17	\$500,000



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AB681741X

08/11/2002 \$59

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PROPERTY DETAILS

Address: **2 YELLOWGUM STREET BURNSIDE HEIGHTS 3023**
Lot and Plan Number: **Lot 820 PS527747**
Standard Parcel Identifier (SPI): **820\PS527747**
Local Government Area (Council): **MELTON**
Council Property Number: **495481**
Directory Reference: **Melway 13 A9**

www.melton.vic.gov.au

SITE DIMENSIONS

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

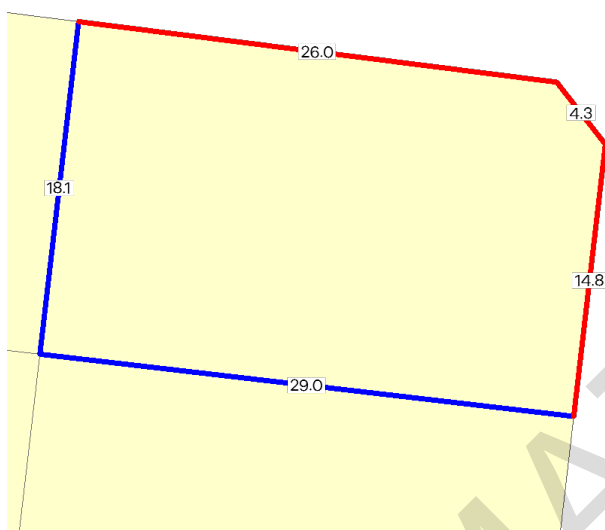
Area: 515 sq. m

Perimeter: 92 m

For this property:

— Site boundaries

— Road frontages



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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **KOROROIT**

PLANNING INFORMATION

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

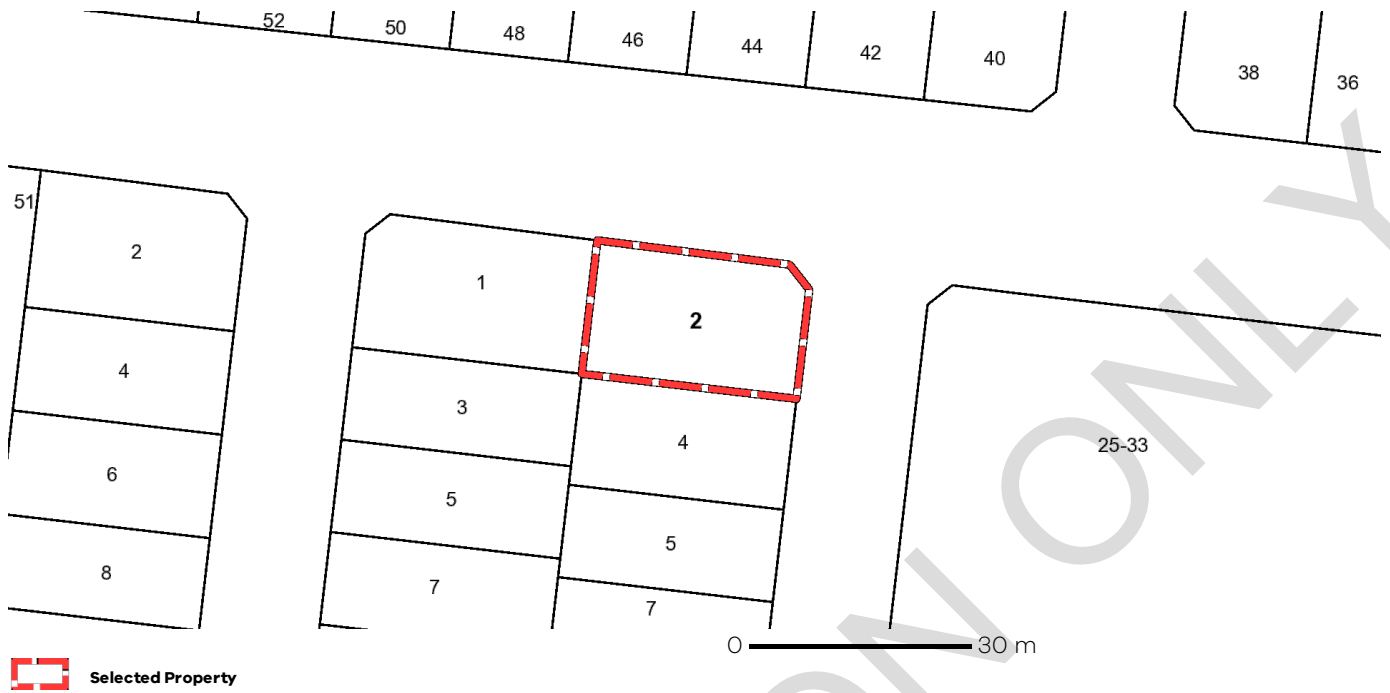
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

From www.planning.vic.gov.au at 29 April 2025 03:28 PM

PROPERTY DETAILS

Address: **2 YELLOWGUM STREET BURNSIDE HEIGHTS 3023**
Lot and Plan Number: **Lot 820 PS527747**
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www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **KOROROIT**

OTHER

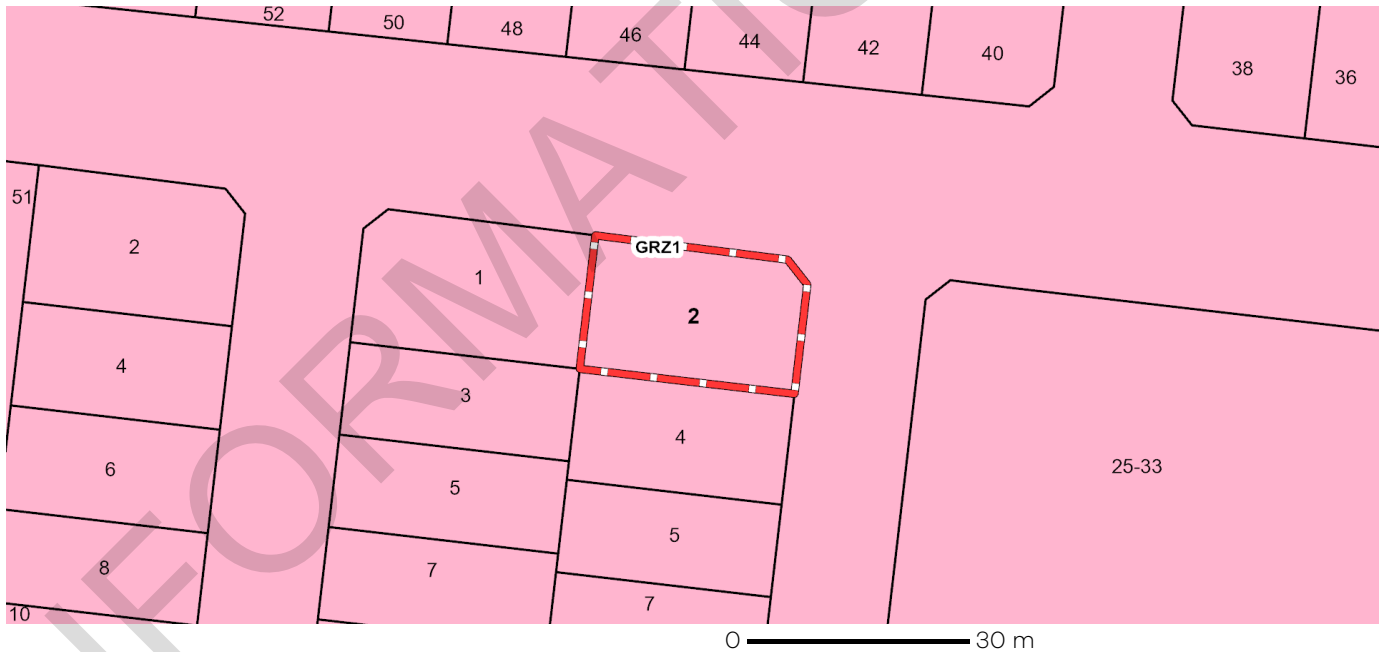
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

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

Further Planning Information

Planning scheme data last updated on 24 April 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

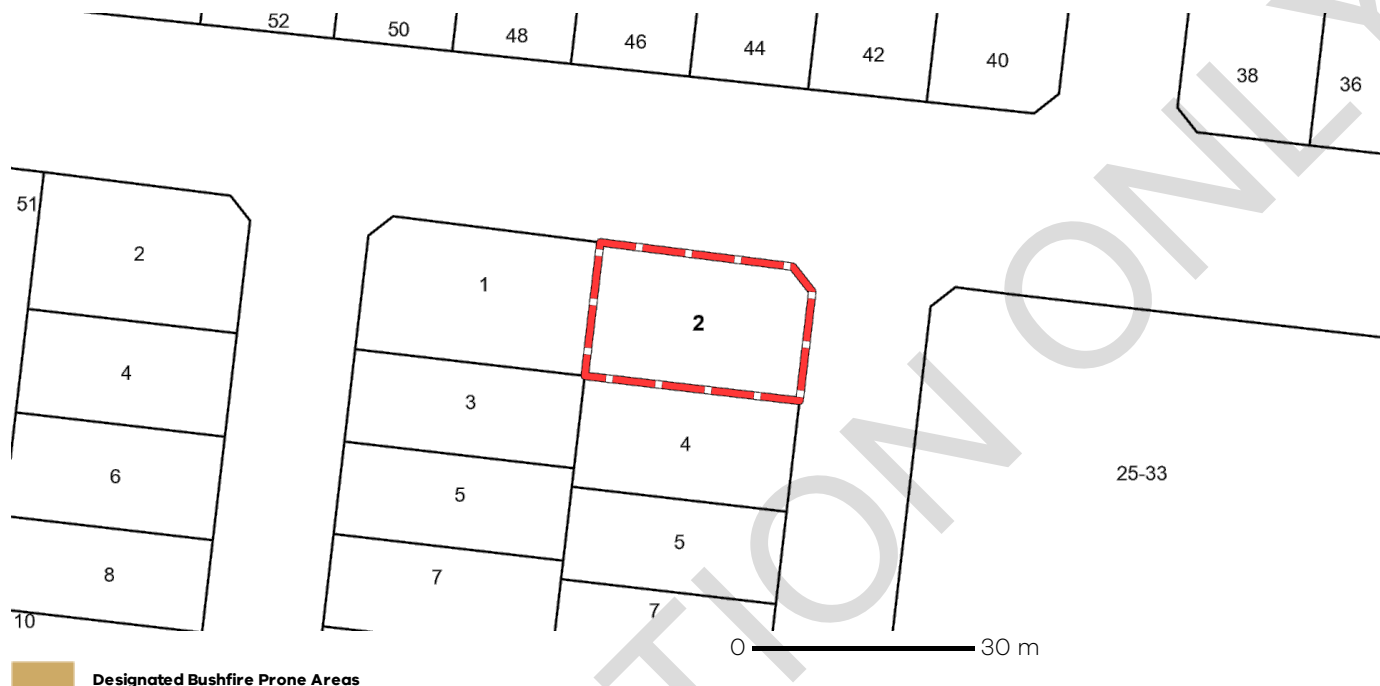
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

3rd Instalment Notice Rates & Charges

for the period 1 July 2024 to 30 June 2025

W: melton.vic.gov.au
E: revenue@melton.vic.gov.au
A.B.N 22 862 073 889

MELTON

Date of Issue: 28/01/2025


H Kaur & H Singh
4 Ranni Place
BONNIE BROOK VIC 3335



024
1029751
DLX4_2833

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

Arrears Amount

Pay this amount
\$619.46

Assessment Number
495481

Due

Not later than
28/02/2025

Property Location 2 Yellowgum Street BURNSIDE HEIGHTS VIC 3023
Description LOT 820 PS 527747E V/F 11060/480

Ward
LAKE CAROLINE

Capital Improved Value \$820,000	Site Value \$435,000	Net Annual Value \$41,000	PRESCRIBED DATE OF VALUATION: 01/01/2024
			EFFECTIVE DATE OF VALUATION: 01/07/2024

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

Third Instalment Amount **\$619.46**

26/2/25 Paid \$619.46
Bendigo Bpay

R -> 163291982

1st Instalment	30/09/2024
2nd Instalment	30/11/2024
3rd Instalment	28/02/2025 \$619.46
4th Instalment	31/05/2025 \$619.46
Total Balance	\$1,238.92

Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of Voters Roll for Council Elections. This information will not be disclosed except as required by law.

 **Payment Reference No.**
001004954812



Billers Code: 1123



melton.vic.gov.au

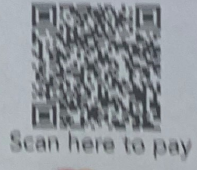


1300 067 479



*330000004954812

ASSESSMENT NUMBER **495481**
RATE PAYER H Kaur & H Singh
PROPERTY LOCATION 2 Yellowgum Street BURNSIDE HEIGHTS VIC 3023



Amount Payable
\$619.46

GO GREEN GO ELECTRONIC

Register now at melton.enotices.com.au

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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