



**Sargeants** Est. 1978  
Caroline Springs

# CONTRACT OF SALE

Vasily Voronkov

Property:

49 Cherish Street FRASER RISE VIC 3336

PO Box 3442  
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201  
Email: [cristina@sargeantscs.com.au](mailto:cristina@sargeantscs.com.au)

Ref: 26/6810

# CONTRACT OF SALE OF REAL ESTATE

Property Address: 49 Cherish Street FRASER RISE 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 that order of priority.

## SIGNING OF THIS CONTRACT

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

### NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract for sale and the day on which you become the registered proprietor.

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

- a copy of the 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*
- full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing: .....

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

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

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

Print name of person signing.....

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

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

## 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  
CAROLINE SPRINGS VIC 3023

Tel: 9465 7766      Fax:      Ref: Nathan Hunt      Email: sold@rataandco.com.au

**VENDOR**

**Vasily Voronkov  
Of**

Ref:      Email:

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

Sargeants Conveyancing  
of PO Box 3442  
**Caroline Springs 3023**

Tel: 03 9307 8201      Ref: 26/6810      Email: admin@sargeantscs.com.au

**PURCHASER**

**Of**

Tel:      Ref:      Email:

**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

Tel:      Fax:      Ref:      Email:

**LAND**

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
12322 / 776	322	PS 833944U

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement.

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS**

49 Cherish Street Fraser Rise Vic 3336

**GOODS SOLD WITH LAND**

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

**PAYMENT**

Price      \$

Deposit      \$ \_\_\_\_\_ by      (of which      has been paid)

Balance      \$      payable at settlement  
=====

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

**GST** (refer to general condition 19)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

**SETTLEMENT**

Is due on

Or earlier by agreement

**LEASE**

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: As attached

**TERMS CONTRACT**

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

**LOAN**

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

Lender:

Loan amount:

Approval date:

**BUILDING REPORT**

General condition 21 applies only if the box is checked

**PEST REPORT**

General condition 22 applies only if the box is checked

**SPECIAL CONDITIONS**

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

## Contract of Sale of Land - General Conditions

### CONTRACT SIGNING

#### 1 ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

### TITLE

#### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

## **7. IDENTITY OF THE LAND**

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

7.2 The purchaser may not:

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

## **8. SERVICES**

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

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

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

## **11. RELEASE OF SECURITY INTEREST**

11.1 This general condition applies if any part of the property is subject to a security interest to which the

*Personal Property Securities Act 2009 (Cth)* applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of

sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

## MONEY

### 14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

## **17. SETTLEMENT**

17.1 At settlement:

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

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

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

## **18. ELECTRONIC SETTLEMENT**

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or

accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

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

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

## 19. GST

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

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

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

19.7 In this general condition:

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

## **20. LOAN**

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

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

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

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

## **21. BUILDING REPORT**

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

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

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

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

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

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

## **22. PEST REPORT**

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

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

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

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

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

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

## **23. ADJUSTMENTS**

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

#### **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

(e) any other provision in this contract to the contrary.

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

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

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

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

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

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

25.10 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.

INFORMATION ONLY

## THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

### 1. WARRANTIES AND EXCLUSIONS

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

### 2. INTEREST AND COSTS PAYABLE ON DEFAULT

If the purchaser defaults in payment of any money under this Contract, then interest at the rate of fourteen per cent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$880-00 (inclusive of GST) together with a further sum of \$880-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

If settlement is rescheduled to another day due to the Purchaser, the Purchaser shall pay the Vendor's Solicitor an amount of \$150.00 plus GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

### 3. NON-PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

### 4. ADJUSTMENTS

The purchaser agrees to provide the statement of adjustments no later than 3 business days prior to settlement, and a copy of all certificates obtained by them to complete any adjustments. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to and a fee of \$150 plus GST for any adjustments received outside of this time. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.

### 5. FINANCE

General Condition 20.2 (c) is amended to read "serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendors representative on the due date specified in the Particulars of Sale or any later date allowed by the vendor."

### 6. SOLAR PANELS

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way.

### 7. POOL COMPLIANCE

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so.
2. Arrange a private inspection and obtain a report at his cost;
3. Comply with all the requirements of the report;
4. Arrange any further inspections at his cost; and
5. Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

### 8. HOLIDAY CLOSURES

This Special Condition only applies to contracts where the Settlement Date is chosen (or arises) in the Office Closure Period (as defined below).

Notwithstanding any other provisions in this Contract:-

8.1 It is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day between a Public Holiday and a Weekend (for example, "Melbourne Cup Monday", being the 1<sup>st</sup> Monday in November), and during the period between 18/12/2026 and 13/1/2027 (inclusive as to the above range of dates, and hereafter jointly & severally called the "Office Closure Period"),

8.2 if Settlement of this Contract becomes due, or is already stated in this Contract to be due in the Office

Closure Period, then it is agreed that Settlement of this Contract shall be due and effected on the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, Settlement of this Contract shall be due and effected on Wednesday 14<sup>th</sup> January, 2026;

8.3 The Purchaser and/or their Conveyancers/legal Representative may not issue a Default Notice upon the Vendor during the Office Closure Period and if the Purchaser does do so, the period to remedy the Default stated therein is agreed to be and operate as TWENTY ONE (21) DAYS (notwithstanding any other period stated therein), or in the case of the Christmas and New Year portion of the Office Closure Period THIRTY (30) DAYS (notwithstanding any other period stated therein);

8.4 Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental income or outgoings by virtue of Settlement falling into the next Calendar Year.

#### 9. LAND TAX

Land tax is not an adjustable item under General Condition 23.

#### 10. PEST & BUILDING INSPECTIONS

General Conditions 21.2 and 22.2 are amended to read "the purchaser may end this contract within 7 days from the day of sale if the purchaser:"

INFORMATION ONLY

## GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the <b>Sole Director / Directors of</b>			<b>ACN</b>

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

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

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

This  Day of  20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of Director (Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of Director (Sign)

Witness

**Residential Withholding Payment Notification**  
**Section 14-255 of the Taxation Administration Act 1953 (Cth)**

Property: 49 Cherish Street FRASER RISE VIC 3336

I/We Vasily Voronkov hereby confirm we have contacted our Accountant and confirm:-  
**(please select the option which applies)**

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision and GST at 1/11<sup>th</sup> (10%) of the contract price will apply at settlement.

Vendors name:

ABN:

Contact number:

Address:

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision. The contract will provide for Margin scheme and GST at 7% of the Contract price will apply at settlement.


Vendors name:

ABN:

Contact number:

Address:

- The above property is either an existing residential premises or vacant land not on a new subdivision or commercial residential premises and therefore the Purchaser is not required to withhold GST.

  
\_\_\_\_\_  
Vasily Voronkov

Date: 27/03/2026

**SECTION 32 STATEMENT  
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: Vasily Voronkov

Property: 49 Cherish Street FRASER RISE VIC 3336

**LAND BEING SOLD**

The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title Volume 12322 Folio 776.

**IMPORTANT NOTICES TO PURCHASER**

The Vendor makes this statement in respect to the land in accordance with Section 32 of the Sale of Land Act 1962.

**PLANNING**

**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.**

**WARNING The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.**

**BUSHFIRE - PRONE AREA**

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the Building Act 1993 unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However, you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

**1. RESTRICTIONS - Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered)**

- 1.1 Easements affecting the property - as set out in the documents attached (if any)
- 1.2 Covenants affecting the property - as set out in the documents attached (if any)
- 1.3 Leases affecting the property - as set out in the documents attached (if any)
- 1.4 Other similar restrictions affecting the property - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, lease or other similar restriction are :-

- None to the Vendor's knowledge

However please note that underground electricity cables water and gas pipes, sewers or drains may be laid outside registered easements.

**2. PLANNING AND ROAD ACCESS - Information concerning any planning instrument – As attached.**

The planning instrument does not prohibit the construction of a dwelling house on the land. There is access to the property by road.

Overlays - Landslip - Vegetation - Mining - or other General information - As attached (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, bush fire or pest infestation.

### **3. OUTGOINGS AND STATUTORY CHARGES**

Information concerning any rates, taxes, charges, or other similar outgoings (including Owners Corporation charges) affecting the land including any rates, charges or outgoings for which the purchaser may become liable as a consequence of the sale and which the vendor might reasonably be expected to have knowledge of:

Their total does not exceed - **\$4,500.00**

(excluding any Water Usage, Sewerage disposal charges or other charges based on a user/pay system)

### **4. FINANCIAL MATTERS**

Particulars of any mortgage (whether registered or unregistered) over the land which is not to be discharged before the purchaser becomes entitled to possession of the land or to the receipt of the rents and profits including the particulars specified in Schedule 1. (There will be no Schedule 1 completed if the property is not being sold subject to a mortgage)

- None

4.2 Particulars of any charge (whether registered or unregistered) over the land imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

- None to the Vendors Knowledge.

### **5. GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

5.1 Is the land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987) and is the land:-

5.11 transferred under the agreement; or

5.12 land on which works are carried out under the agreement; or

5.13 land in respect of which a growth areas infrastructure contribution is imposed.

- Not to the Vendors knowledge.

### **6. SERVICES**

Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

- None to the Vendors knowledge.

The Water supply and Sewerage service connected to the land are of the standard level available in the locality unless specified otherwise.

### **WARNING TO PURCHASER**

It is your (the purchaser's) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether gas and/or sewerage is connected. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services you require.

The vendor makes no representations that any of the services are adequate for the purchaser's proposed use and the purchaser should make his own enquiries.

### **7. BUILDING APPROVALS**

7.2 If there is a residence which was constructed within the preceding 6 years and Section 137B applies to the residence the particulars of the required insurance under that Act applying to that residence are:-

- Not Applicable

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

- Not applicable

NOTE – The property may contain asbestos or inflammable materials.

## 8. **NOTICES**

Particulars of any notice, order, declaration, report, 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.

- 8.1 Affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- 8.2 Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
- 8.3 Particulars of any 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992
- 8.4 Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- 8.5 Notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986
- 8.6 Notice issued by the Environment Protection Authority
- 8.7 Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995
- 8.8 particulars of any notice to acquire served under Section 6 of the Land Acquisition And Compensation Act 1986

- None to the Vendors knowledge save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows: - Not applicable

## 9. **OWNERS CORPORATION**

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

## 10. **INSURANCE**

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

## 11. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

Details of any energy efficient information required to be disclosed regarding a disclosure affected building or disclosure area or 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 facilities including any support facilities; and
- (b) With a net lettable area of at least 2000m<sup>2</sup> (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

**SWIMMING POOLS AND SMOKE ALARMS**

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building regulations 1994 within 30 days after the completion of any contract of sale. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

DATE OF THIS STATEMENT

20

Signature of Vendor .....

I agree that this Section 32 Statement and the documents herewith (including the Search of the Title) must be updated at the expiration of six calendar months from the date of the search of the Title herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants. I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been employed to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, landslip, mining, flooding, fill, latent defects or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, titles, notices or documents including, but without limiting the generality of the forgoing, any information. conditions, titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 196 as amended, the Domestic Building Contracts and Tribunal Act 1995 and/or any other Act or regulations.

**INSURANCE**

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

**COMMON PROPERTY PUBLIC RISK AND RE-INSTATEMENT INSURANCE - (If applicable)**

I the vendor confirm that I am hereby advised that :-

1. I cannot sell a property which is part of a subdivision where there is any common property unless the Owners Corporation has a public liability insurance policy in place as at the day of sale for a sum of at least 10 million dollars and if the land is under the Strata Titles Act or any lot is above or below any common property unless there is collective reinstatement insurance in the name of the Owners Corporation in relation to all the buildings on the plan.

2. If there is common property or it is later determined that there is common property, then there is an Owners Corporation and if the said Owners Corporations public liability insurance and re- instatement insurance is not in place as at the day of sale, the Purchaser may cancel any contract at any time up until the final settlement, even if the said insurance is subsequently arranged.

**PURCHASER'S ACKNOWLEDGMENTS**

The purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the property, the purchaser received from the vendor or the vendor's agent a copy of this Section 32 Statement signed by the Vendor, the Notice, the Particulars of Sale and the Special Conditions herein or attached to the contract and a Due Diligence Checklist.

DATE OF ACKNOWLEDGMENT

20

Signature of Purchaser.....

INFORMATION ONLY

Register Search Statement - Volume 12322 Folio 776

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12322 FOLIO 776

Security no : 124133388636F  
Produced 30/03/2026 03:21 PM

LAND DESCRIPTION

Lot 322 on Plan of Subdivision 833944U.  
PARENT TITLE Volume 12286 Folio 015  
Created by instrument PS833944U 04/08/2021

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
VASILY VORONKOV of 49 CHERISH STREET FRASER RISE VIC 3335  
AU712797L 19/08/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU712798J 19/08/2021  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS833944U 04/08/2021

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.

AGREEMENT Section 173 Planning and Environment Act 1987  
AT727032W 28/10/2020

AGREEMENT Section 173 Planning and Environment Act 1987  
AT831373M 03/12/2020

DIAGRAM LOCATION

SEE PS833944U 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: 49 CHERISH STREET FRASER RISE VIC 3336

ADMINISTRATIVE NOTICES

-----  
NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 19/08/2021

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 30/03/2026, for Order Number 90579423. Your reference: 26/6810 0 Voronkov.**

INFORMATION ONLY

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS833944U</b>	
<b>LOCATION OF LAND</b>  <b>PARISH:</b> MARIBYRNONG <b>TOWNSHIP:</b> — <b>SECTION:</b> B <b>CROWN ALLOTMENT:</b> 4 (PART) <b>CROWN PORTION:</b> — <b>TITLE REFERENCE:</b> VOL. 12286 FOL. 015  <b>LAST PLAN REFERENCE:</b> PS823200D (LOT E) <b>POSTAL ADDRESS:</b> 1152-1174 TAYLORS ROAD (at time of subdivision) FRASER RISE 3336  <b>MGA CO-ORDINATES:</b> E: 297 430 ZONE: 55 (of approx centre of land N: 5823 390 GDA 94 in plan)		Council Name: Melton City Council  Council Reference Number: Sub5467 Planning Permit Reference: PA2018/6004 SPEAR Reference Number: S146526A  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 16/07/2020  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 28/06/2021  <b>Statement of Compliance</b> issued: 26/07/2021		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.  LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTION ON SHEET 6.  <b>OTHER PURPOSES OF PLAN:</b> TO REMOVE THAT PART OF THE DRAINAGE EASEMENT CREATED ON LP219656R AND CONTAINED WITHIN ROAD R1 ON THIS PLAN.  <b>GROUND FOR REMOVAL OF EASEMENT:</b> AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988)		
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3 RESERVE No.4	MELTON CITY COUNCIL POWERCOR AUSTRALIA LIMITED MELTON CITY COUNCIL MELTON CITY COUNCIL POWERCOR AUSTRALIA LIMITED			
<b>NOTATIONS</b>		DEPTH LIMITATION: 15.24m APPLIES  This is a SPEAR plan. <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. PA2018/6004  <b>SURVEY:</b> This plan is based on survey. This survey has been connected to permanent marks No(s). 31 (K), 53 (K) & 134 (M) In Proclaimed Survey Area No. —  Estate: Botania Phase No.: 3 No. of Lots: 69 + Lots F + G PHASE AREA: 3.981ha		
DEPTH LIMITATION: 15.24m APPLIES				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-2 E-3 E-4	DRAINAGE DRAINAGE SEWERAGE POWERLINE	SEE DIAG. SEE DIAG. 2.50 1	LP219656R THIS PLAN THIS PLAN THIS PLAN (SECTION 88 ELECTRICITY INDUSTRY ACT 2000)	LAND IN LP219656R MELTON CITY COUNCIL CITY WEST WATER CORPORATION POWERCOR AUSTRALIA LIMITED
 <b>Beveridge Williams</b> development & environment consultants  Melbourne ph : 03 9524 8888  <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a>		SURVEYORS FILE REF: 1700987/03 1700987-03-PS-V8.DWG  Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (8), 28/06/2021, SPEAR Ref: S146526A	ORIGINAL SHEET SIZE: A3  PLAN REGISTERED TIME: 4:41PM DATE: 4/08/2021 B.HENLEY Assistant Registrar of Titles	SHEET 1 OF 6

PS833944U

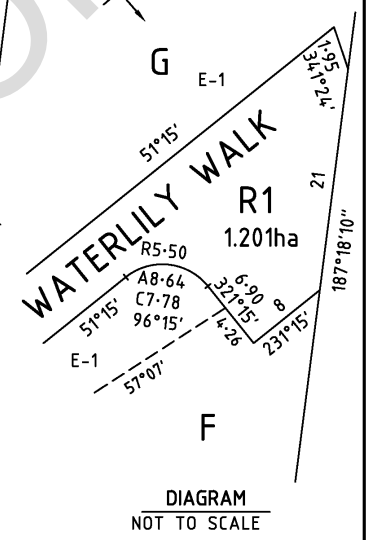
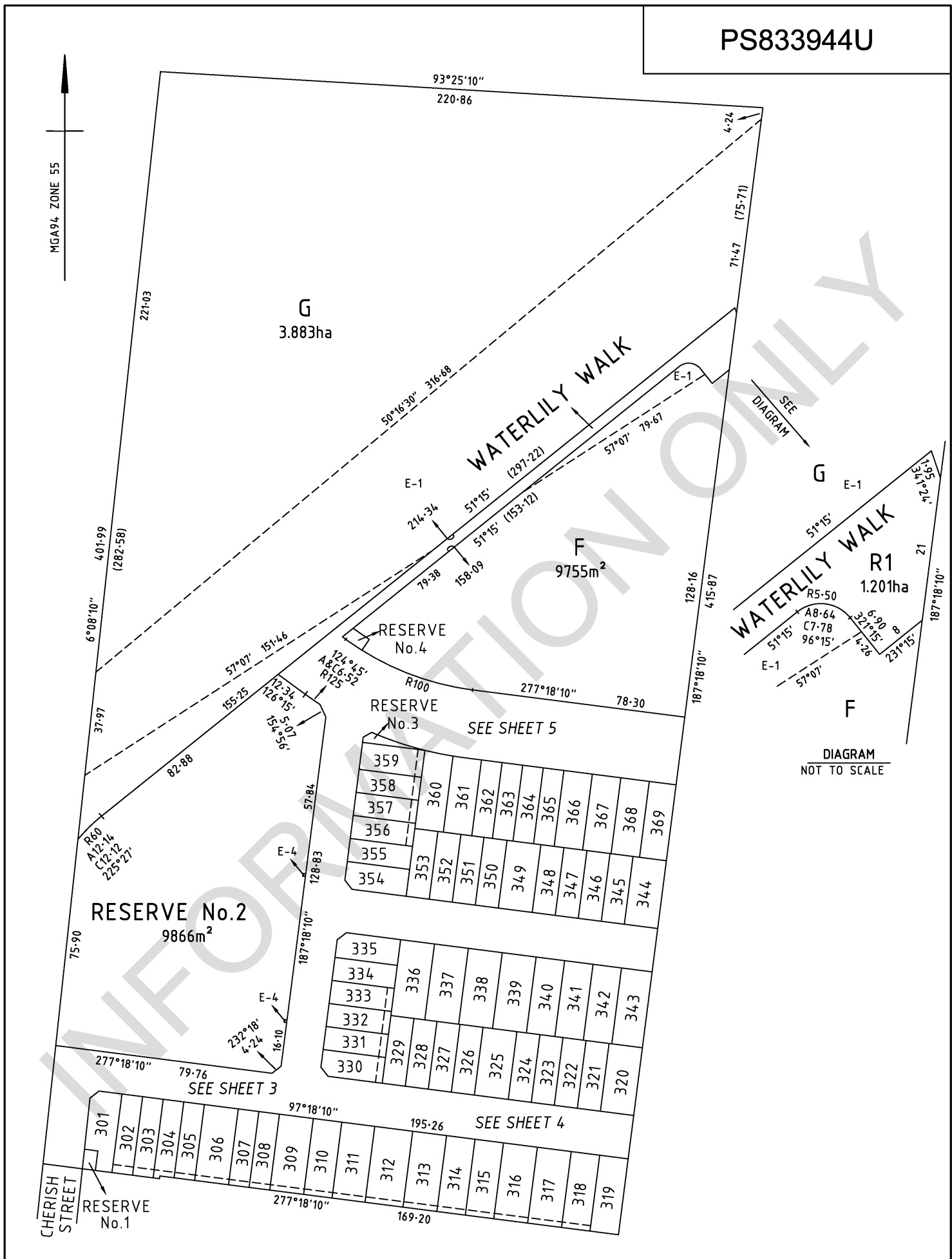


DIAGRAM NOT TO SCALE

**BW** Beveridge Williams  
 development & environment consultants  
 Melbourne ph : 03 9524 8888  
 www.beveridgewilliams.com.au

SURVEYORS REF 1700987/03 SCALE 1 : 1250  
 12.5 0 12.5 25 37.5 50  
 LENGTHS ARE IN METRES

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (8), 28/06/2021, SPEAR Ref: S146526A

ORIGINAL SHEET SIZE: A3 SHEET 2

Digitally signed by: Melton City Council, 28/06/2021, SPEAR Ref: S146526A

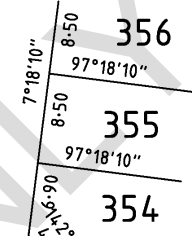
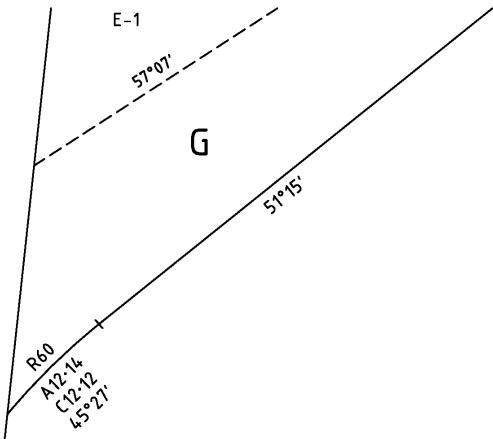
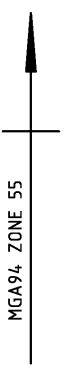
PS833944U

SEE SHEET 2

RESERVE No.2

DIAGRAM A  
NOT TO SCALE

FRIENDSHIP PLACE



SEE SHEET 5

RESERVE No.2

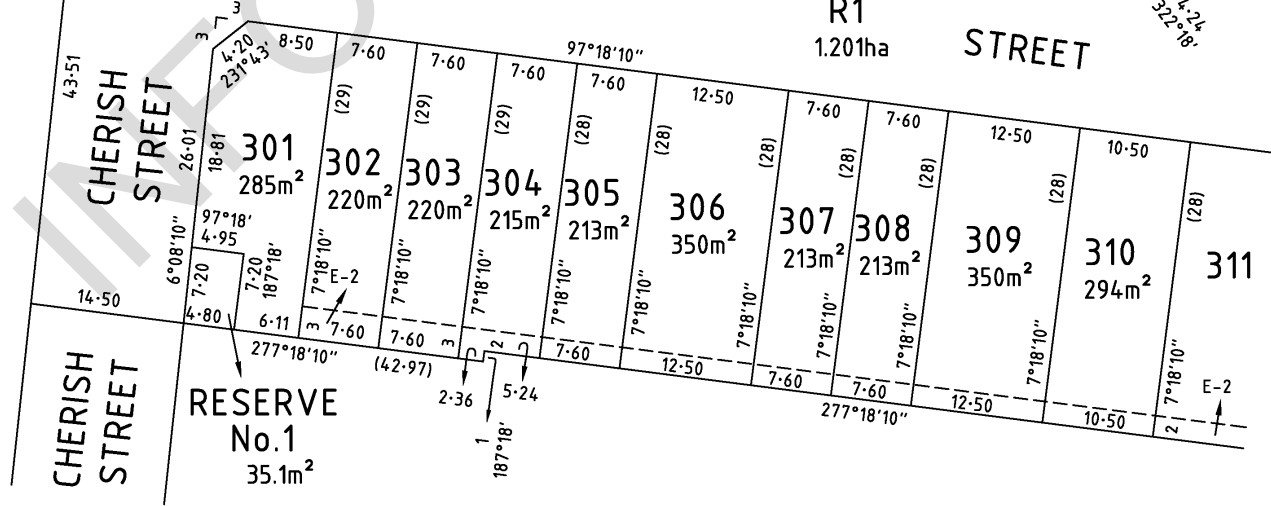
PLACE

PRAISE STREET

FRIENDSHIP STREET

CHERISH STREET

R1 1.201ha STREET

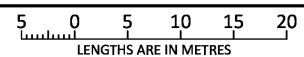


SEE SHEET 4

**BW** Beveridge Williams  
development & environment consultants  
Melbourne ph : 03 9524 8888  
www.beveridgewilliams.com.au

SURVEYORS REF 1700987/03

SCALE 1 : 500



ORIGINAL SHEET SIZE: A3

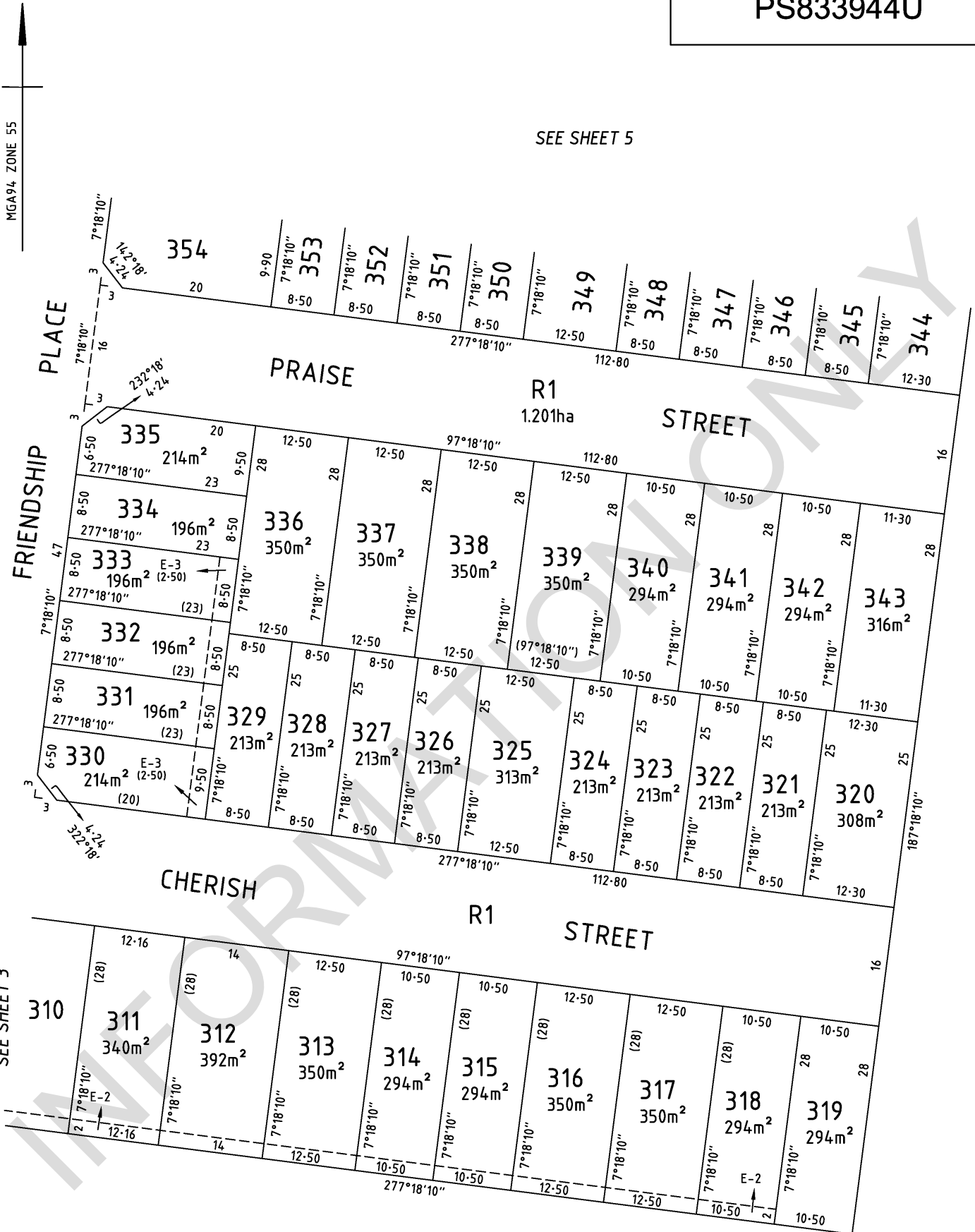
SHEET 3

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (8), 28/06/2021, SPEAR Ref: S146526A

Digitally signed by: Melton City Council, 28/06/2021, SPEAR Ref: S146526A

PS833944U

SEE SHEET 5

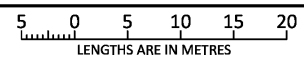


SEE SHEET 3

**BW** Beveridge Williams  
 development & environment consultants  
 Melbourne ph : 03 9524 8888  
[www.beveridgewilliams.com.au](http://www.beveridgewilliams.com.au)

SURVEYORS REF  
1700987/03

SCALE  
1 : 500



ORIGINAL SHEET  
SIZE: A3

SHEET 4

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor,  
 Surveyor's Plan Version (8),  
 28/06/2021, SPEAR Ref: S146526A

Digitally signed by:  
 Melton City Council,  
 28/06/2021,  
 SPEAR Ref: S146526A



# SUBDIVISION ACT 1988

## CREATION OF RESTRICTION 'A'

PS833944U

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED.

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

### LAND TO BENEFIT & TO BE BURDENED:

BURDENED LAND: LOTS 301 TO 369 (BOTH INCLUSIVE)  
 BENEFITING LAND: LOTS 301 TO 369 (BOTH INCLUSIVE)

### DESCRIPTION OF RESTRICTION:

EXCEPT WITH THE WRITTEN CONSENT OF THE BOTANIA DESIGN ASSESSMENT PANEL, ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

- (1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN GUIDELINES ENDORSED BY MELTON CITY COUNCIL UNDER TOWN PLANNING PERMIT No: PA2018/6004 AS AMENDED FROM TIME TO TIME.

A COPY OF THE DESIGN GUIDELINES IS AVAILABLE at [www.ngdd.com.au](http://www.ngdd.com.au)

- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE ON THE LOT PRIOR TO THE BOTANIA DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE BOTANIA DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAVE GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS.

### EXPIRY DATE:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30TH JUNE 2030.

## CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED.

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

### LAND TO BENEFIT & TO BE BURDENED:

BURDENED LAND: LOTS 301 TO 305 (BOTH INCLUSIVE), 307, 308, 310, 314, 315, 318, 319, 321 TO 324 (BOTH INCLUSIVE), 326 TO 335 (BOTH INCLUSIVE), 340 TO 342 (BOTH INCLUSIVE), 345 TO 348 (BOTH INCLUSIVE), 350 TO 369 (BOTH INCLUSIVE)  
 BENEFITING LAND: LOTS 301 TO 305 (BOTH INCLUSIVE), 307, 308, 310, 314, 315, 318, 319, 321 TO 324 (BOTH INCLUSIVE), 326 TO 335 (BOTH INCLUSIVE), 340 TO 342 (BOTH INCLUSIVE), 345 TO 348 (BOTH INCLUSIVE), 350 TO 369 (BOTH INCLUSIVE)

### DESCRIPTION OF RESTRICTION:

ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF CONSTRUCT OR EXTEND ANY DWELLING OR ALLOW THE CONSTRUCTION OR EXTENSION OF ANY DWELLING THAT DOES NOT COMPLY WITH THE SMALL LOT HOUSING CODE AS INCORPORATED INTO THE MELTON CITY COUNCIL PLANNING SCHEME, UNLESS THE CONSTRUCTION OR EXTENSION OF ANY DWELLING HAS BEEN APPROVED BY THE RESPONSIBLE AUTHORITY UNDER THE RELEVANT PLANNING REGULATIONS.

FOR THE PURPOSES OF ASSESSMENT AGAINST THE SMALL LOT HOUSING CODE, ALL BURDENED LOTS ARE TO BE ASSESSED AS TYPE A LOTS.

### EXPIRY DATE:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30TH JUNE 2030.

## CREATION OF RESTRICTION 'C'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED.

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

### LAND TO BENEFIT & TO BE BURDENED:

BURDENED LAND: LOTS 301, 330, 335 & 354  
 BENEFITING LAND: LOTS 301, 330, 335 & 354

### DESCRIPTION OF RESTRICTION:

THE BURDENED LAND CANNOT:

1. CONSTRUCT A CORNER FENCE THAT IS NOT IN ACCORDANCE WITH THE DESIGN GUIDELINES;
  - (i) ALLOW ANY SUCH CORNER FENCE TO FALL INTO A STATE OF NEGLIGENCE OR DISREPAIR AT ANY TIME (EXCLUDING FAIR WEAR AND TEAR).
2. CAUSE, ALLOW OR PERMIT ANY OTHER PERSON OR PARTY TO;
  - (i) ERECT ANY BUILDING, STRUCTURE OR ERECTION ON, UNDER, OVER OR THROUGH THE CORNER LOT FENCING.
  - (ii) REMOVE OR ALTER ANY PART OF THE CORNER LOT FENCING.
  - (iii) OBSTRUCT OR PLACE ANY COVERING OR OBSTRUCTION OVER THE CORNER LOT FENCING.

### EXPIRY DATE:

30/06/2030.



**Beveridge Williams**  
 development & environment consultants

Melbourne ph : 03 9524 8888

[www.beveridgewilliams.com.au](http://www.beveridgewilliams.com.au)

SURVEYORS REF  
 1700987/03

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor,  
 Surveyor's Plan Version (8),  
 28/06/2021, SPEAR Ref: S146526A

ORIGINAL SHEET  
 SIZE: A3

SHEET 6

Digitally signed by:  
 Melton City Council,  
 28/06/2021,  
 SPEAR Ref: S146526A



# Department of Transport and Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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.

Produced 31/03/2026 11:07:53 AM

Status	Registered	Dealing Number	AT727032W
Date and Time Lodged	28/10/2020 01:26:46 PM		

### Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22003393

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9987/218  
9987/225

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH
Street Type	STREET
Locality	MELTON
State	VIC
Postcode	3337



# Department of Transport and Planning

---

## Electronic Instrument Statement

### Additional Details

Refer Image Instrument

---

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

### Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 OCTOBER 2020

---

### 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	<b>Instrument</b>
Document Identification	<b>AT727032W</b>
Number of Pages (excluding this cover sheet)	<b>22</b>
Document Assembled	

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

# HARWOOD ANDREWS

## SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

### MELTON CITY COUNCIL

Council

- and -

**BEATTYS ROAD LAND PTY LTD ACN 618 398 244**

**GROWLAND 3 PTY LTD ACN 618 344 200**

**SHYC LAND PTY LTD ACN 618 363 278**

Owner 34

**1152 TAYLORS PTY LTD ACN 618 471 775**

Owner 47

in relation to land at:

28 Elm Drive Fraser Rise (formerly known as 1152 Taylors Road), ICP property 47  
451-471 Beattys Road, ICP property 34

22003393

Harwood Andrews

ABN 98 076 868 034

70 Gheringhap Street, Geelong 3220, Victoria, Australia

DX 22019 Geelong

PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

**PARTIES:**

1. **Melton City Council** of 232 High Street, Melton, Victoria, 3337  
(Council)
2. **BEATTYS ROAD LAND PTY LTD ACN 618 398 244** of 78 Cole Street, Brighton, Victoria, 3186; **GROWLAND 3 PTY LTD ACN 618 344 200** of 27/150 Lonsdale Street, Melbourne, Victoria, 3000; **SHYC LAND PTY LTD ACN 618 363 278** of 1 Leamington Crescent, Glen Waverley, Victoria, 3150  
(collectively **Owner 34**)
3. **1152 TAYLORS PTY LTD ACN 618 471 775** of 27/150 Lonsdale Street, Melbourne, Victoria, 3000  
(**Owner 47**)

**RECITALS:**

- R.1. The Owner is or is entitled to be the registered proprietor of the Land. The Land is comprised of Property 34 and the Property 47.
  - a. Owner 34 is the registered proprietor of Property 34.
  - b. Owner 47 is the registered proprietor of Property 47.
- R.2. Council is the responsible authority under the Act for the Land. Council is also the collecting agency and the development agency specified in the ICP and for the purposes of Part 3AB of the Act.
- R.3. Council enters into this Agreement in its capacity as the responsible authority, collecting agency and development agency.
- R.4. The PSP and the ICP apply to the Land.
- R.5. The ICP sets out the contribution required from individual land owners within the area covered by the ICP to the provision of:
  - a. works, services or facilities; and
  - b. land for public purposes.
- R.6. The ICP relevantly provides that where the Parcel Contribution Percentage of the land to be developed is less than the ICP Land Contribution Percentage for the relevant class of development, the Owner is required to pay the Land Equalisation Amount to Council at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act.
- R.7. Council has issued the Permit for the Land. Clause 12,13 and 15 of the Permit relevantly requires the:
  - a. payment of the Monetary Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements.
  - b. payment of the Land Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements.
- R.8. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:

- 2 -

- a. satisfy the requirements of the Permit;
- b. set out the obligations of the Owner to pay the Monetary Component;
- c. document the arrangements for the payment of any Land Equalisation Amount to Council and the vesting of Inner Public Purpose Land in Council, at the time agreed between the parties; and
- d. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

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

INFORMATION ONLY

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

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

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Certificate of Practical Completion** means a written certificate prepared by Council stating that the ICP Construction Project has been completed to the satisfaction of Council.
- 1.4. **Council** means:
  - 1.4.1. in its capacity as responsible authority, Melton City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
  - 1.4.1. in its capacity as collecting agency, Melton City Council or its successor as the authority identified in the ICP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and
  - 1.4.2. in its capacity as development agency, Melton City Council or its successor as the authority identified in the ICP as the development agency and includes its agents, officers, employees, servants, workers and contractors.
- 1.5. **Civil Maintenance Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council or other form of security to the satisfaction of Council, in favour of Council, for the amount specified in item 8 of Schedule 1 to secure maintenance of the ICP Construction Project.
- 1.6. **Civil Maintenance Period** means the period specified in item 7 of Schedule 1 from the issue of a Certificate of Practical Completion for an ICP Construction Project.
- 1.7. **Current Address for Service**
  - 1.7.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
  - 1.7.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.8. **Current Email Address for Service**
  - 1.8.1. for the Council means [legalservices@melton.vic.gov.au](mailto:legalservices@melton.vic.gov.au), or any other email address listed on the website of the Council; and
  - 1.8.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.9. **Current Number for Service**

- 4 -

- 1.9.1. for the Council means 03 9743 9970, or any other facsimile number listed on the website of the Council; and
- 1.9.2. for the Owner means any facsimile number provided by the Owner to the Council for the express purpose of facsimile communication regarding this Agreement.
- 1.10. **Caveator** means the caveator identified in item 6 of Schedule 1.
- 1.11. **Endorsed Plans** means the plans endorsed under the Permit.
- 1.12. **GAIC** means the Growth Areas Infrastructure Contribution under the Act.
- 1.13. **GST** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.14. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.
- 1.15. **ICP Land Contribution Percentage** means the ICP land contribution percentage for the relevant class of development applicable to the Land identified in the ICP and relevant the Schedule to the Infrastructure Contributions Overlay.
- 1.16. **Indexation** has the meaning identified in the ICP and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index.
- 1.17. **Inner Public Purpose Land** means any inner public purpose land to be vested in Council in accordance with the ICP.
- 1.18. **ICP** means the Plumpton & Kororoit Infrastructure Contributions Plan, July 2018 (amended October 2019) which was introduced by Amendment C197 or any successor approved contributions plan within the meaning of Part 3AB of the Act.
- 1.19. **Land Credit Amount** means any land credit amount applicable to the Land, as adjusted from time to time, pursuant to the ICP and relevant the Schedule to the Infrastructure Contributions Overlay.
- 1.20. **Land Component** has the same meaning as in section 46GE of the Act.
- 1.21. **Land Equalisation Amount** means any land equalisation amount applicable to the Land as adjusted from time to time, pursuant to the ICP and relevant the Schedule to the Infrastructure Contributions Overlay.
- 1.22. **Land** means Property 34 and Property 47.
- 1.23. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the ICP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.24. **Monetary Component** means the standard levy and any supplemental levy required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the relevant the Schedule to the Infrastructure Contributions Overlay.

- 5 -

- 1.25. **Mortgagee** means the mortgagee identified in item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.26. **Owner** means Owner 34 and Owner 47.
- 1.27. **Owner 34** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of Property 34 or any part of it, and includes a Mortgagee in possession.
- 1.28. **Owner 47** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of Property 47 or any part of it, and includes a Mortgagee in possession.
- 1.29. **Parcel Contribution Percentage** means the parcel contribution percentage applicable to the Land identified in the ICP and relevant the Schedule to the Infrastructure Contributions Overlay.
- 1.30. **party or parties** means the Owner and the Council under this Agreement as appropriate.
- 1.31. **Permit** means the planning permit identified in item 4 of Schedule 1, which was issued by Council in its capacity as responsible authority, as amended from time to time.
- 1.32. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.33. **PSP** means the document identified in item 2 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.34. **Property 34** means the land known as 451-471 Beattys Road, being Lot 8 on Plan of Subdivision 219656R, and the land described in Certificate of Title Volume 09987 Folio 225, and includes any lot created from the subdivision of that land.
- 1.35. **Property 47** means the land known as 28 Elm Drive Fraser Rise (formerly known as 1152 Taylors Road), being Lot 1 on Plan of Subdivision 219656R and the land described in Certificate of Title Volume 09987 Folio 218, and includes any lot created from the subdivision of that land.
- 1.36. **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.
- 1.37. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.38. **Schedule** means a schedule to this Agreement.
- 1.39. **Schedule of Contributions** means the items submitted to and approved by Council under conditions 15 and 16 of the Permit.
- 1.40. **Stage** is a reference to a stage of subdivision of the Permit as shown on an approved Plan of Subdivision or Endorsed Plan.
- 1.41. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).

- 6 -

- 1.42. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.
- 1.43. **Transfer Date** means 90 days from the date the Owner obtains the Statement of Compliance for the relevant Stage.

## 2. INTERPRETATION

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

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

## 3. REQUIREMENT TO PAY MONETARY COMPONENT

### 3.1. Payment of the Monetary Component

The Owner must pay the Monetary Component for any Stage:

- 3.1.1. prior to the issue of a Statement of Compliance for that Stage; and
- 3.1.2. in accordance with the Permit
- 3.2. The parties agree that where the Owner has paid the Monetary Component for a Stage in full prior to the issue of the Statement of Compliance for that Stage, no further payment of the Monetary Component will be due to be paid by the Owner under this Agreement with respect to that Stage.

## 4. LAND PROJECTS

### 4.1. Provision of Inner Public Purpose Land

- 4.1.1. The Owner agrees that it must, as a part of the subdivision of each Stage, vest in Council the land identified in Schedule 3 as the Inner Public Purpose Land..
- 4.1.2. If the Owner does not vest the Inner Public Purpose Land by the Transfer Date required by clause 4.1.1 Council may at its absolute discretion:
  - 4.1.2.1. further extend the relevant timeframe in writing; or
  - 4.1.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe.

**4.2. Condition of the land**

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

- 4.2.1. sown to grass (minimum 95% coverage without bare areas exceeding 1 square metre); free from rock, debris and weeds; smoothly graded; and freely draining to the satisfaction of Council;
  - 4.2.2. free of all encumbrances other than those approved by Council or any other relevant authority or government agency for the provision of services;
  - 4.2.3. free from contamination;
  - 4.2.4. have any liability for GAIC discharged prior to it being vested in Council and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council;
  - 4.2.5. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged;
  - 4.2.6. connected to services, where applicable;
- unless otherwise agreed to in writing by Council.

**4.3. Survival of liability clause**

The Owner agrees that clause 4.2.4 survives the termination or ending of this Agreement.

**4.4. No further compensation payable**

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

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

- 4.5.1. The Owner must pay the Land Equalisation Amount for a Stage:
  - 4.5.1.1. to the collecting agency;

- 8 -

- 4.5.1.2. prior to the issue of a Statement of Compliance for the relevant Stage; and
- 4.5.1.3. in accordance with Schedule 2, unless otherwise agreed by Council in writing.

## 5. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 5.1. it is the registered proprietor (or entitled to be so) of the Land;
- 5.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 5.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 5.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 5.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
  - 5.5.1. negotiation, preparation, execution and recording of this Agreement;
  - 5.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
  - 5.5.3. the cancellation or alteration of this Agreement in the Register.
- 5.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 5.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 5.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 5.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

## 6. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

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

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

**7. FURTHER ASSURANCE**

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

**8. AMENDMENT**

- 8.1. This Agreement may be amended only in accordance with the requirements of the Act.
- 8.2. If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Land or that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

**9. NO WAIVER**

The Parties agree that:

- 9.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
- 9.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
  - 9.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 9.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

**10. NO FETTERING OF POWERS OF COUNCIL**

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

**11. INTEREST ON OVERDUE MONEYS**

- (a) Subject to clause 11(b), any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.
- (b) The parties agree no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligations to make the payment.

**12. NOTICES**

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

- 12.1. not later than two business days after being deposited in the mail with postage prepaid;
- 12.2. when delivered by hand;
- 12.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or
- 12.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

**13. COSTS ON DEFAULT**

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

**14. INVALIDITY OF ANY CLAUSE**

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

**15. AGREEMENT BINDING ON SUCCESSORS OF OWNERS**

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

**16. JOINT OBLIGATIONS**

- 16.1. In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.
- 16.2. For the avoidance of doubt, a reference to the Owners under this Agreement means Owner 34 and Owner 47 both jointly and severally and each of Owner 34 and Owner 47 covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by Owner 34 and Owner 47 have been entered into, made and given and are binding upon each of Owner 34 and Owner 47 both severally and also jointly with the each other.

**17. ENTIRE AGREEMENT**

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

**18. GST**

The Parties agree that:

18.1. expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;

18.2. a supply under this Agreement of:

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

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

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

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

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

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

will be exempt from GST.

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

18.4. a Party is not obliged, under clause 18.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

**19. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX**

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

- 19.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
- 19.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
  - 19.2.2. where a clearance certificate is not provided in accordance with clause 19.2.1:
    - 19.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
    - 19.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
    - 19.2.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- 19.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.
- 19.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

## 20. COUNTERPARTS

- 20.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute an agreement.
- 20.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.

## 21. COMMENCEMENT AND ENDING OF AGREEMENT

- 21.1. This Agreement will commence:
  - 21.1.1. on the date that it bears; or

- 13 -

- 21.1.2. if it bears no date, on the date it is recorded in the Register.
- 21.2. This Agreement will end:
  - 21.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or
  - 21.2.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or
  - 21.2.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;
- 21.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.


EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

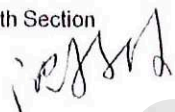
Date: 28 / 10 / 2020

SIGNED on behalf of MELTON CITY COUNCIL by ROBERT BAGGIO, MANAGER PLANNING SERVICES pursuant to an instrument of delegation authorised by a Council resolution dated 13 December 2019 in the presence of:

  
Signature of delegate

  
Witness  
ROGER SUCIC  
Print name

EXECUTED by BEATTYS ROAD LAND PTY LTD ACN 618 398 244 in accordance with Section 127 of the Corporations Act 2001:



Sole Director & Sole Company Secretary

YIJUN SHEN

Full Name

Address

EXECUTED by GROWLAND 3 PTY LTD ACN 618 344 200 in accordance with Section 127 of the Corporations Act 2001:

  
Sole Director & Sole Company Secretary

CHI PING CHAN

Full Name

7 moody st Balaclava North 3104 VIC  
Address

EXECUTED by SHYC LAND PTY LTD  
ACN 618 363 278 in accordance with Section 127  
of the Corporations Act 2001:

.....  
Sole Director & Sole Company Secretary

.....  
PING YU

.....  
Full Name

.....  
Address

EXECUTED by 1152 TAYLORS PTY LTD ACN  
618 471 775 in accordance with Section 127 of the  
Corporations Act 2001

.....  
Director

*[Signature]*  
YIJUN SHEN

.....  
Full Name

.....  
Director/Secretary

*[Signature]*  
CHAI JIN CHAN

.....  
Full Name

.....  
Address

.....  
Address

7 moody ST  
Balwyn North

INFORMATION ONLY

EXECUTED by SHYC LAND PTY LTD

ACN 618 363 278 in accordance with Section 127

of the Corporations Act 2001:

*[Handwritten signature]*

Sole Director & Sole Company Secretary

PING YU

Full Name

Address

EXECUTED by 1152 TAYLORS PTY LTD ACN

618 471 775 in accordance with Section 127 of the

Corporations Act 2001:

Director

Director/Secretary

Full Name

Full Name

Address

Address

INFORMATION ONLY

**MORTGAGEE CONSENT**

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

Executed for and on behalf of

CVS LANE FUNDING 63 PTY LTD



Andrew Vasarelli  
Director

INFORMATION ONLY

- 2 -

**Schedule 1**

<b>Item 1 – Land</b>	Property 34: Lot 8 on Plan of Subdivision 219656R, Certificate of Title Volume 09987 Folio 225  Property 47: Lot 1 on Plan of Subdivision 219656, Certificate of Title Volume 09987 Folio 218
<b>Item 2 – Precinct Structure Plan</b>	Plumpton Precinct Structure Plan, December 2017 (Amended April 2019)
<b>Item 3 – Infrastructure Contributions Plan</b>	Plumpton & Kororoit Infrastructure Contributions Plan, July 2018 (Amended October 2019)
<b>Item 4 – Permit</b>	PA2018/6004
<b>Item 5 – Mortgagee &amp; Instrument/s of Mortgagee</b>	In respect of Property 34: CVS LANE FUNDING 63 PTY LTD as mortgagee under instrument of mortgage AT479528U  In respect of Property 47: CVS LANE FUNDING 63 PTY LTD as mortgagee under instrument of mortgage AS119145H
<b>Item 6 – Caveator &amp; Instrument of Caveat</b>	NA
<b>Item 7 – Civil Maintenance Period</b>	NA
<b>Item 8 – Civil Maintenance Bond Amount</b>	NA

**SCHEDULE 2 LAND PROJECTS**

Parcel Summary	ICP Land Contribution Percentage	Parcel Contribution Percentage	Over providing or under providing?	Land Credit Amount payable to Owner	Land Equalisation Amount payable to Council (in July 2020 dollars)
Property 34 (P-34)	12.26%	6.74%	Under	NA	\$1,494,415.68
Property 47 (P-47)	12.26%	11.03%	Under	NA	\$314,150.85

**Under provider – Property 34**

Property	Stage	Stage NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (ICP Land Contribution Percentage x NDA)	Are of land provided as per ICP within the Stage	Staged % of NDA	Percentage of Land Equalisation Amount payable for Stage
34	5	2.4054	12.26%	0.2949	-	17.47%	17.47%
34	6	2.5211	12.26%	0.3091	-	18.31%	18.31%
34	7	3.4458	12.26%	0.5451	1.0000 (LP-09)	25.03%	25.03%
34	8	5.3963	12.26%	0.6616	-	39.19%	39.19%
<b>TOTAL</b>		<b>13.7686</b>	<b>12.26%</b>	<b>1.8106</b>	<b>1.0000</b>	<b>100.00%</b>	<b>100.00%</b>

- 2 -

Under provider – Property 47

Property	Stage	Stage NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (ICP Land Contribution Percentage x NDA)	Are of land provided as per ICP within the Stage	Staged % of NDA	Percentage of Land Equalisation Amount payable for Stage
47	1a	1.2920	12.26%	0.2315	0.5960 (RD-12)	10.15%	10.15%
47	2a	2.1621	12.26%	0.2651	-	16.98%	16.98%
47	2b	1.9404	12.26%	0.2379	-	15.24%	15.24%
47	3	3.9702	12.26%	0.6027	0.9456 (LP-17)	31.19%	31.19%
47	1b	1.1953	12.26%	0.1465	-	9.39%	9.39%
47	4	1.6441	12.26%	0.2016	-	12.92%	12.92%
47	5	0.5258	12.26%	0.0645	-	4.13%	4.13%
<b>TOTAL</b>		<b>12.7299</b>	<b>12.26%</b>	<b>1.7497</b>	<b>1.5416</b>	<b>100.00%</b>	<b>100.00%</b>

INFORMATION ONLY



# Department of Transport and Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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.

Produced 31/03/2026 11:07:53 AM

Status	Registered	Dealing Number	AT831373M
Date and Time Lodged	03/12/2020 08:53:52 PM		

### Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22004233

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9987/218  
9987/225

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH
Street Type	STREET
Locality	MELTON
State	VIC
Postcode	3337



# Department of Transport and Planning

---

## Electronic Instrument Statement

### Additional Details

Refer Image Instrument

---

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

### Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	03 DECEMBER 2020

---

### 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	<b>Instrument</b>
Document Identification	<b>AT831373M</b>
Number of Pages (excluding this cover sheet)	<b>16</b>
Document Assembled	

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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



**SECTION 173 AGREEMENT  
PLANNING AND ENVIRONMENT ACT 1987**

**MELTON CITY COUNCIL**  
Council

- and -

**BEATTYS ROAD LAND PTY LTD ACN 618 398 244**  
**GROWLAND 3 PTY LTD ACN 618 344 200**  
**SHYC LAND PTY LTD ACN 618 363 278**  
Owner 34

**1152 TAYLORS PTY LTD ACN 618 471 775**  
Owner 47

in relation to land at:

28 Elm Drive Fraser Rise (formerly known as 1152 Taylors Road), 451-471 Beattys Road

22004233  
Harwood Andrews  
ABN 98 076 868 034  
70 Gheringhap Street, Geelong 3220, Victoria, Australia  
DX 22019 Geelong  
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

**PARTIES:**

1. **Melton City Council** of 232 High Street, Melton, Victoria, 3337  
(Council)
2. **BEATTYS ROAD LAND PTY LTD ACN 618 398 244** of 78 Cole Street, Brighton, Victoria, 3186; **GROWLAND 3 PTY LTD ACN 618 344 200** of 27/150 Lonsdale Street, Melbourne, Victoria, 3000; **SHYC LAND PTY LTD ACN 618 363 278** of 1 Leamington Crescent, Glen Waverley, Victoria, 3150  
(collectively **Owner 34**)
3. **1152 TAYLORS PTY LTD ACN 618 471 775** of 27/150 Lonsdale Street, Melbourne, Victoria, 3000  
(**Owner 47**)

**RECITALS:**

- R.1. The Owner is or is entitled to be the registered proprietor of the Land. The Land is comprised of Property 34 and the Property 47.
  - a. Owner 34 is the registered proprietor of Property 34.
  - b. Owner 47 is the registered proprietor of Property 47.
- R.2. Council is the responsible authority under the Act for the Land.
- R.3. Council has issued the Permit for the Land. Relevantly:
  - a. Condition 2 of the Permit requires the layout of the subdivision shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
  - b. Condition 43 requires all road works to be constructed to Council's satisfaction prior to the issue of a Statement of Compliance, in accordance with the plans and specifications approved by Council.
- R.4. The Boundary Strips form part of the road network within Stages 1A and 2A shown on the Endorsed Plans.
- R.5. The Owner does not wish to construct the Boundary Strips as a road or vest the Boundary Strips in Council as a part of the subdivision of Stages 1A and 2A.
- R.6. Council has agreed that the Owner may defer the construction and vesting of the Boundary Strips subject to the Boundary Strips being constructed as a road and vested in Council prior to the issue of a Statement of Compliance for Stage 5A.
- R.7. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:
  - a. Document the terms of Council's consent to the creation of the Boundary Strips;
  - b. Set out the obligations of the Owner to:
    - i. develop the Boundary Strips in accordance with the Boundary Strip Road Plans; and
    - ii. vest the Boundary Strips in Council; and
  - c. Achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

R.8. All Mortgagees or Caveators have consented to this Agreement.

INFORMATION ONLY

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

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

- 1.1. **Act** means the *Planning and Environment Act 1987 (Vic)*.
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Boundary Strips** means the 0.1 metre wide part of Lot Z between:
  - 1.3.1. the western boundary of the Land and Agonis Street; and
  - 1.3.2. the western boundary of the Land and Wattleseed Drive,shown on the plan forming Schedule 2 to this Agreement.
- 1.4. **Boundary Strip Road Plans** means plans for the development of a road and associated infrastructure within the Boundary Strips to ensure the internal road network is constructed to the boundary of the Land in accordance with the Endorsed Plans.
- 1.5. **Council** means Melton City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.
- 1.6. **Current Address for Service**
  - 1.6.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
  - 1.6.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.7. **Current Email Address for Service**
  - 1.7.1. for the Council means [legalservices@melton.vic.gov.au](mailto:legalservices@melton.vic.gov.au), or any other email address listed on the website of the Council; and
  - 1.7.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.8. **Current Number for Service**
  - 1.8.1. for the Council means 03 9743 9970, or any other facsimile number listed on the website of the Council; and
  - 1.8.2. for the Owner means any facsimile number provided by the Owner to the Council for the express purpose of facsimile communication regarding this Agreement.
- 1.9. **Caveator** means the caveator identified in item 4 of Schedule 1.
- 1.10. **Endorsed Plans** means the plans endorsed under the Permit.

- 1.11. **Land** means Property 34 and Property 47.
- 1.12. **Mortgagee** means the mortgagee identified in item 3 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.13. **Owner** means Owner 34 and Owner 47.
- 1.14. **Owner 34** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of Property 34 or any part of it, and includes a Mortgagee in possession.
- 1.15. **Owner 47** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of Property 47 or any part of it, and includes a Mortgagee in possession.
- 1.16. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.17. **Permit** means the planning permit identified in item 2 of Schedule 1, which was issued by Council in its capacity as responsible authority, as amended from time to time.
- 1.18. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.19. **Property 34** means the land known as 451-471 Beattys Road, being Lot 8 on Plan of Subdivision 219656R, and the land described in Certificate of Title Volume 09987 Folio 225, and includes any lot created from the subdivision of that land.
- 1.20. **Property 47** means the land known as 28 Elm Drive Fraser Rise (formerly known as 1152 Taylors Road), being Lot 1 on Plan of Subdivision 219656R and the land described in Certificate of Title Volume 09987 Folio 218, and includes any lot created from the subdivision of that land.
- 1.21. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.22. **Schedule** means a schedule to this Agreement.
- 1.23. **Stage** is a reference to a stage of subdivision of the Permit as shown on an approved Plan of Subdivision or Endorsed Plan.
- 1.24. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).

## 2. INTERPRETATION

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

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.

- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

### **3. DEVELOPMENT AND VESTING BOUNDARY STRIPS**

The Owner and Council agree that:

- 3.1. The Owner must prior to the issue of a Statement of Compliance for Stage 5A:
  - 3.1.1. prepare the Boundary Strip Road Plans to Council's satisfaction;
  - 3.1.2. develop the Boundary Strips in accordance with the Boundary Strip Road Plans and the Permit.
- 3.2. The Boundary Strips must be vested in Council either:
  - 3.2.1. prior to the issue of a Statement of Compliance for Stage 5A; or
  - 3.2.2. upon the registration of the plan of subdivision for Stage 5A.
- 3.3. The Owner must:
  - 3.3.1. maintain the Boundary Strips in a neat and tidy condition at all times;
  - 3.3.2. bear all costs associated with the Owner's obligations under clauses 3.1 and 3.2, including any additional costs incurred or thrown away as a result of the development of the Boundary Strips after the development of Stage 1A and/or Stage 2A;
  - 3.3.3. indemnify and keep indemnified the Council, from and against all reasonable costs, expenses, losses or damages that it may sustain, incur, suffer or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person arising out of, or in connection with or in consequence of the use and development of the Boundary Strips under this Agreement or any non-compliance by the Owner with their obligations under this Agreement, save for any matters which arise from the Council's own act of negligence.

#### 4. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 4.1. it is the registered proprietor (or entitled to be so) of the Land;
- 4.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 4.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 4.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 4.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
  - 4.5.1. negotiation, preparation, execution and recording of this Agreement;
  - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
  - 4.5.3. the cancellation or alteration of this Agreement in the Register.
- 4.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 4.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 4.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 4.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

#### 5. FURTHER ASSURANCE

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

#### 6. AMENDMENT

- 6.1. This Agreement may be amended only in accordance with the requirements of the Act.
- 6.2. If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Land or that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

**7. NO WAIVER**

The Parties agree that:

- 7.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
  - 7.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
  - 7.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 7.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

**8. NO FETTERING OF POWERS OF COUNCIL**

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

**9. INTEREST ON OVERDUE MONEYS**

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

**10. NOTICES**

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

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;
- 10.2. when delivered by hand;
- 10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000 (Vic)*; or
- 10.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

**11. COSTS ON DEFAULT**

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

**12. INVALIDITY OF ANY CLAUSE**

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

**13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS**

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

**14. JOINT OBLIGATIONS**

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

14.2. For the avoidance of doubt, a reference to the Owners under this Agreement means Owner 34 and Owner 47 both jointly and severally and each of Owner 34 and Owner 47 covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by Owner 34 and Owner 47 have been entered into, made and given and are binding upon each of Owner 34 and Owner 47 both severally and also jointly with the each other.

**15. ENTIRE AGREEMENT**

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

**16. COUNTERPARTS**

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

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

**17. COMMENCEMENT AND ENDING OF AGREEMENT**

17.1. This Agreement will commence:

17.1.1. on the date that it bears; or

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

17.2. This Agreement will end:

- 9 -

- 17.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or
  - 17.2.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or
  - 17.2.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;
- 17.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

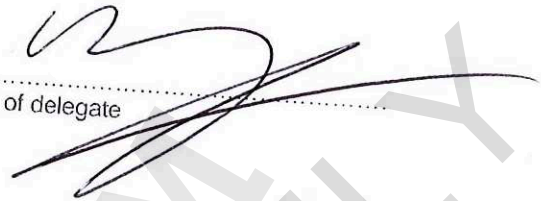
INFORMATION

**EXECUTED BY THE PARTIES**

Signed sealed and delivered as a deed by the Parties

Date: 2.12.2020

SIGNED on behalf of MELTON CITY COUNCIL  
by ROBERT BAGGIO, MANAGER PLANNING  
SERVICES pursuant to an instrument of  
delegation authorised by a Council resolution  
dated 13 December 2019 in the presence of:



Signature of delegate

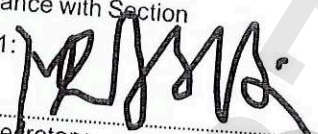


Witness

ROGER SUSIC

Print name

EXECUTED by BEATTYS ROAD LAND PTY  
LTD ACN 618 398 244 in accordance with Section  
127 of the Corporations Act 2001:



Sole Director & Sole Company Secretary

YIJUN SHEN

Full Name

Address

EXECUTED by GROWLAND 3 PTY LTD ACN  
618 344 200 in accordance with Section 127 of the  
Corporations Act 2001:



Sole Director & Sole Company Secretary

CHI PING CHAN

Full Name

Address

7 moody st Bndwy north 3104

EXECUTED by SHYC LAND PTY LTD  
ACN 618 363 278 in accordance with Section 127  
of the Corporations Act 2001:

Sole Director & Sole Company Secretary

PING YU

Full Name

Pingyu

Address

EXECUTED by 1152 TAYLORS PTY LTD ACN  
618 471 775 in accordance with Section 127 of the  
Corporations Act 2001:

Director

YIJUN SHEN

Full Name

Address

Director/Secretary

CHI PING CHAN


Full Name

Address

INFORMATION ONLY

### MORTGAGEE CONSENT

The Mortgagee identified in item 3 of Schedule 1 under the Instrument/s of Mortgage identified in item 3 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Executed for and on behalf of 

CVS LANE FUNDING 63 PTY LTD

ANDREW VASARELLI

DIRECTOR

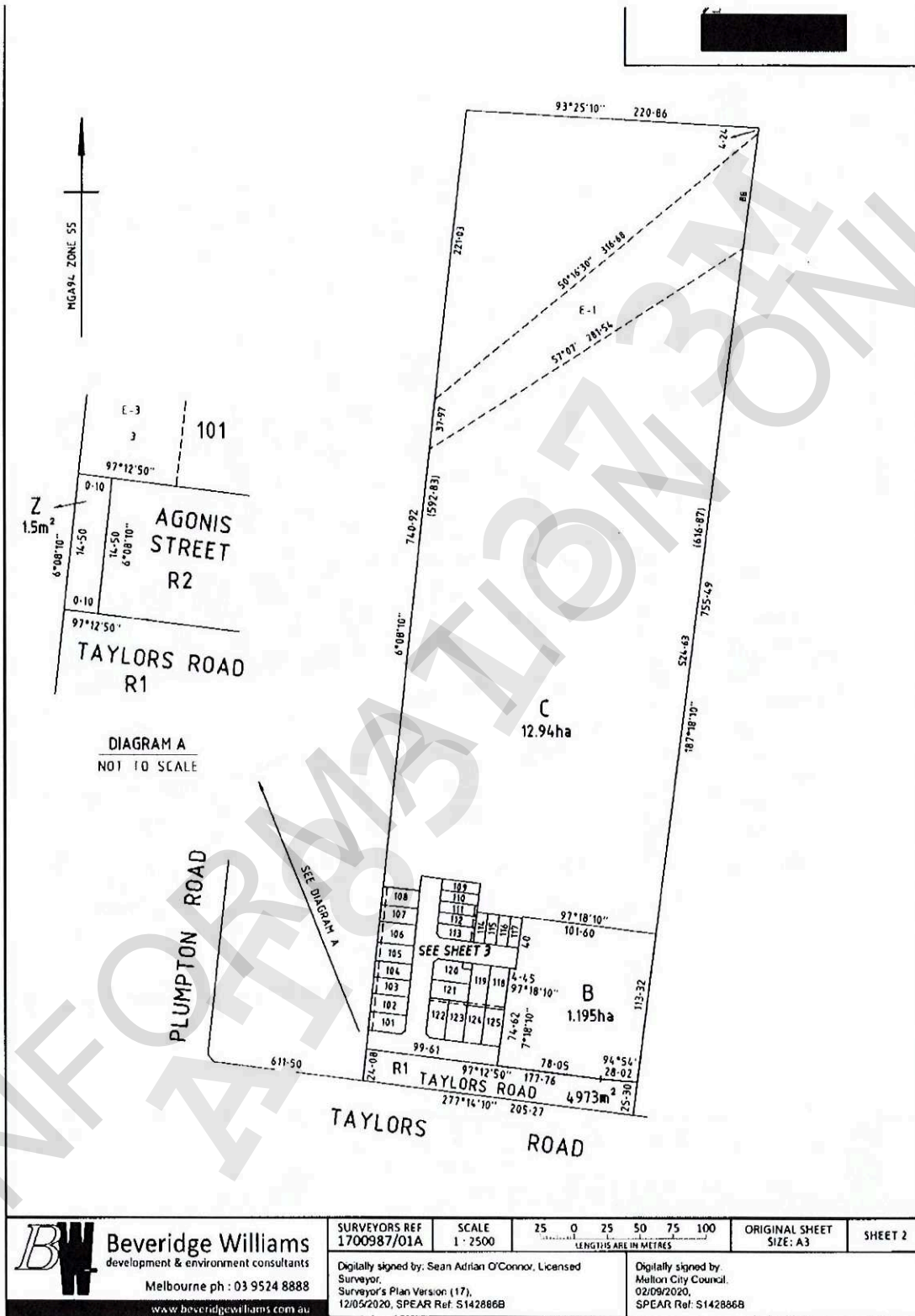
INFORMATION ONLY

**Schedule 1**

<p><b>Item 1 – Land</b></p>	<p>Property 34: Lot 8 on Plan of Subdivision 219656R, Certificate of Title Volume 09987 Folio 225</p> <p>Property 47: Lot 1 on Plan of Subdivision 219656, Certificate of Title Volume 09987 Folio 218</p>
<p><b>Item 2 – Permit</b></p>	<p>PA2018/6004</p>
<p><b>Item 3 – Mortgagee &amp; Instrument/s of Mortgagee</b></p>	<p>In respect of Property 34: CVS LANE FUNDING 63 PTY LTD as mortgagee under instrument of mortgage AT479528U</p> <p>In respect of Property 47: CVS LANE FUNDING 63 PTY LTD as mortgagee under instrument of mortgage AS119145H</p>
<p><b>Item 4 – Caveator &amp; Instrument of Caveat</b></p>	<p>NA</p>

INFORMATION

**SCHEDULE 2 – BOUNDARY STRIPS**



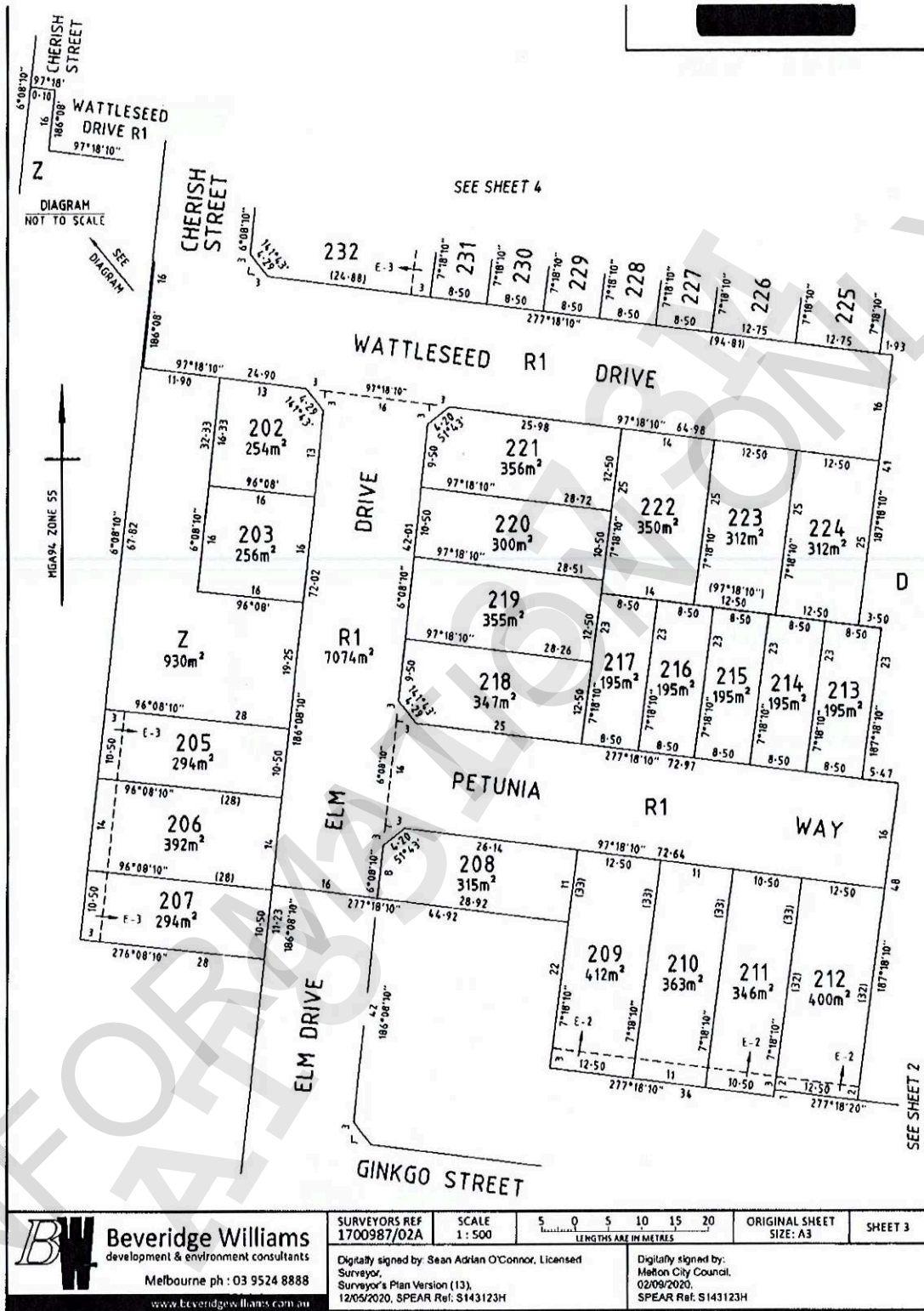
**BW** Beveridge Williams  
 development & environment consultants  
 Melbourne ph : 03 9524 8888  
 www.beveridgewilliams.com.au

SURVEYORS REF 1700987/01A  
 SCALE 1:2500  
 25 0 25 50 75 100  
 LENGTHS ARE IN METRES

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor.  
 Surveyor's Plan Version (17),  
 12/05/2020, SPEAR Ref: S142886B

Digitally signed by:  
 Melton City Council.  
 02/09/2020,  
 SPEAR Ref: S142886B

ORIGINAL SHEET SIZE: A3  
 SHEET 2



**BW** Beveridge Williams  
 development & environment consultants  
 Melbourne ph : 03 9524 8888  
 www.beveridgewilliams.com.au

SURVEYORS REF 1700987/02A	SCALE 1 : 500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (13), 12/05/2020, SPEAR Ref: S143123H		Digitally signed by: Merton City Council, 02/09/2020, SPEAR Ref: S143123H		

# Property Clearance Certificate

## Land Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM  
PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference: 90579423:132637458

Certificate No: 98453508

Issue Date: 30 MAR 2026

Enquiries: ESYSPROD

Land Address: 49 CHERISH STREET FRASER RISE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48614073	322	833944	12322	776	\$0.00

Vendor: VASILY VORONKOV

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR VASILY VORONKOV	2026	\$250,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total
----------------------------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$485,000

SITE VALUE (SV): \$250,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$0.00**

# Notes to Certificate - Land Tax

Certificate No: 98453508

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$250,000

Calculated as \$975 plus ( \$250,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,850.00

Taxable Value = \$485,000

Calculated as \$485,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 98453508

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 98453508

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

**Your Reference:** 90579423:132637458

**Certificate No:** 98453508

**Issue Date:** 30 MAR 2026

**Enquires:** ESYSPROD

**Land Address:** 49 CHERISH STREET FRASER RISE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48614073	322	833944	12322	776	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$485,000
<b>SITE VALUE:</b>	\$250,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98453508

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference:	90579423:132637458
Certificate No:	98453508
Issue Date:	30 MAR 2026

Land Address: 49 CHERISH STREET FRASER RISE VIC 3336

Lot	Plan	Volume	Folio
322	833944	12322	776

Vendor: VASILY VORONKOV  
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

Paul Broderick  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98453508

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Bill Code: 416073  
Ref: 98453509

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 98453509

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



# WESTSIDE

Building Surveying (Aus) Pty Ltd  
ABN: 79 649 242 240

Phone: 9741 3432

Fax:

Unit 1/49-55 Riverside Avenue  
Werribee 3030

Application Number: 37178-22

## FORM 2

Building Act 1993  
Building Regulations 2018

Regulation 37(1)

### BUILDING PERMIT

**Building Permit No. BS-U 17998/8568618884482**

#### Issued to

Agent of Owner	<b>Plus 1 Homes Pty Ltd</b>	
ACN / ARBN	<b>169 700 243</b>	
Postal Address	<b>21 Runnymede Lane Brookfield</b>	Postcode <b>3338</b>
Email	<b>plus1homes@bigpond.com</b>	
Address for serving or giving of documents:	<b>21 Runnymede Lane Brookfield</b>	Postcode <b>3338</b>
Contact Person	<b>Matthew Collins</b>	Telephone <b>0408 031 423</b>

#### Ownership Details (if person issued with permit is not the owner)

Owner	<b>Vasily Voronkov</b>	
ACN / ARBN		
Postal Address	<b>1 Harris Street Colac</b>	Postcode <b>3250</b>
Email	<b>v3.75@me.com</b>	
Contact Person	<b>Vasily Voronkov</b>	Telephone <b>0420 738 310</b>

#### Property Details [include title details as and if applicable]

Number <b>49</b>	Street/Road <b>Cherish Street</b>	Suburb <b>Fraser Rise</b>	Postcode <b>3336</b>
Lot/s <b>322</b>	LP/PS <b>PS833944U</b>	Volume <b>12322</b>	Folio <b>776</b>
Crown allotment	Section No	Parish	County

Municipal District **Melton City Council**

#### Builder

Name	<b>Plus 1 Homes Pty Ltd</b>	Telephone <b>0408 031 423</b>
Address	<b>21 Runnymede Lane Brookfield 3338</b>	
ACN/ARBN:	<b>169 700 243</b>	
Building practitioner registration no:	<b>CDB-U 51117</b>	

## Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Matthew Collins-Plus 1 Homes Pty Ltd	CDB-U	CDB-U 51117

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Matthew Collins-Plus 1 Homes Pty Ltd	CDB-U	CDB-U 51117
Edwin Hammink-Home & Industrial Soiltest Pty Ltd	PE	PE 0001923

## Details of Domestic Building Work Insurance<sup>5</sup>

The issuer or provider of the required insurance policy is: **VMIA**

Insurance policy number : **C733605**

Insurance policy date : **15/09/2022**

## Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

## Nature of Building Work

Description: **Construction of Dwelling and garage**

Storeys contains: **1**

Rise in storeys: **n/a**

Effective height: **n/a**

Type of construction: **n/a**

Version of BCA applicable to permit: **NCC 2019 - VOL 2**

Cost of Building Work: **\$203,848.00**

Total floor area of new building work in m<sup>2</sup>: **123**

## Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(a)**

Part of Building: **Associated Garage**

BCA Classification: **10a**

## Performance Solution

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

Relevant performance requirement	Details of performance solution
Performance requirements P2.2.1(b)(i)&(iii), P2.2.2 Deem to satisfy 3.5.4.3(a), 3.5.4.4(a)(i), 3.5.4.5(a), 3.10.5.0	Being BCA Performance Requirement P2.1.1(b)(i)&(iii) - Structural reliability & P2.2.2 - Weatherproofing; together with BCA Deemed-to-Satisfy Provision Clause 3.5.4.3(a) wall cladding boards, 3.5.4.4(a)(i) Sheet wall cladding, 3.5.4.5(a) Eaves and soffit linings, 3.10.5.0 construction in bushfire prone areas; as illustrated on the Certificate of Conformity CM40222 Rev3 Axon Cladding. The Building Permit is subject to any conditions specified in the report.
Performance requirements P2.2.1(b)(i)&(iii), P2.2.2, P2.2.3 Deem to satisfy 3.7.2.4(b), 3.8.7.2, 3.10.5.0, 3.12.1.4	Being BCA Performance Requirement P2.1.1(b)(iii) - Structural reliability, P2.2.2 – Weatherproofing, P2.2.3 Rising Damp; together with BCA Deemed-to-Satisfy Provision Clause 3.7.2.4(b) Protection from spread of fire, 3.8.7.2 Condensation management, 3.10.5.0 construction in bushfire prone areas & 3.12.1.4 Energy Efficiency; as illustrated on the Certificate of Conformity CM40326 Nasahi Cladding Low Rise External Wall Cladding System. The Building Permit is subject to any conditions specified in the report.

## Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation no
---------------------	------------------------------------	---------------

Melton City Council	Stormwater drainage	Regulation 133
---------------------	---------------------	----------------

**Protection Work**

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

**Inspection Requirements**

The mandatory inspection notification stages are:

1. Pier Holes Inspection
2. Pre-Slab Inspection
3. Steel for Slab Inspection
4. Framework Inspection
5. Final Inspection

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building.

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

**Commencement and Completion**

This building work must commence by 07 October 2023

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

This building work must be completed by 06 October 2024

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

**Conditions**

This permit is subject to the following conditions

1. This building permit has been assessed in accordance with the Building Regulations 2018. It is the owner's responsibility to ensure that they are achieving compliance with any covenants and 173 agreements which have been registered on the title. Westside building Surveying will take no responsibility or liability for matters which relate to a non compliance with a restriction.
2. As subject site is designated bushfire prone area, construction must be in accordance with AS3959-2018 [Construction of Buildings in Bushfire Prone Areas] to comply with a Bushfire Attack Level of 12.5 [BAL-12.5].
3. It is the responsibility of the owner to ensure all covenants and section 173 agreements listed on the Certificate of Title are complied with as they are not enforced by the Relevant Building Surveyor under the Building Act 1993.
4. All relevant Planning Conditions and covenants on title must be complied with.
5. All plumbing work must be carried out by a licensed plumber and approved by the relevant authority
6. It is the responsibility of the owner to ensure that any trees within or surrounding the allotment are maintained in their current form in accordance with the Soil Report and Engineers notations. If any trees are allowed to grow an amendment will need to be obtained or if after an Occupancy/Final Certificate has been issued a separate Building Permit will need to be obtained to install a moisture/root barrier to an Engineer Certified design.
7. Prior to commencement of the frame erection, submit roof and/or floor truss manufacturers specifications and layout plans to the Relevant Building Surveyor's office for endorsement.

**Relevant Building Surveyor**

Name: **James Reardon**

Address: **Unit 1, 49-55 Riverside Avenue Werribee 3030**

Email: **permits@westsidesurveying.com.au**

Building practitioner registration no.: **BS-U 17998**

Municipal district: **Melton City Council**

Permit no.: **BS-U 17998/8568618884482**

Date of issue of permit: **07 October 2022**

Signature:



INFORMATION ONLY

Application Number: 37178-22

## FORM 16

Regulation 192  
Building Act 1993  
Building Regulations 2018

### OCCUPANCY PERMIT

#### Property Details

Number: <b>49</b>	Street/Road: <b>Cherish Street</b>	Suburb: <b>Fraser Rise</b>	Postcode: <b>3336</b>
Lot/s: <b>322</b>	LP/PS: <b>PS833944U</b>	Volume: <b>12322</b>	Folio: <b>776</b>
Crown: allotment	Section: No	Parish:	County:

Municipal District: **Melton City Council**

#### Building permit details

Building permit number: **BS-U 17998/8568618884482**  
Version of BCA applicable to building permit: **NCC 2019 - Vol Two**  
Description: **Construction of Dwelling and garage**

#### Building Details

Part of building to which permit applies:	<b>Dwelling All parts</b>
Permitted use:	<b>Residential</b>
BCA Class of building:	<b>1a(a)</b>
Maximum permissible floor live load:	<b>1.5kPa</b>
Maximum number of people to be accommodated:	

Part of building to which permit applies:	<b>Associated Garage All parts</b>
Permitted use:	<b>Residential</b>
BCA Class of building:	<b>10a</b>
Maximum permissible floor live load:	<b>2.5kPa</b>
Maximum number of people to be accommodated:	

Storeys contained: <b>1</b>	Rise in storeys (for Class 2-9 buildings): <b>n/a</b>
Effective height: <b>n/a</b>	Type of construction: <b>21</b> <b>n/a</b>

#### Reporting authorities

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

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Melton City Council	Stormwater drainage	Regulation 133

### Suitability for occupation

At the date this occupancy permit is issued, the to which this permit applies is suitable for occupation.

An occupancy permit issued under Section 46 of the Building Act is evidence that the building or part of a building to which it applies is suitable for occupation. An occupancy permit issued under this Division is not evidence that the building or part of a building to which it applies complies with this Act or the building regulations.

### Inspection Records

Pier Holes Inspection	18/10/2022
Re-Pre-Slab Inspection	08/11/2022
Re-Steel for Slab Inspection	10/11/2022
Re-Framework Inspection	21/12/2022
Final Inspection	24/10/2023

### Approval Date

### Relevant Building Surveyor

Name: **James Reardon**  
Address: **Unit 1, 49-55 Riverside Avenue Werribee 3030**  
Email: **james@westsidesurveying.com.au**  
Building practitioner registration no.: **BS-U 17998**  
Municipal district name: **Melton City Council**  
Occupancy Permit no. **BS-U 17998/8568618884482**  
Date of issue: **26 October 2023**  
Date of final inspection **24 October 2023**  
Signature:

## Domestic Building Insurance

## Certificate of Insurance

Vasily Voronkov  
1 Harris St  
COLAC  
VIC 3250

Policy Number:  
**C733605**

Policy Inception Date:  
**15/09/2022**

Builder Account Number:  
**006286**

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, the Victorian Building Authority trading as Building and Plumbing Commission, in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**  
At the property: **49 Cherish St FRASER RISE VIC 3336 Australia**  
Carried out by the builder: **PLUS 1 HOMES PTY LTD**  
Builder ACN: **169700243**

**!** 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 Victorian Building Authority trading as Building and Plumbing Commission. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Vasily Voronkov**  
Pursuant to a domestic building contract dated: **02/08/2022**  
For the contract price of: **\$ 208,045.00**  
Type of Cover: **Cover is only provided if PLUS 1 HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***  
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***  
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission immediately on 1300 067 088 or email [dbi@bpc.vic.gov.au](mailto:dbi@bpc.vic.gov.au)

### IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct. Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

### 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\*

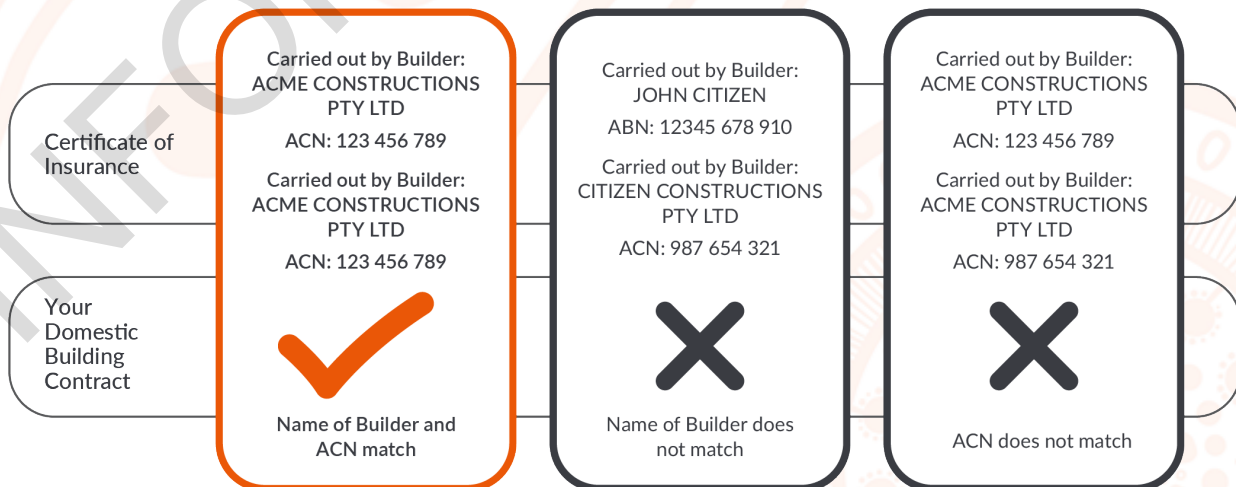
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by the Victorian Building Authority trading as Building and Plumbing Commission

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$1,318.00</b>
GST:	<b>\$131.80</b>
Stamp Duty:	<b>\$144.98</b>
<b>Total:</b>	<b>\$1,594.78</b>

If the information on the certificate does not match exactly what is on your domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission on 1300 067 088 Below are some examples of what to look for:



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 31 March 2026 11:05 AM

## PROPERTY DETAILS

Address: **49 CHERISH STREET FRASER RISE 3336**  
 Lot and Plan Number: **Lot 322 PS833944**  
 Standard Parcel Identifier (SPI): **322\PS833944**  
 Local Government Area (Council): **MELTON**  
 Council Property Number: **889022**  
 Planning Scheme: **Melton**  
 Directory Reference: **Melway 355 J5**

[www.melton.vic.gov.au](http://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: **SYDENHAM**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

## Note

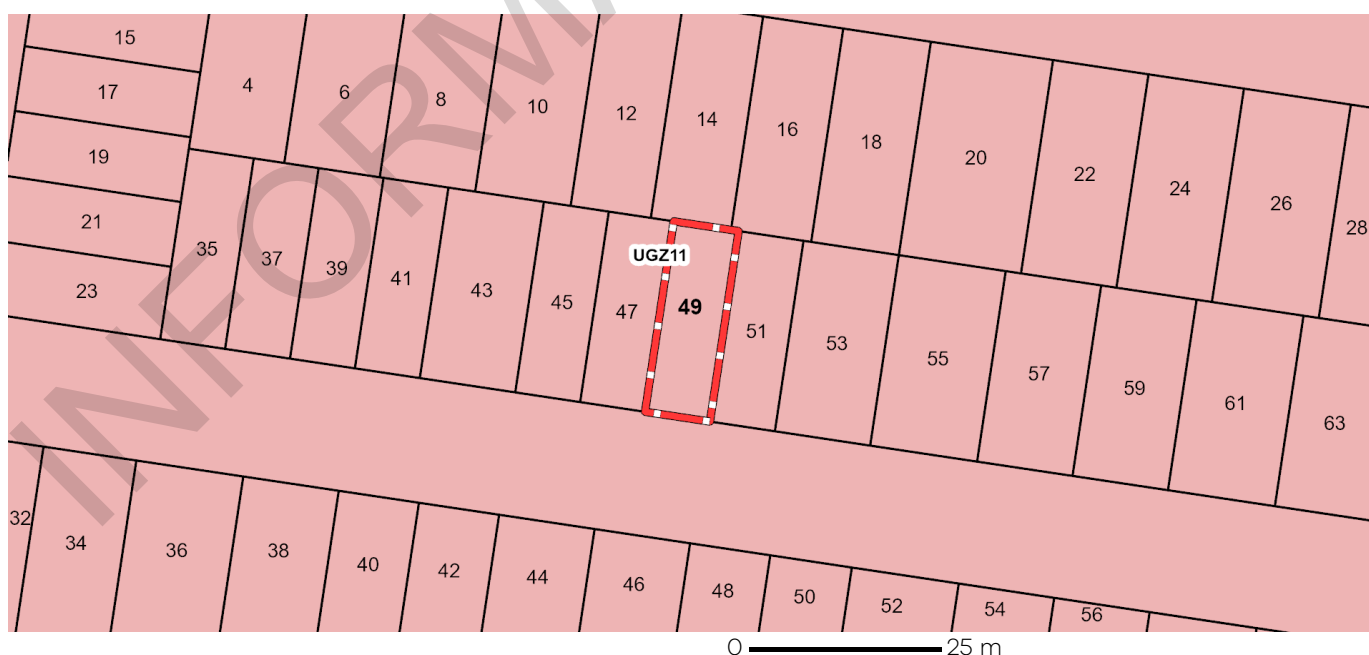
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 11 \(UGZ11\)](#)



**UGZ - Urban Growth**

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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 \(ICO1\)](#)

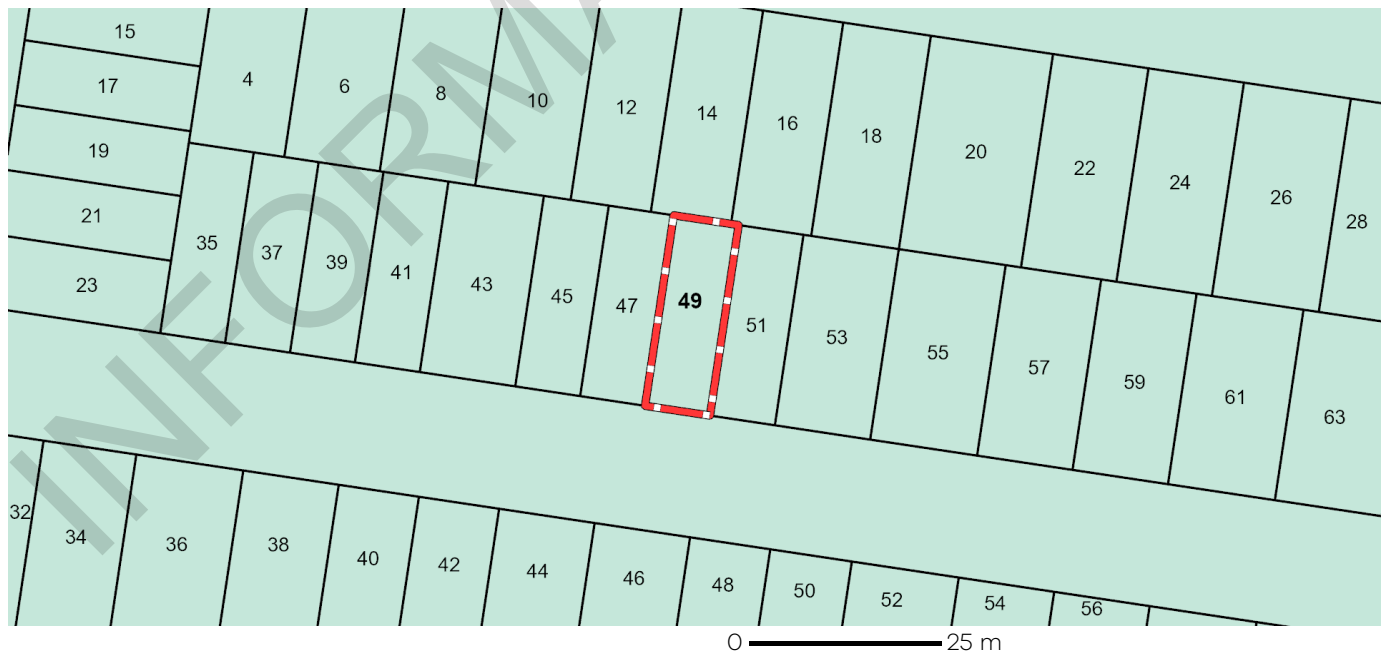


 **ICO - Infrastructure Contributions Overlay**

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](#)



 **Land added to the UGB since 2005**

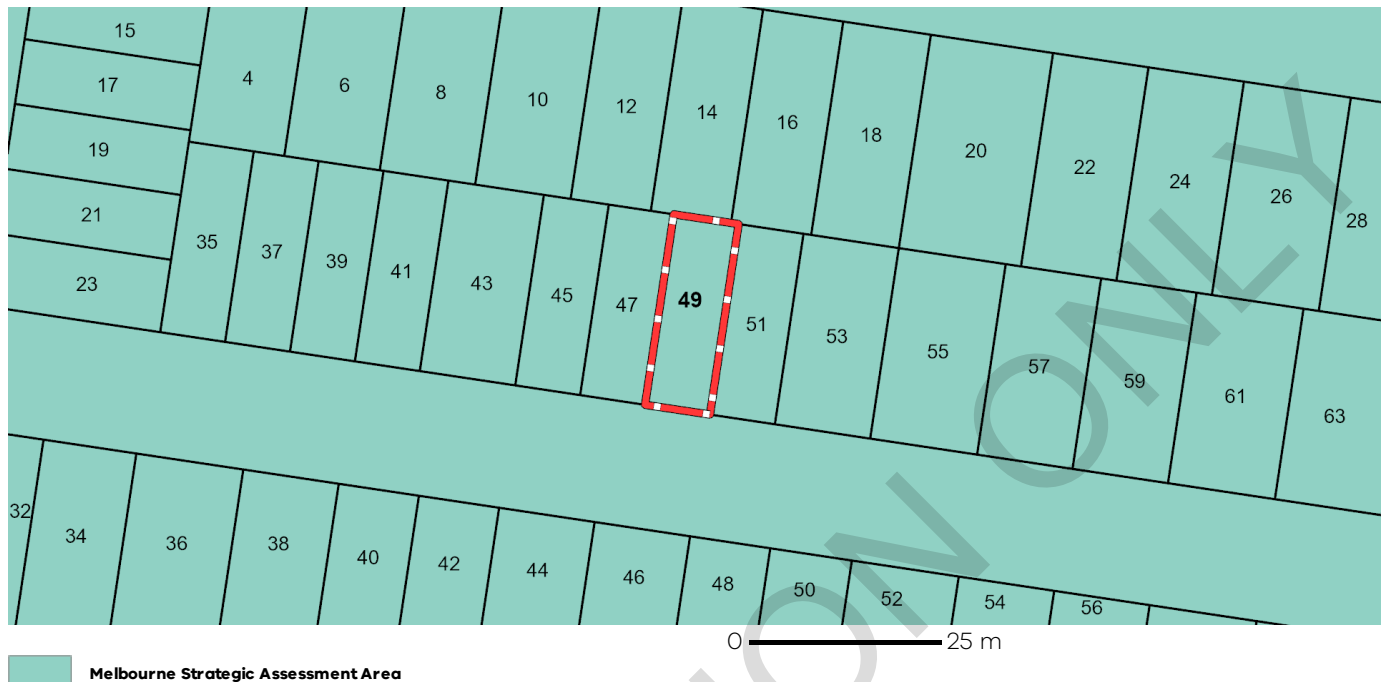
Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Melbourne Strategic Assessment

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



## Further Planning Information

Planning scheme data last updated on 31 March 2026.

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

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

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

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

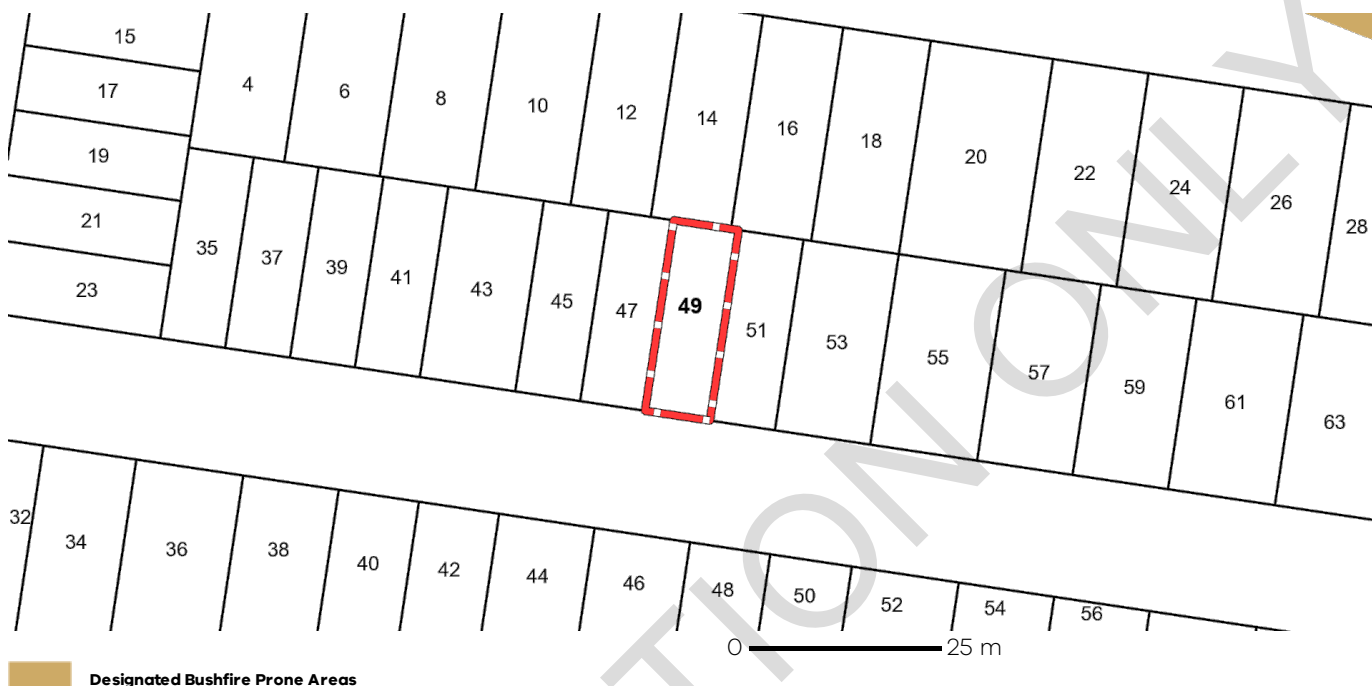
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# Rates, charges and valuation notice

## 2025/2026

For the period 1 July 2025 to 30 June 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: 20/08/2025



V Voronkov  
49 Cherish Street  
FRASER RISE VIC 3336



024  
1035833  
DLX4\_15865

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

Assessment Number

889022

Arrears Amount

Due

Pay this amount

\$435.76

Not later than

**DIRECT DEBIT**

Property Location 49 Cherish Street FRASER RISE VIC 3336  
Description LOT 322 PS 833944U V/F 12322/776

Ward

JACKWOOD

Capital Improve Value  
\$485,000

Site Value  
\$250,000

Net Annual Value  
\$24,250

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.

Item	Rate	Value	Quantity	Total
General Rate	\$0.00211580	x \$485,000		\$1,026.16
Municipal Charge	\$189.00		x 1	\$189.00
Waste Service A-240L yellow, 120L red, 240L green	\$308.00		x 1	\$308.00
<b>Emergency Services &amp; Volunteer Fund</b>				
Residential ESVF Fixed Charge	\$136.00		x 1	\$136.00
Residential ESVF Variable Charge	\$0.00017300	x \$485,000		\$83.91
<b>Total Rates &amp; Charges</b>				<b>\$1,743.07</b>

Instalment	Due Date	Amount
1st Instalment	30/09/2025	\$435.76
2nd Instalment	30/11/2025	\$435.77
3rd Instalment	28/02/2026	\$435.77
4th Instalment	31/05/2026	\$435.77

Total Balance

**\$1,743.07**

The Emergency Services & Volunteer Fund sum of \$219.91 is collected for the State Government. AVPCC 120 Single Strata Unit/Villa Unit/Townhouse

Households have access to use any two of the following waste disposal options each year. (Expiry 30/06/26) \*Visit website for more information and conditions

### Melton Recycling Facility



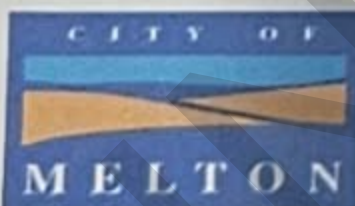
Disposal of up to 1 cubic metre (1m<sup>3</sup>) of Waste\* at the Melton Recycling Facility 33 Ferris Road, Cobblebank



At Home Hard Waste Collection (Must Book before 16/6/2026)



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. 001008890228

Our records indicate you have elected to pay by direct debit. The amount due will be debited in accordance with your instructions on the due date(s). If you have any questions regarding your direct debit please contact us.

ASSESSMENT NUMBER 889022  
RATE PAYER V Voronkov  
PROPERTY LOCATION 49 Cherish Street FRASER RISE VIC 3336



Scan here to pay

Amount Payable

**\$435.76**

FlexiPay VISA Bank Account G Pay Apple Pay

**GO GREEN. GO ELECTRONIC.**

Receive your rates notices via email

Register now at [melton.enotices.com.au](http://melton.enotices.com.au) with eNotices reference number:

A75B44D99F





**Greater  
Western  
Water**

V Voronkov  
49 Cherish Street  
FRASER RISE VIC 3336

Having trouble  
paying your bill?

Call us on **13 44 99** or visit  
[gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

Account number

**14619 50000**

**Tax Invoice** 146891318703

**Date of issue** 19 Mar 2026

**Service address**

49 Cherish Street, Fraser Rise  
VIC, 3336

Amount to pay

**\$272.27**

Previous bill \$564.80

Payments received -\$564.80

Balance \$0.00

Current charges \$272.27

**Total charges \$272.27**

Pay by

**14 Apr 2026**

Having trouble  
paying your bill?

Call us on **13 44 99** or visit  
[gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

Please see page 2 for detailed information

### Drinking Water

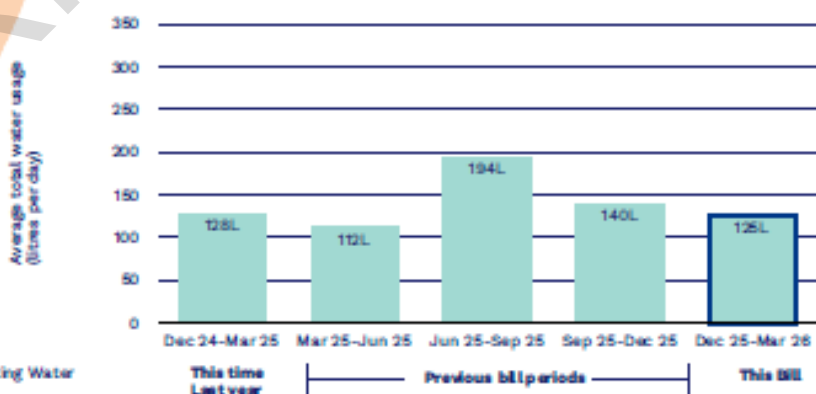
Average daily use

**125L**

Average daily spend

**\$0.33**

### Your household water usage



## Payment options

Greater Western Water ABN 70 066 902 467



### Direct debit

Set up direct debit  
at [gww.com.au](http://gww.com.au) or  
call **13 44 99**



### BPAY

Bill code: **8789**  
Ref: **14619500006**  
Go to [bpay.com.au](http://bpay.com.au)

® Registered to BPAY  
Pty Ltd

ABN 69 079 137 518



### Credit card

Pay by credit card  
at [gww.com.au](http://gww.com.au) or  
call **13 44 99**



### Australia Post

Billpay code: **0362**  
Ref: **0146 1950 0002**

Pay at any post office,  
by phone **13 18 16**, at  
[postbillpay.com.au](http://postbillpay.com.au), or  
via AusPost app

### Centrelink

Make regular deductions  
from your Centrelink  
payments.  
Call **13 44 99** or visit  
[centrelink.gov.au](http://centrelink.gov.au)  
Greater Western Water  
reference: **555-054-071-L**  
Your account number:



MR VASILY VORONKOV  
49 CHERISH STREET  
FRASER RISE VIC 3336

Our reference: 7168003931214

Phone: **13 28 66**

11 March 2026

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello VASILY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411188846189
Vendor name	VASILY VORONKOV
Clearance Certificate Period	10 March 2026 to 11 March 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

# 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 [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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

### **Land boundaries**

#### ***Do you know the exact boundary of the property?***

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

### **Planning controls**

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

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

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

#### ***Are there any proposed or granted planning permits?***

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

### **Safety**

#### ***Is the building safe to live in?***

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

### **Building permits**

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

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

#### ***Are any recent building or renovation works covered by insurance?***

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

#### ***Do you know your rights when buying a property?***

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

---

**VENDOR'S STATEMENT**

---

**Property:**

49 Cherish Street FRASER RISE VIC 3336

Sargeants Conveyancing

PO Box 3442  
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201

Email: [admin@sargeantscs.com.au](mailto:admin@sargeantscs.com.au)

Ref: 26/6810