

CONTRACT OF SALE OF REAL ESTATE (Private Sale Terms)

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

Property Address: 23 SHADOW STREET, DEANSIDE VIC 3336

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and
- * Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

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

Print name of person signing:

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

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

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

Print name of person signing..... **NAEL KAREEM NOAH BASRA**.....

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO WEST
Address: 1/240 Caroline Springs Boulevard,
Caroline Springs, VIC 3023
Att: Nathan Hunt
E: sold@rataandco.com.au
M: 0409 853 503

VENDOR

NAEL KAREEM NOAH BASRA
Address:

Tel: Fax: Ref: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

PROPERTY & BUSINESS CONVEYANCING CO.
Address: 833 Pascoe Vale Road, Glenroy, VIC, 3046
Phone: 0422 867 250

Tel: (03) 9811 7073 Fax: (03) 8669 4069 Ref: PS:CON:NKNB-11.24 Email: admin@pbconveyancing.com.au

PURCHASER

Tel: Fax: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

SETTLEMENT (general conditions 17 & 26.2)

Is due on

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.

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:

in which case refer to general condition 5.1.

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

(Only complete the one that applies. Check tenancy agreement/lease before completing details.)

*residential tenancy agreement for a fixed term ending

Or

*periodic residential tenancy agreement determinable by notice

Or

*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 (refer to general condition 20)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

INFORMATION ONLY

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 no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, 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 at the foot 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.
- 13.8 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 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. 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 lodgement 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 lodgement 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 lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement 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 lodgement.

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 lodgement 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 lodgement 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 lodgement 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 lodgement 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 lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION
- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.
27. SERVICE
- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or

- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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.

INFORMATION ONLY

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor (hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY JOINTLY AND SEVERALLY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THE Vendor shall have the fullest 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 the said Contract of Sale on it 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 monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.
- C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
- D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.
- E. THIS Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.
- F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:-

- (a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser;
 - (b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;
 - (c) That the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph (b) of this clause.
- G. Until the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor 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 dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up 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 Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.
- H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.
- I. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- J. THIS Guarantee shall enure for the benefit of the Vendor and its successors and transferees.
- K. FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale 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 said Contract of Sale.

L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

SCHEDULE

Vendor:

Details as in the Contract of Sale

NAEL KAREEM NOAH BASRA
of 23 SHADOW STREET
DEANSIDE VIC 3335

Purchaser:

Details as in the Contract of Sale

Guarantor:

Name:

Address:

Name:

Address:

Name:

Address:

EXECUTED AS A DEED Dated:

Signed Sealed and Delivered by the)
Guarantor in the presence of:)

.....
Witness Name:
Address of Witness:

Signed Sealed and Delivered by the)
Guarantor in the presence of:)

.....
Witness Name:
Address of Witness:

Signed Sealed and Delivered by the)
Guarantor in the presence of:)

.....
Witness Name:
Address of Witness:

INFORMATION ONLY

VENDOR:
NAEL KAREEM NOAH BASRA

VENDOR'S STATEMENT

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Amendment Act 2014*.

Property Address:
23 SHADOW STREET
DEANSIDE VIC 3335

Prepared by:-
Property & Business Conveyancing Co.
833 Pascoe Vale Road
Glenroy VIC 3046
Tel: (03) 9811 7073
Fax: (03) 8669 4069
Ref: PS:CON:NKNB-11.24

Important Notice to Purchaser

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

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date"), the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to interest payable in accordance with the terms of the Contract:

- all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- interest payable by the Vendor under any existing Mortgage over the Property calculated from the Due Date;
- accommodation expenses necessarily incurred by the Vendor;
- legal costs and expenses as between the Vendor's solicitor and the Vendor; and
- penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

| | | |
|------------------------------|--|--------------------|
| Land | 23 SHADOW STREET, DEANSIDE VIC 3335 | |
| Vendor's name | NAEL KAREEM NOAH BASRA | Date / / |
| Vendor's signature | | |
| Purchaser's name | | Date / / |
| Purchaser's signature | | |

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Are contained in the attached certificate/s.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

| | | |
|--|----|--|
| | To | |
|--|----|--|

Other particulars (including dates and times of payments):

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors' knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

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

Attached.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are connected to the land:

| | | | | |
|---|-------------------------------------|---------------------------------------|-----------------------------------|---|
| Electricity supply <input type="checkbox"/> | Gas supply <input type="checkbox"/> | Water supply <input type="checkbox"/> | Sewerage <input type="checkbox"/> | Telephone services <input type="checkbox"/> |
|---|-------------------------------------|---------------------------------------|-----------------------------------|---|

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

| |
|--|
| |
|--|

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.

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

Page 1 of 1

VOLUME 12310 FOLIO 782

Security no : 124133786852M
Produced 15/04/2026 05:44 AM

LAND DESCRIPTION

Lot 620 on Plan of Subdivision 837655F.
PARENT TITLE Volume 12303 Folio 698
Created by instrument PS837655F 10/06/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NAEL KAREEM NOAH BASRA of 23 SHADOW STREET DEANSIDE VIC 3335
AU589085F 16/07/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW765685G 26/04/2023
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS837655F 10/06/2021

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.

DIAGRAM LOCATION

SEE PS837655F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 23 SHADOW STREET DEANSIDE VIC 3336

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 26/04/2023

DOCUMENT END



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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| | | | |
|----------------------|------------------------|----------------|-----------|
| Status | Registered | Dealing Number | AU589085F |
| Date and Time Lodged | 16/07/2021 05:20:28 PM | | |

Lodger Details

| | |
|-------------|---|
| Lodger Code | 16165A |
| Name | AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | |

TRANSFER

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

Privacy Collection Statement

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

Land Title Reference

12310/782

Transferor(s)

| | |
|---------------|----------|
| Given Name(s) | EMMANUEL |
| Family Name | SANT |

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 382000.00

Transferee(s)

| | |
|-----------------------------|------------------|
| Tenancy (inc. share) | Sole Proprietor |
| Given Name(s) | NAEL KAREEM NOAH |
| Family Name | BASRA |
| Address | |
| Street Number | 23 |
| Street Name | SHADOW |
| Street Type | STREET |



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

| | |
|----------|----------|
| Locality | DEANSIDE |
| State | VIC |
| Postcode | 3335 |

Duty Transaction ID
5169561

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

| | |
|-----------------------|-------------------------------|
| Executed on behalf of | EMMANUEL SANT |
| Signer Name | MICHAEL MAMMEN |
| Signer Organisation | HWL EBSWORTH LAWYERS |
| Signer Role | AUSTRALIAN LEGAL PRACTITIONER |
| Execution Date | 16 JULY 2021 |

Execution

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

| | |
|-----------------------|--------------------------------------|
| Executed on behalf of | NAEL KAREEM NOAH BASRA |
| Signer Name | PAUL SHABA |
| Signer Organisation | PROPERTY & BUSINESS CONVEYANCING CO. |
| Signer Role | CONVEYANCING PRACTICE |
| Execution Date | 16 JULY 2021 |

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet


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

| | |
|---|-------------------------|
| Document Type | Plan |
| Document Identification | PS837655F |
| Number of Pages (excluding this cover sheet) | 7 |
| Document Assembled | 02/11/2024 16:48 |

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The document is invalid if this cover sheet is removed or altered.

| | | | | |
|---|--|----------------------|--|---|
| PLAN OF SUBDIVISION | | | LUV USE ONLY EDITION 1 | PLAN NUMBER PS837655F |
| LOCATION OF LAND | | | Council Name: Melton City Council Council Reference Number: Sub5608 Planning Permit Reference: PS2017/5690 SPEAR Reference Number: S156457T | |
| PARISH: DERRIMUT TOWNSHIP: - SECTION: 26 CROWN ALLOTMENT: B (PART) & C (PART) CROWN PORTION: - TITLE REFERENCES: Vol. 12303 Fol. 698 LAST PLAN REFERENCE/S: PS833845W (LOT X) POSTAL ADDRESS: HALCYON ROAD (At time of subdivision) DEANSIDE 3336 MGA94 Co-ordinates E 297 170 (of approx centre of land in plan) N 5 821 030 ZONE 55 | | | Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 30/09/2020 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Geraldine Addicott for Melton City Council on 19/04/2021 Statement of Compliance issued: 01/06/2021 | |
| VESTING OF ROADS AND/OR RESERVES | | | NOTATIONS | |
| IDENTIFIER | COUNCIL/BODY/PERSON | | LOTS 1 TO 600 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 7 FOR FURTHER DETAILS. PT DENOTES PART. LOT Z IS IN 2 PARTS. OTHER PURPOSES OF THE PLAN: REMOVAL OF SEWERAGE EASEMENT E-8 ON PS833845W AS AFFECTS KOVIL LANE AND LOT Z ON THIS PLAN. REMOVAL OF DRAINAGE AND SEWERAGE EASEMENT E-9 ON PS833845W AS AFFECTS KOVIL LANE ON THIS PLAN. REMOVAL OF WATER SUPPLY EASEMENT E-12 ON PS833845W AS AFFECTS HALCYON ROAD ON THIS PLAN. GROUND FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988. | |
| ROAD R1 | MELTON CITY COUNCIL | | | |
| NOTATIONS | | | | |
| DEPTH LIMITATION DOES NOT APPLY STAGING This is/is not a staged subdivision. Planning permit No. SURVEY. THIS PLAN IS/ IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM134 (MARIBYRNONG) AND PM100, PM157, PM196 & PM335 (DERRIMUT) PROCLAIMED SURVEY AREA: DEANSIDE VILLAGE 6 1.956ha | | | | |
| | | | 40 LOTS | |
| 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 | POWERLINE | SEE PLAN | LP149082E (SECTION 103 ^B OF THE S.E.C. ACT 1958) | STATE ELECTRICITY COMMISSION OF VICTORIA |
| E-2 | DISTRIBUTION / OR TRANSMISSION OF GAS SEWERAGE | SEE PLAN SEE PLAN | INST. AT461986M INST. AT461933K | AUSNET GAS SERVICES PTY LTD WESTERN REGION WATER CORPORATION |
| SEE SHEET 2 FOR CONTINUATION | | | | |
|  SMEC Member of the Surbana Jurong Group | | | SURVEYOR REF: 1790s-06 Digitally signed by: Antony James Wyatt, Licensed Surveyor, Surveyor's Plan Version (C), 20/11/2020, SPEAR Ref: S156457T | |
| | | | ORIGINAL SHEET SIZE: A3 | SHEET 1 OF 7 |
| | | | PLAN REGISTERED TIME: 12.16 PM DATE: 10/06/2021 RHills Assistant Registrar of Titles | |

PLAN OF SUBDIVISION

PLAN NUMBER
PS837655F

| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
|--------------------|--|----------------------|--|---|
| E-3 | SEWERAGE | SEE PLAN | INST. AT461933K | WESTERN REGION WATER CORPORATION |
| E-4 | SEWERAGE | SEE PLAN | PS833838T | WESTERN REGION WATER CORPORATION |
| E-5 | DRAINAGE | SEE PLAN | PS833838T | MELTON CITY COUNCIL |
| E-6 | DRAINAGE SEWERAGE | SEE PLAN SEE PLAN | PS833838T PS833838T | MELTON CITY COUNCIL WESTERN REGION WATER CORPORATION |
| E-7 | WATER SUPPLY (THROUGH UNDERGROUND PIPES) | SEE PLAN | PS833838T | WESTERN REGION WATER CORPORATION |
| | DISTRIBUTION AND / OR TRANSMISSION OF GAS | SEE PLAN | PS833838T (SECTION 146 GAS INDUSTRY ACT 2001) | AUSNET GAS SERVICES PTY LTD |
| | POWERLINE | SEE PLAN | PS833838T (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000) | POWERCOR AUSTRALIA LTD |
| | SEWERAGE | SEE PLAN | PS833838T | WESTERN REGION WATER CORPORATION |
| | DRAINAGE | SEE PLAN | PS833838T | MELTON CITY COUNCIL |
| E-8 | SEWERAGE | SEE PLAN | PS833845W | WESTERN REGION WATER CORPORATION |
| E-9 | WATER SUPPLY (THROUGH UNDERGROUND PIPES) | SEE PLAN | PS833845W | WESTERN REGION WATER CORPORATION |
| | DISTRIBUTION AND / OR TRANSMISSION OF GAS | SEE PLAN | PS833845W (SECTION 146 GAS INDUSTRY ACT 2001) | AUSNET GAS SERVICES PTY LTD |
| E-10 | DRAINAGE | SEE PLAN | THIS PLAN | MELTON CITY COUNCIL |
| E-11 | SEWERAGE | SEE PLAN | THIS PLAN | WESTERN REGION WATER CORPORATION |
| E-12 | DRAINAGE | SEE PLAN | PS833845W | MELTON CITY COUNCIL |
| E-13 | DRAINAGE | SEE PLAN | THIS PLAN | MELTON CITY COUNCIL |
| | WATER SUPPLY (THROUGH UNDERGROUND PIPES) | SEE PLAN | THIS PLAN | WESTERN REGION WATER CORPORATION |

1790S-06 VER C.DWG CHS/AA



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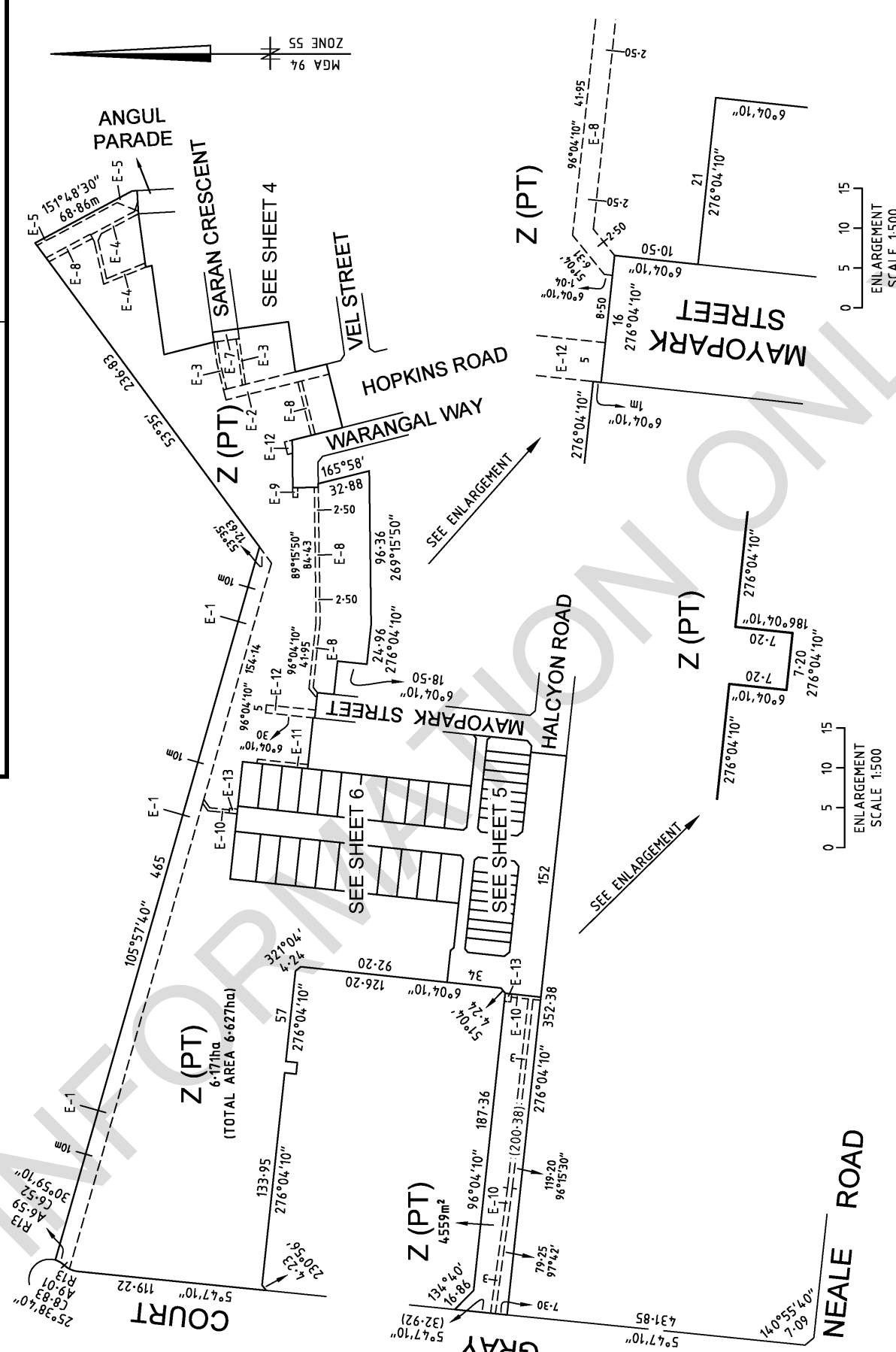
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SHEET 2

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Melton City Council,
19/04/2021,
SPEAR Ref: S156457T

PLAN OF SUBDIVISION

PLAN NUMBER
PS837655F



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|-----------------|--|---------------------------|---------|

Enlargement Scale 1:500

Enlargement Scale 1:500

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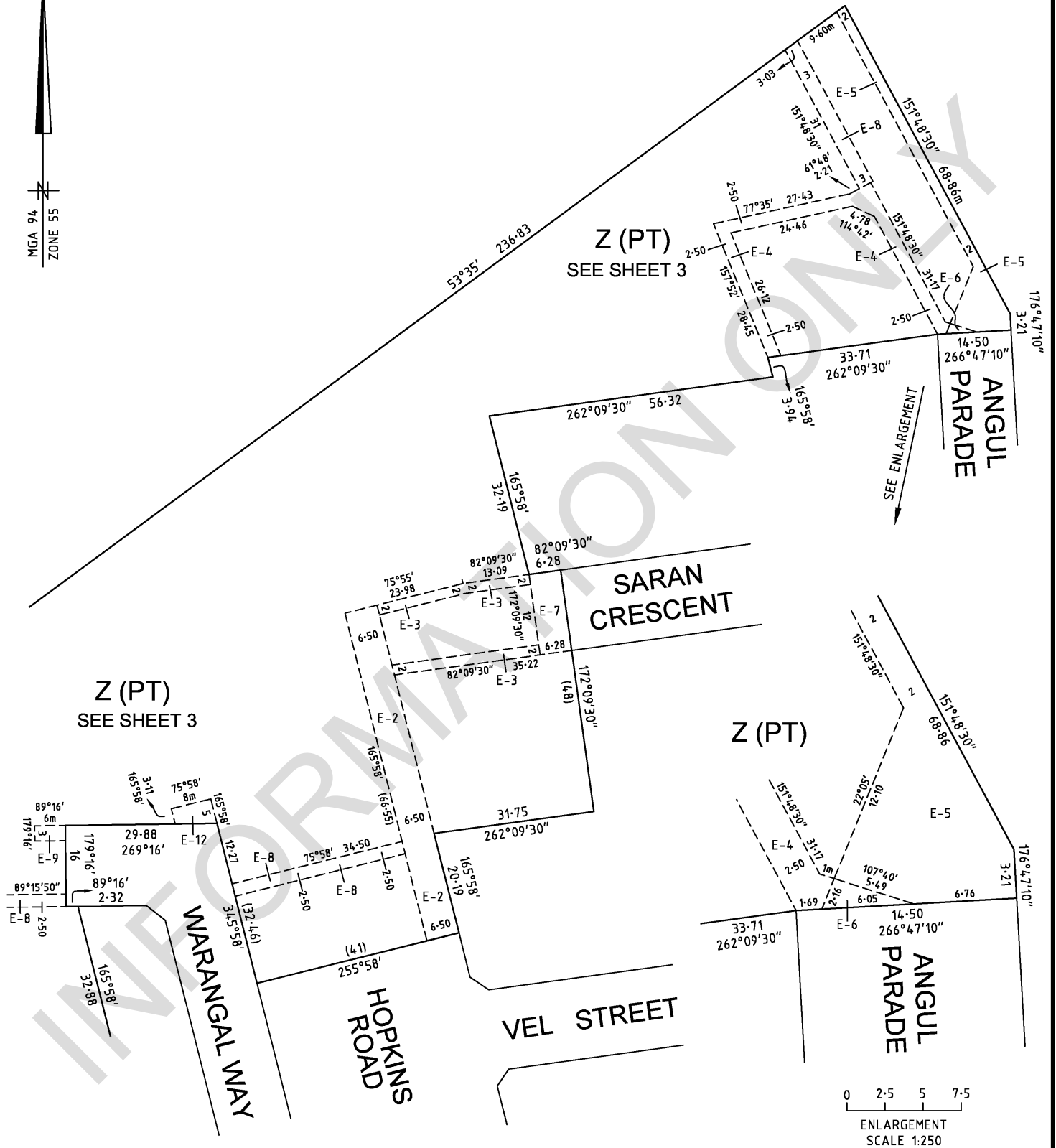
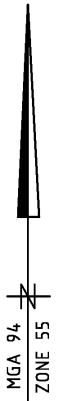
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PLAN OF SUBDIVISION

PLAN NUMBER
PS837655F



1790S-08 VER C.DWG CHS/AA

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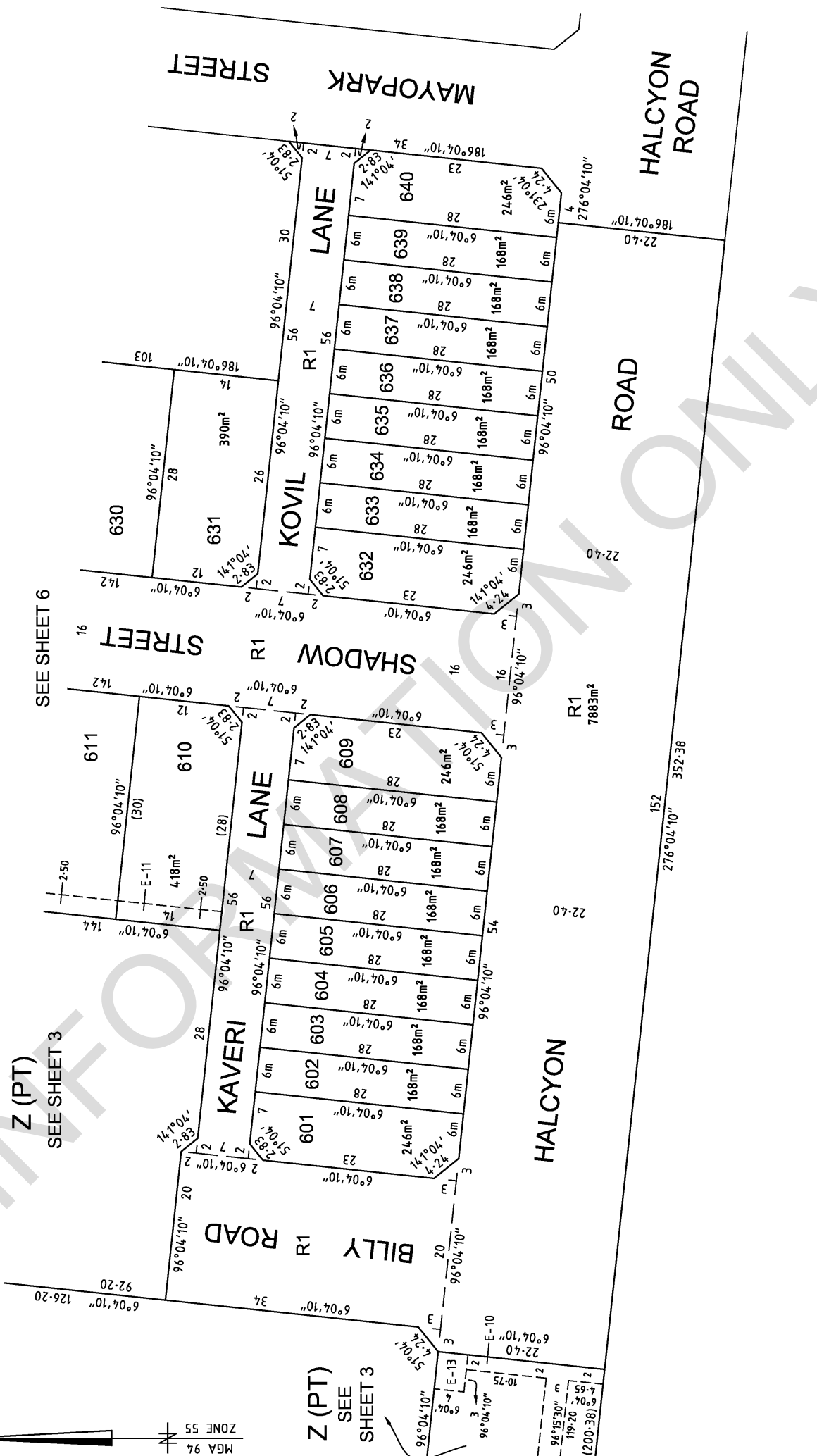
7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

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| | |
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| Digitally signed by: Melton City Council, 19/04/2021, SPEAR Ref: S156457T | |

PLAN OF SUBDIVISION

PLAN NUMBER
PS837655F



Z (PT)
SEE SHEET 3

SEE SHEET 6

Z (PT)
SEE SHEET 3

1790S-06 VER C.DWG CHS/AA



Member of the Surbana Jurong Group REF 1790S-06

SCALE
1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 5

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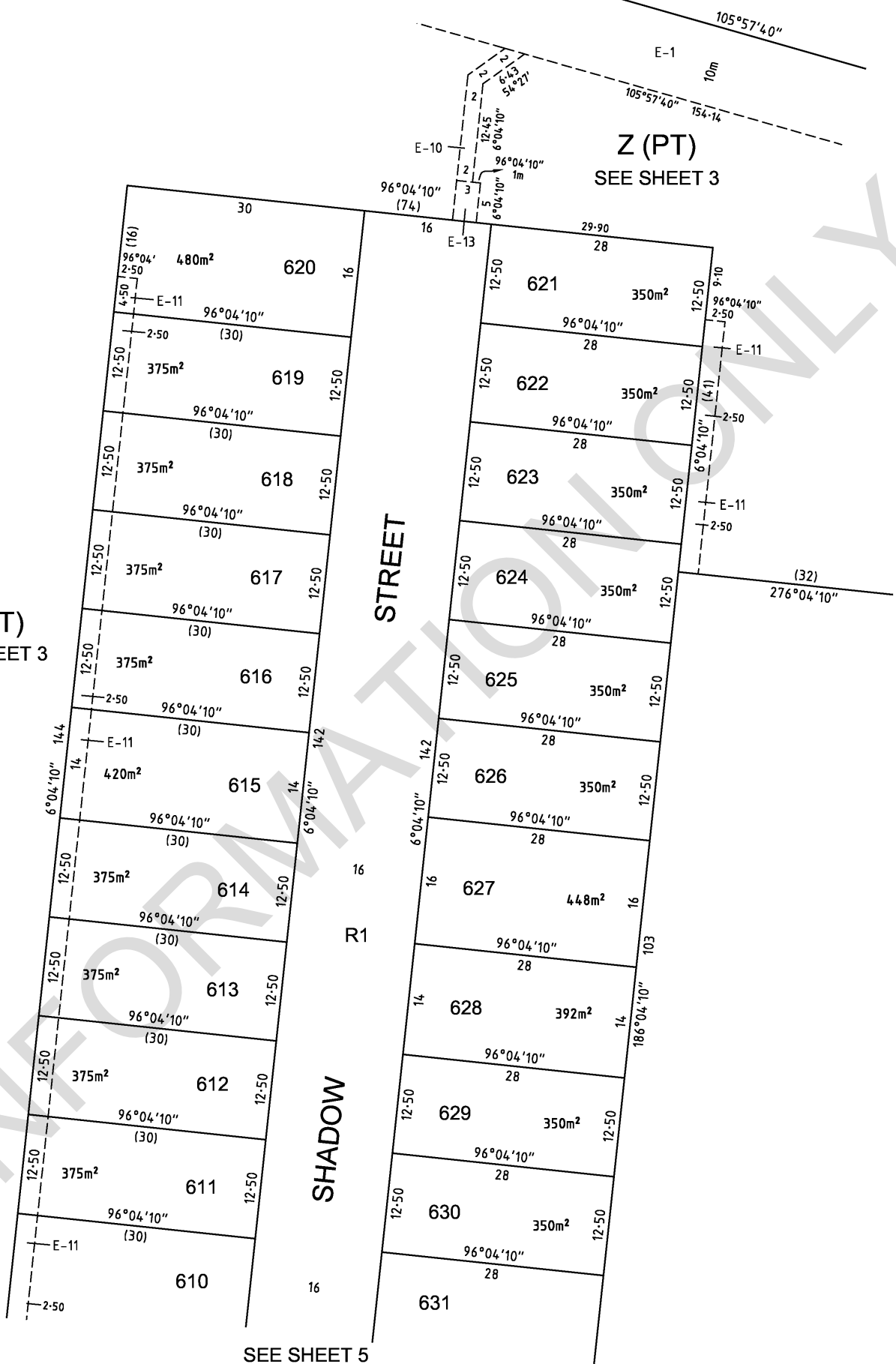
Digitally signed by: Melton City Council, 19/04/2021, SPEAR Ref: S156457T

PLAN OF SUBDIVISION

PLAN NUMBER
PS837655F



Z (PT)
SEE SHEET 3



SEE SHEET 5

1790S-06 VER C.DWG CHS/AA



SMEC

Member of the Surbana Jurong Group REF 1790s-06

SCALE
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SIZE: A3

SHEET 6

Digitally signed by:
Melton City Council,
19/04/2021,
SPEAR Ref: S156457T

PLAN OF SUBDIVISIONPLAN NUMBER
PS837655F**CREATION OF RESTRICTION A**

The following restriction is to be created upon registration of Plan of Subdivision No. PS837655F by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to benefit: Lots 601 to 640 (Both Inclusive)

Lots to be burdened: Lots 601 to 640 (Both Inclusive)

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Construct or allow to be constructed any improvement on any lot:
 - (i) that is not in accordance with Design Guidelines approved under Planning Permit PA2017/5690 unless otherwise approved by the Design Review Panel and Melton City Council; and
 - (ii) without obtaining written approval of the design for that improvement from the Design Review Panel, such approval to be obtained even if the design for that improvement complies with the Design Guidelines.
2. Construct or allow to be constructed any more than one dwelling per lot.

This restriction shall cease to have effect after the date of 01/01/2030.

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision No. PS837655F by way of restrictive covenant and as a restriction defined in the Subdivision Act 1988 (VIC).

Table of burdened and land benefited

| BURDENED LOT No. | BENEFITING LOTS |
|------------------|-----------------|
| 601 | 602 |
| 602 | 601, 603 |
| 603 | 602, 604 |
| 604 | 603, 605 |
| 605 | 604, 606 |
| 606 | 605, 607 |
| 607 | 606, 608 |
| 608 | 607, 609 |
| 609 | 608 |
| 632 | 633 |
| 633 | 632, 634 |
| 634 | 633, 635 |
| 635 | 634, 636 |
| 636 | 635, 637 |
| 637 | 636, 638 |
| 638 | 637, 639 |
| 639 | 638, 640 |
| 640 | 639 |

Description of Restriction

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

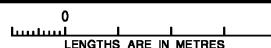
This restriction shall cease to have effect after the issue of a certificate of occupancy for the whole of the dwelling on the burdened lot.

1790S-06 VER C.DWG CHS/AA

**SMEC**

Member of the Surbana Jurong Group REF 1790s-06

SCALE



Digitally signed by: Antony James Wyatt, Licensed Surveyor,
Surveyor's Plan Version (C),
20/11/2020, SPEAR Ref: S156457T

ORIGINAL SHEET
SIZE: A3

SHEET 7

Digitally signed by:
Melton City Council,
19/04/2021,
SPEAR Ref: S156457T

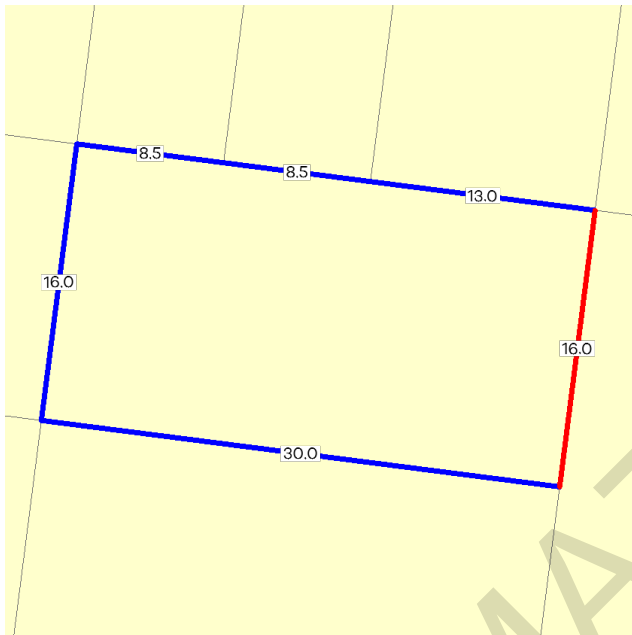
PROPERTY DETAILS

Address: **23 SHADOW STREET DEANSIDE 3336**
Lot and Plan Number: **Lot 620 PS837655**
Standard Parcel Identifier (SPI): **620\PS837655**
Local Government Area (Council): **MELTON**
Council Property Number: **880096**
Directory Reference: **Melway 355 H10**

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: 481 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 be 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 04 November 2024 09:04 AM

PROPERTY DETAILS

Address: **23 SHADOW STREET DEANSIDE 3336**
 Lot and Plan Number: **Lot 620 PS837655**
 Standard Parcel Identifier (SPI): **620\PS837655**
 Local Government Area (Council): **MELTON**
 Council Property Number: **880096**
 Planning Scheme: **Melton**
 Directory Reference: **Melway 355 H10**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **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](#)

Note

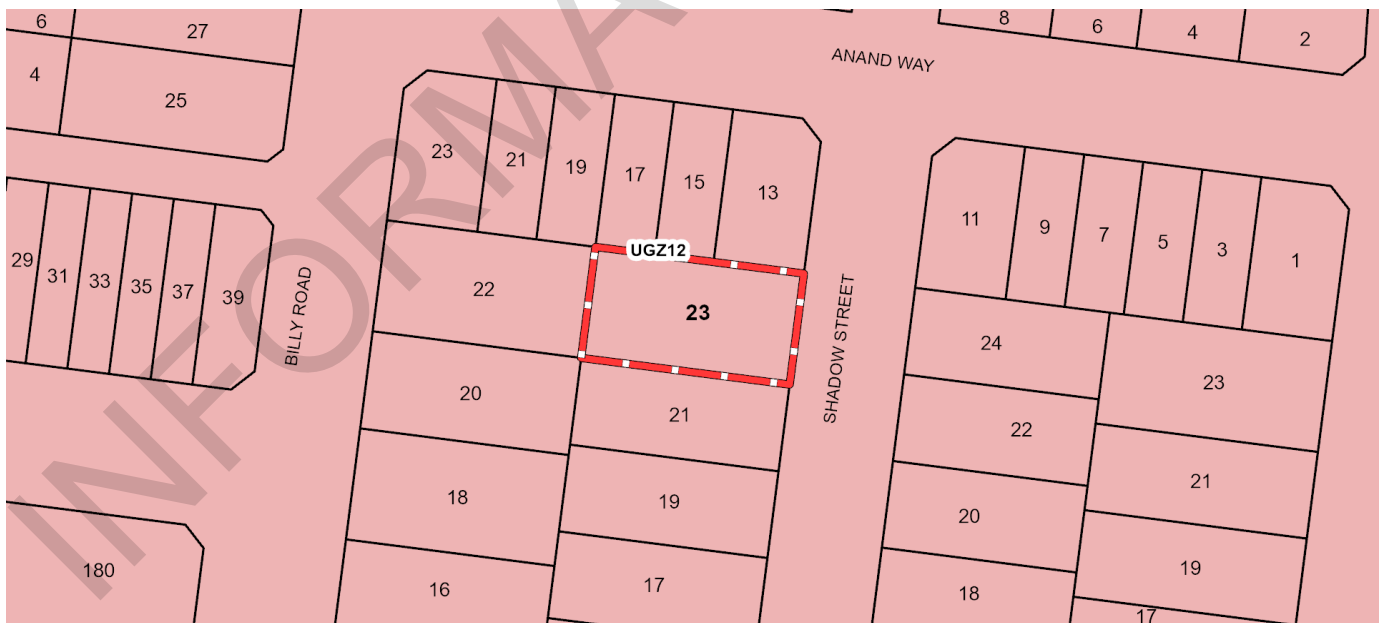
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 12 \(UGZ12\)](#)



UGZ - Urban Growth

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

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

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

Planning Overlay

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)



 **ICO - Infrastructure Contributions Overlay**

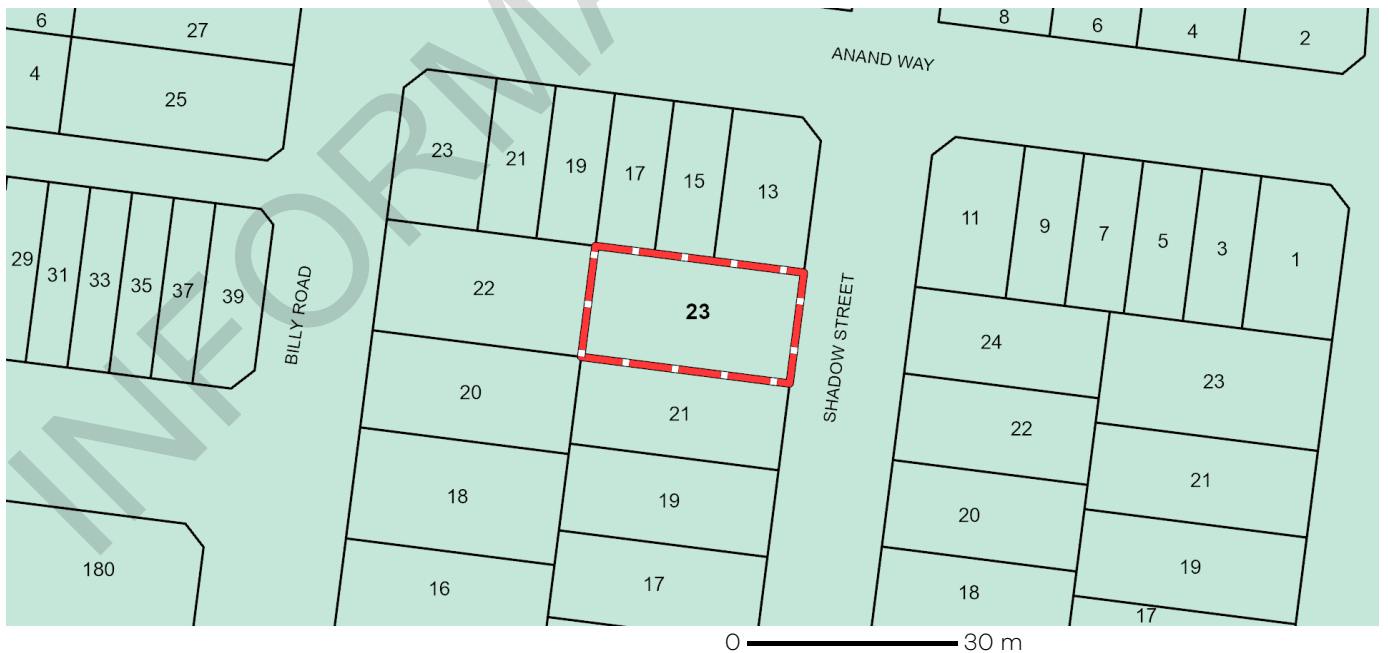
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](http://www.vic.gov.au/victorian-planning-authority)



 **Land added to the UGB since 2005**

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Melbourne Strategic Assessment

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



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

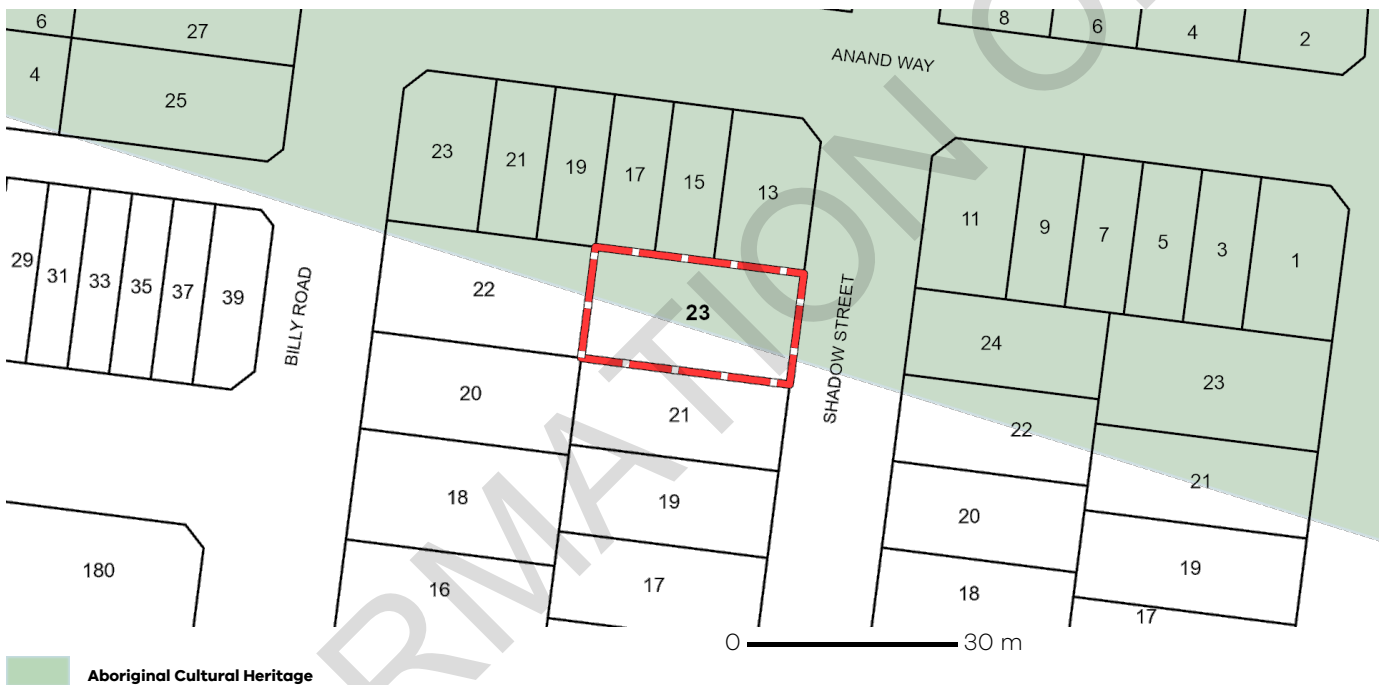
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



 Aboriginal Cultural Heritage

Further Planning Information

Planning scheme data last updated on 30 October 2024.

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>.

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
Project Number: 20211931

OCCUPANCY PERMIT
For Building Permit No. CBS-U 66127/5612775150592

Property Details

Address: 23 Shadow Street, Deanside Vic 3336
Lot: 620
CA: B (PART) & C (PART)
Municipality: Melton City Council
LP/PS: 837655F
Volume: 12310
Parish: Derrimut
Section: 26
Folio: 782
County: n/a

Building permit details

Building permit number: CBS-U 66127/5612775150592
Version of BCA applicable to building permit: BCA Vol.2 2019

Building Details

Part of building to which permit applies: Entire - Dwelling & Garage
Permitted Use: Residential
BCA Class of building: 1a(a), 10a
Maximum Permissible Floor Live Load: Dwelling Floor 1.5 kPa & Roof 0.25 kPa
Garage Floor 2.5 kPa & Roof 0.25 kPa
Storeys contained 1

Reporting Authority

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

| Matter Reported On | Regulation | Reporting Authority |
|--------------------------|--------------------|---------------------|
| Legal Point of Discharge | Regulation 133 (2) | Melton City Council |

Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Pre-Slab Inspection 28/10/2021
Slab-Steel Inspection 03/11/2021
Frame Inspection 31/05/2022
Final Inspection 20/12/2022

Relevant Building Surveyor:

Name: **Oktay Ozelik**
Address: **824 Pascoe Vale Road, GLENROY VIC 3046**
Email: admin@opesbs.com.au
Building practitioner registration no.: **BS-L 72286**
Municipal district name: **Melton City Council**
Certificate no.: **CBS-U 66127/5612775150592 - Occupancy Permit**
Date of issue: **20 December 2022**
Date of final inspection: **20 December 2022**
Signature:





OPES - 23 SHADOW STREET DEANSIDE VIC 3336 - SITING

18 Nov 2022

CERTIFICATE OF COMPLIANCE FOR BUILDING WORK

Building Act 1993 - Section 238(1)(b) - Building Regulations 2018 Regulation 126

Issued to: Relevant Building Surveyor/MBS

Building Inspector

Name of RBS:OPES Permits PTY LTD - CBS-U 66127

Name:Jeanette Gage

Address:Level 1 Suite 10, 785 Pascoe Vale Road, Glenroy
 Victoria, 3046 Australia

Address:57 Ellimatta Road

Phone No:0400 854 675

Email Address:rg@opesbs.com.au

This certificate is issued in relation to the building work at:

Address of the building/allotment:OPES - 23 SHADOW STREET DEANSIDE VIC 3336

Nature of building works: new building extension alteration change of use demolition removal re-erection of a building swimming pool and child safety barrier Re stumping

Building work inspected to which certificate relates - stage/part of building etc:Construction of a New Single Storey Dwelling & Associated Garage

Description of Building Works Inspected

Siting

BCA - 2019

Type Of Construction:

Building Classification: 10a, 1a(a)

Storeys Contained: 1

Effective Height:

Building permit number/stage:CBS-U 66127/5612775150592 Date of issue:03rd Sep, 2021

INSPECTION RESULT: **APPROVED**

The building work certified by the certificate complies with the following provisions of the Building Act 1993, Building Regulations 2018 or National Construction Code

| Act, Regulation or NCC | Section, Regulation, Part, Performance Requirement or other provision |
|------------------------|---|
| BCA / NCC Volume: 2 | The building permit & approved documentation / plans as provided & approved by the Relevant Building Surveyor. Building Permit Reference No: CBS-U 66127/5612775150592 Dated: 03.09.2021 Amended Building Permit 3: 04.11.2022 |

- I inspected the building work referred to above
- I certify that the building work inspected by me complies with the provisions set out above.
- I believe that I hold the required skills, experience & knowledge to issue this certificate and can demonstrate this if requested to do so.

| Inspection Date & Time | Inspected by | Registration Number | Signature |
|------------------------|---------------|--|-----------|
| 14th Nov, 202202:49pm | Jeanette Gage | Building Inspector IN-U 44179 (no restrictions) | |

Domestic Building Insurance

Certificate of Insurance

Nael K N Basra
**31 Foleys Rd
DEER PARK
VIC 3023**

Policy Number:

C633177

Policy Inception Date:

13/08/2021

Builder Account Number:

372557

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

Policy Schedule Details

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

At the property: **23 Shadow St DEANSIDE VIC 3336 Australia**

Carried out by the builder: **ABIR ALI**

Builder ABN: **34564530736**

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

For the building owner(s): **Nael K N Basra**

Pursuant to a domestic building contract dated: **19/04/2021**

For the contract price of: **\$ 350,000.00**

Type of Cover: **Cover is only provided if ABIR ALI has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

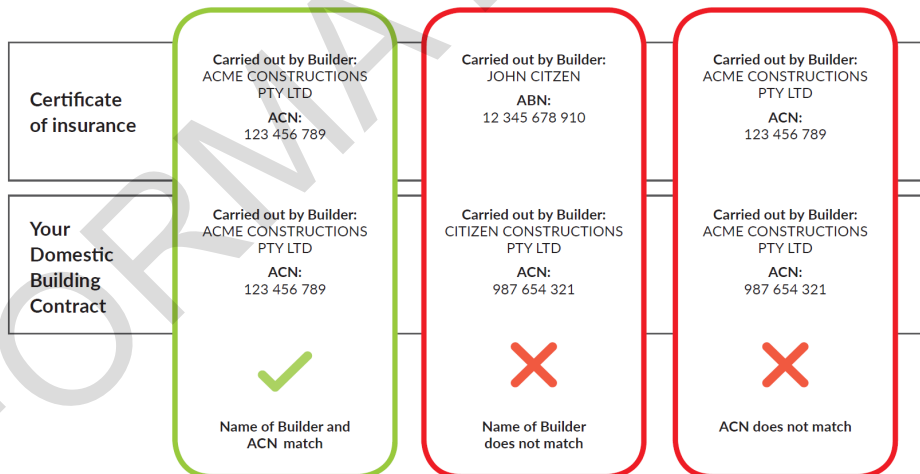
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

| | |
|-------------------|-------------------|
| Base DBI Premium: | \$1,645.00 |
| GST: | \$164.50 |
| Stamp Duty: | \$180.95 |
| Total: | \$1,990.45 |

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

Below are some example of what to look for



3rd Instalment Notice Rates & Charges

For the period 1 July 2025 to 30 June 2026

2025/2026

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



A.B.N 22 862 073 889

Date of Issue: 27/01/2026

N K Basra
23 Shadow Street
DEANSIDE VIC 3336

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

Assessment Number

880096

Arrears Amount

Due

Pay this amount

\$638.90

Not later than

28/02/2026

Property Location 23 Shadow Street DEANSIDE VIC 3336
Description LOT 620 PS 837655F V/F 12310/782

Ward

BULLUM BULLUM

Capital Improved Value
\$840,000

Site Value
\$420,000

Net Annual Value
\$42,000

PRESCRIBED DATE OF VALUATION:

01/01/2025

EFFECTIVE DATE OF VALUATION:

01/07/2025

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

Third Instalment Amount

\$638.90

1st Instalment 30/09/2025

2nd Instalment 30/11/2025

3rd Instalment 28/02/2026
\$638.90

4th Instalment 31/05/2026
\$638.90

Total Balance

\$1,277.80

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



Payment
Reference No.
001008800961



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*33000008800961

ASSESSMENT NUMBER **880096**

RATE PAYER N K Basra

PROPERTY LOCATION 23 Shadow Street DEANSIDE VIC 3336



Scan here to pay

Amount Payable

\$638.90



GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

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

B784B9D0CN



MELTON CITY COUNCIL

IMPORTANT INFORMATION REGARDING RATES AND CHARGES

Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Emergency Services and Volunteer Fund.

Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

(i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;

(ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;

The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

NOTE: Lodging an appeal or objection does not prevent recovery of rates, charges and Emergency Services and Volunteer Fund. Interest will still be charged on overdue amounts.

Emergency Services and Volunteers Fund

The owner(s) of rateable land under the Emergency Services and Volunteers Fund Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Emergency Services and Volunteers Fund can also apply for a waiver or deferral. Further information is available at sro.vic.gov.au/esvf

Are you a pensioner?

Council offers rates assistance for pensioners of \$90.00 in addition to a \$266.00 (maximum) State Government rebate and \$50.00 fixed rebate for the Emergency Services and Volunteer Fund. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). **Health Care and Senior cards are ineligible**

Change of address/ownership

The property owner must notify Council in **writing** of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Emergency Services and Volunteer Fund or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.








| | | |
|--------------------------------------|-----------|--|
| General Rate | 0.0021158 | |
| Vacant Land | 0.0035969 | |
| Extractive Industry Land | 0.0060935 | |
| Commercial/Industrial Developed Land | 0.0033853 | |
| Commercial/Industrial Vacant Land | 0.0047606 | |
| Retirement Village Land | 0.0017984 | |
| Rural Living Land | 0.0019042 | |
| Rural Land | 0.0015234 | |
| Urban Growth Land | 0.0016926 | |

Rate cap

Council has complied with the Victorian Government's rates cap of 3 per cent. The cap applies to the average annual increase of rates and charges. The rate and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

PAYMENT METHODS

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





Tax Invoice #4468884 (ABN 70 066 902 467)
Issued 19 March 2024
36 Macedon Street Sunbury Victoria 3429

gww.com.au

Call 13 44 99

Faults & Emergencies (24 hours)
Account queries (Mon-Fri 8.30am-5.00pm)

SMS 0480 015 200 - account queries only

N K N Basra
23 Shadow St
DEANSIDE VIC 3336

Account Number
16-4656-1150-01-7

Amount Due
\$ 517.31

Pay by
9 April 2024

Next Reading: June 2024

Service Address: 23 Shadow St, Deanside VIC 3336

| | |
|--|-----------------|
| Opening Balance | \$456.70 |
| Payment received on 10 Jan 2024 | \$456.70 CR |
| Balance | \$0.00 |
| Greater Western Water - Current Charges | |
| Drinking Water Usage Charge | \$301.24 |
| Water Service Network Charge | \$51.31 |
| Sewerage Service Network Charge | \$135.39 |
| Melbourne Water - Waterways Charge | \$29.37 |
| Total | \$517.31 |
| Total Amount Due | \$517.31 |

Payment assistance:

We have a number of options available if you're finding it difficult to pay. Call 13 44 99 or visit gww.com.au

To close your account:

Visit gww.com.au to see what you need to do.

Government concession:

Not applied. See over for eligibility.

Your bill experience is changing

We're making some changes so that it's simpler to manage your account online. We're also redesigning your bill so it's easier to read and understand.

To find out more visit gww.com.au/billexperience



WATER USAGE

| Service Number | Meter Number | Previous Date | Previous Reading | Current Date | Current Reading | Consumption (Kilolitres) |
|----------------|--------------|---------------|------------------|--------------|-----------------|--------------------------|
| MS288375 | 22GW000926 | 14/12/23 | 270 | 14/03/24 | 372 | 102.000kL |

USAGE CALCULATION for 14/12/23 to 14/03/24 (91 days)

| Daily Calculation* | Your Usage | Amount |
|------------------------|------------------------|----------|
| Tier 1 (0-440 L/day) | 40.040kL @ \$2.3071/kL | \$92.38 |
| Tier 2 (441-880 L/day) | 40.040kL @ \$3.0611/kL | \$122.57 |
| Tier 3 (881+ L/day) | 21.920kL @ \$3.9364/kL | \$86.29 |
| | ----- | ----- |
| | 102.000kL | \$301.24 |

*Tier tariffs: adjusted according to the days in your reading period & applied on a daily basis.

WATER NETWORK CHARGE

| Service No. | Size | Date From | Date To | Days | Rate | Amount |
|-------------|------|-----------|----------|------|--------------------|---------|
| MS288375 | 20mm | 01/01/24 | 31/03/24 | 91 | @ \$0.5638 per day | \$51.31 |

SEWERAGE NETWORK CHARGE

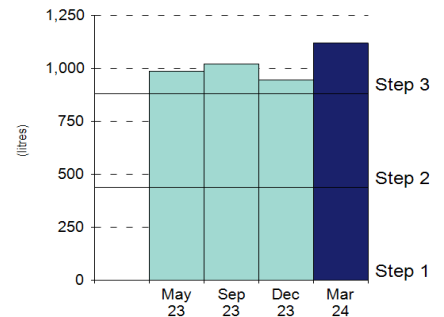
| Service No. | Date From | Date To | Days | Rate | Amount |
|-------------|-----------|----------|------|--------------------|----------|
| MS288375 | 01/01/24 | 31/03/24 | 91 | @ \$1.4878 per day | \$135.39 |

WATERWAYS CHARGE - CHARGED ON BEHALF OF MELBOURNE WATER

| Service No. | Date From | Date To | Days | Rate | Amount |
|-------------|-----------|----------|------|--------------------|---------|
| MWS257424 | 01/01/24 | 31/03/24 | 91 | @ \$0.3228 per day | \$29.37 |

Information:

- The Privacy and Data Protection Act 2014 (Vic) and our Privacy Charter explain how Greater Western Water collects and handles your personal information. Visit gww.com.au for a copy.
- Interpreter Service: Call (03) 9313 8989.
- National Relay Service: TTY users phone 133 677 then ask for 13 44 99.
- Waterways and drainage charge**
You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live. Learn more at melbournewater.com.au/wwdc
- Do you hold a current Health Care, Pension Concession or Gold Card?
If so, you might be eligible for a concession on your account.

Average daily usage in litres

Average use (last year): 986 L/day

Average use (this bill): 1120 L/day

Average daily cost (this bill): \$5.68 per day

T:458 - 15122023

**Direct Debit**

To apply, call 13 44 99 or visit gww.com.au

**Credit card**

Visit gww.com.au or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Telephone & Internet Banking - BPAY®

Bill Code: 757955
Ref: 1646 5611 5001 7

Contact your bank, or financial institution to pay via your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

® Registered to BPAY Pty Ltd ABN 69 079 137 518

**Telephone, internet and in-store payments**

Billpay Code: 0131
Ref: 1646 5611 5001 7

Pay in person at any Post Office, by phone on 13 18 16, or go to postbillpay.com.au

My Water

Manage your account and make credit card payments at my.westernwater.com.au

Centrepay

Make regular deductions from your Centrelink payments. Call 13 44 99 or visit Centrelink.gov.au.
Greater Western Water Ref: 555-054-071-L
Your Account No: 1646561150017

Account Number
16-4656-1150-01-7

Amount Due
\$ 517.31

Pay by
09 April 2024



*131 01646561150017

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.