

DATED

2026

CONTRACT OF SALE OF REAL ESTATE



MKJ Conveyancing

2 Splendid Road

DONNYBROOK VIC 3064

Tel: 0493493896

Fax:

Ref: MJ:2026/0765

Authorised Version

Sale of Land (Public Auctions) Regulations 2024

S.R. No. 48/2024

TABLE OF PROVISIONS

<i>Regulation</i>	<i>Page</i>
1 Objectives	1
2 Authorising provision	1
3 Commencement	2
4 Revocation	2
5 Standard rules for the conduct of public auctions for the sale of land	2
6 Information made available at auctions	3
7 Announcements by auctioneer before bidding starts	5
8 Auctioneer must indicate bidders on request	8
Schedule 1—General rules for the conduct of public auctions of land	9
Schedule 2—Rules for the conduct of public auctions of land—One vendor intends to bid to purchase	10
Schedule 3—Rules for the conduct of public auctions of land—Some vendors intend to bid to purchase	11
Schedule 4—Rules for the conduct of public auctions of land—All vendors intend to bid to purchase	12
Schedule 5—Information concerning the conduct of public auctions of land	13
<hr/> <hr/>	
Endnotes	17

INFORMATION ONLY

Authorised Version

STATUTORY RULES 2024

S.R. No. 48/2024

Sale of Land Act 1962

Sale of Land (Public Auctions) Regulations 2024

The Governor in Council makes the following Regulations:

Dated: 18 June 2024

Responsible Minister:

GABRIELLE WILLIAMS
Minister for Consumer Affairs

ANGELA SMITH
Clerk of the Executive Council

1 Objectives

The objectives of these Regulations are—

- (a) to prescribe standard rules for public auctions for the sale of land; and
- (b) to prescribe written information statements that must be made available for public auctions for the sale of land, and to prescribe how that information is to be made available; and
- (c) to prescribe the obligations of auctioneers at public auctions for the sale of land.

2 Authorising provision

These Regulations are made under section 48 of the **Sale of Land Act 1962**.

3 Commencement

These Regulations come into operation on 23 June 2024.

4 Revocation

The Sale of Land (Public Auctions) Regulations 2014¹ are **revoked**.

5 Standard rules for the conduct of public auctions for the sale of land

- (1) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 1 unless subregulation (2), (3) or (4) applies to that auction.
- (2) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 2 if there are 2 co-owners of the land and one of the co-owners intends to bid to purchase the interest of the other co-owner in the land.
- (3) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 3 if there are more than 2 co-owners of the land and one or more (but not all) of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.
- (4) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 4 if there are 2 or more co-owners of the land and each of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.

6 Information made available at auctions

- (1) The auctioneer of land at a public auction to which regulation 5(1) applies must ensure that the following information is available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts—
- (a) the rules set out in Schedule 1;
 - (b) the information in Schedule 5;
 - (c) any other conditions applying to the auction.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (2) The auctioneer of land at a public auction to which the rules set out in Schedule 1 apply must ensure that it is clear which of the 2 alternatives to rule 1 applies to that auction.

Penalty: 5 penalty units.

- (3) The auctioneer of land at a public auction to which regulation 5(2) applies must ensure that the following information is available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts—

- (a) the rules set out in Schedule 2;
- (b) the information in Schedule 5;
- (c) any other conditions applying to the auction.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (4) The auctioneer of land at a public auction to which regulation 5(3) applies must ensure that the following information is available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts—
- (a) the rules set out in Schedule 3;
 - (b) the information in Schedule 5;
 - (c) any other conditions applying to the auction.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (5) The auctioneer of land at a public auction to which regulation 5(4) applies must ensure that the following information is available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts—
- (a) the rules set out in Schedule 4;
 - (b) the information in Schedule 5;
 - (c) any other conditions applying to the auction.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (6) The auctioneer of land at a public auction must ensure that the rules set out in Schedule 1, 2, 3 or 4 that are made available at the auction are printed or typed—
- (a) in plain text in a font of at least 20 point; and
 - (b) in a form that is easily legible; and

- (c) in a manner that provides a clear contrast between the typeface of the rules and the background on which the rules are printed or typed.

Penalty: 5 penalty units.

7 Announcements by auctioneer before bidding starts

- (1) Before accepting any bid at a public auction for the sale of land, the auctioneer of the land must audibly state—
 - (a) that the auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction; and
 - (b) that the auction rules prohibit an auctioneer from accepting bids or offers for a property after the property has been knocked down to the successful bidder; and
 - (c) that the auctioneer must indicate bidders on request; and
 - (d) that the law—
 - (i) prohibits false bids; and
 - (ii) prohibits major disruptions by bidders; and
 - (iii) prohibits bidders attempting to prevent others from bidding; and
 - (iv) provides for fines for this conduct.

Penalty: 10 penalty units.

- (2) If the rules set out in Schedule 1 apply to a public auction of land and those rules permit the auctioneer to bid on behalf of the vendor, the auctioneer must, in addition to the requirements in subregulation (1), before accepting any bid audibly state—
- (a) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor; and
 - (b) that by law only the auctioneer can make a vendor bid.

Penalty: 10 penalty units.

- (3) If the rules set out in Schedule 1 apply to a public auction of land and those rules do not permit the auctioneer to bid on behalf of the vendor, the auctioneer of the land must, in addition to the requirements in subregulation (1), before accepting any bid at the auction audibly state that the rules for the conduct of the auction do not permit the making of a bid on behalf of the vendor.

Penalty: 10 penalty units.

- (4) If the rules set out in Schedule 2 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
- (a) that one of the vendors (or their representative) intends to make a bid to purchase the land; and
 - (b) that only the auctioneer can make a vendor bid on behalf of the vendor who is not bidding to purchase the land; and

- (c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.

Penalty: 10 penalty units.

- (5) If the rules set out in Schedule 3 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
 - (a) that one or more but not all of the vendors (or their representatives) intends to make a bid to purchase the land; and
 - (b) that only the auctioneer can make a vendor bid on behalf of a vendor who is not bidding to purchase the land; and
 - (c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.

Penalty: 10 penalty units.

- (6) If the rules set out in Schedule 4 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
 - (a) that each of the vendors (or their representatives) intend to bid to purchase the land; and
 - (b) that no vendor bids will be made by the auctioneer.

Penalty: 10 penalty units.

8 Auctioneer must indicate bidders on request

If a person at a public auction for the sale of land asks the auctioneer to indicate the person who made a bid, the auctioneer must indicate the person who made the bid before taking another bid.

Penalty: 10 penalty units.

INFORMATION ONLY

Schedule 1—General rules for the conduct of public auctions of land

Regulations 5(1), 6(1)(a), (2) and (6), and 7(2) and (3)

*1 No bids may be made on behalf of the vendor of the land.

OR

*1 The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[*One of these alternatives must be deleted.]

- 2 The auctioneer may refuse any bid.
- 3 The auctioneer may determine the amount by which the bidding is to be advanced.
- 4 The auctioneer may withdraw the property from sale at any time.
- 5 The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
- 6 In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
- 7 The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
- 8 If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**Schedule 2—Rules for the conduct of public
auctions of land—One vendor intends to bid
to purchase**

Regulations 5(2), 6(3)(a) and (6) and 7(4)

- 1 The property at this auction is co-owned by 2 vendors.
One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.
Only the auctioneer can make a bid for the other vendor.
- 2 The auctioneer may refuse any bid.
- 3 The auctioneer may determine the amount by which the bidding is to be advanced.
- 4 The auctioneer may withdraw the property from sale at any time.
- 5 The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
- 6 In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
- 7 The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
- 8 If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Schedule 3—Rules for the conduct of public auctions of land—Some vendors intend to bid to purchase

Regulations 5(3), 6(4)(a) and (6) and 7(5)

- 1 The property at this auction is co-owned by more than 2 vendors.

One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for a vendor not bidding to purchase the property.
- 2 The auctioneer may refuse any bid.
- 3 The auctioneer may determine the amount by which the bidding is to be advanced.
- 4 The auctioneer may withdraw the property from sale at any time.
- 5 The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
- 6 In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
- 7 The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
- 8 If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Schedule 4—Rules for the conduct of public auctions of land—All vendors intend to bid to purchase

Regulations 5(4), 6(5)(a) and (6) and 7(6)

- 1 The property at this auction is co-owned by 2 or more vendors.

Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

The auctioneer cannot make a bid at this auction.
- 2 The auctioneer may refuse any bid.
- 3 The auctioneer may determine the amount by which the bidding is to be advanced.
- 4 The auctioneer may withdraw the property from sale at any time.
- 5 The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
- 6 In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
- 7 The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
- 8 If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Schedule 5—Information concerning the conduct of public auctions of land

Regulation 6(1)(b), (3)(b), (4)(b) and (5)(b)

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are 2 or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are 2 or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

Schedule 5—Information concerning the conduct of public auctions of land

- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling-off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling-off period.

Sale of Land (Public Auctions) Regulations 2024
S.R. No. 48/2024

Schedule 5—Information concerning the conduct of public auctions of land

What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land (Public Auctions) Regulations 2024. Copies of those laws can be found at the following website: www.legislation.vic.gov.au.

Endnotes

¹ Reg. 4: S.R. No. 73/2014.

Penalty Units

These Regulations provide for penalties by reference to penalty units within the meaning of section 110 of the **Sentencing Act 1991**. The amount of the penalty is to be calculated, in accordance with section 7 of the **Monetary Units Act 2004**, by multiplying the number of penalty units applicable by the value of a penalty unit.

The value of a penalty unit for the financial year commencing 1 July 2023 is \$192.31. The amount of the calculated penalty may be rounded to the nearest dollar.

The value of a penalty unit for future financial years is to be fixed by the Treasurer under section 5 of the **Monetary Units Act 2004**. The value of a penalty unit for a financial year must be published in the Government Gazette and a Victorian newspaper before 1 June in the preceding financial year.

Contract of Sale of Land

Property:

24 Vearings Road, Wollert VIC 3750

MKJ Conveyancing
2 Splendid Road
DONNYBROOK VIC 3064
Tel: 0493493896
Ref: MJ:2026/0765

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962* (Vic))

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

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

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

WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* (Vic).

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

Mandeep Sharma

Name of individual

Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

Nancy Sharma

Name of individual

Signature of individual

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.4

INFORMATION ONLY

Table of Contents

Particulars of Sale	6
Special Conditions.....	9
General Conditions.....	Error! Bookmark not defined.

INFORMATION ONLY

Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: _____ Mob: _____ Ref: _____

Vendor

Name: Mandeep Sharma and Nancy Sharma
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: MKJ Conveyancing
Address: 2 Splendid Road, Donnybrook VIC 3064
Email: info@mkjconveyancing.com.au
Tel: 0493493896 Mob: _____ Ref: 2026/0765

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
Address: _____
Email: _____
Tel: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12030 Folio 905	112	PS 804344K

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 24 Vearings Road, Wollert VIC 3750

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fitting and fixtures of permanent nature as inspected.

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 (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962 (Vic)* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

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

INFORMATION ONLY

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

INFORMATION ONLY

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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 1.14 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

- 13.2 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.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

INFORMATION ONLY

Any Special Conditions written below which are inconsistent with the General Conditions hereinbefore contained shall modify or exclude such Conditions to the extent of such inconsistency.

CONTRACT OF SALE OF REAL ESTATE
SPECIAL CONDITIONS

1. Compliance with Sale of Land Act

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other document related to the sale hereby effected, the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1962* (as amended) in the form included in this Contract

2. Jointly and Severally

If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa,

3. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

4. Guarantee of Company

If a company purchases the property:

4.1. Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

4.2. The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

5. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 5 applies, if the box is marked "EC"

5.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

5.2 A party must immediately give written notice if that party reasonably believes

that settlement and lodgement can no longer be conducted electronically. Special condition 5 ceases to apply from when such a notice is given.

5.3 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*.

5.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

5.9 The vendor must before settlement:

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

the purchaser's nominee on notification of settlement by the Electronic Network Operator.

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

6. Default Interest

If the Purchaser defaults in any payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 16%. The default interest rate referred to in General Condition 33 does not apply.

7. Adjustments

General Condition 23 is amended by the inclusion of the following clauses; 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 Vendors conveyancer.

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 7 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving the Statement of Adjustments.

8. Non-Merger

Obligations under this Contract which have not been satisfied or performed by the Settlement Date remain in full force and effect irrespective of settlement and do not merge on the transfer of the Property.

9. Time of the Essence

Unless a contrary intention appears in relation to any time expressed in this Contract, time shall be and remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser.

10. Identity of the Land

The Purchaser admits that the property as offered for sale and inspected is identical with that described in the Plan of Subdivision annexed to the Section 32 Statement. The Purchaser shall not make any requisitions or

claim any compensation for any alleged misdescription of the lot or deficiency in its area or measurement or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

11. Condition of Property and Chattels

- (a). The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels.
- (b). The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof.
- (c). The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alterations or improvements at the Property after the date of sale.
- (d). The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property.
- (e). General Conditions 31.4, 31.5 and 31.6 shall not apply.

12. Zoning and Other Restrictions

Any restriction on the use of or any zoning or reservation affecting the land under any Town Planning Plan of Scheme or any interim Development Order or in any legislation or imposed by any Authority empowered by legislation to control the use of the land shall not affect the validity of this Contract or constitute a defect in the Vendor's Title nor shall the purchaser make any claim for compensation in respect thereto.

13. Notices

The Purchaser shall assume liability for compliance with any notice or order relating to the property sold (other than those referring to apportionable outgoings) which are made or issued on or after the date hereof.

14. Purchaser buys subject to any contaminants

On and from the date of contract, the Purchaser:

- (a) assumes full responsibility for the presence of any Contaminant on the Property and anything incidental to any Contaminant, including compliance

with all relevant legislation, Property Controls and the requirements of any Authority concerning them;

(b) agrees to indemnify the Vendor against:

- (i) the responsibilities set out in special condition 12 ; and
- (ii) any claim, action, loss, damage, liability or cost that may be brought against the Vendor or which the Vendor may pay, sustain or incur in any way from the existence of Contaminants on or emanating from the Property, including actions based on injury to any person or property; and

(c) must not rescind this Contract, make any objection, requisition, refuse to pay the Price or delay settlement because of any matter in this special condition 12 and acknowledges that these matters do not affect the Vendor's title to the Property.

15. Transfer of Land

The instrument of Transfer required to be provided by the Purchaser to the Vendor shall be delivered by the Purchaser to the Vendor not less than (14) fourteen days before the Settlement date. If the Purchaser fails to deliver the Transfer to the Vendor, the Purchaser shall be deemed to have made default in payment of the residue of the purchase price and shall be liable for penalty interest for the days which settlement is delayed.

16. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person defined by the Foreign Acquisitions & Takeovers Act, all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable by the Vendor from the Purchaser.

17. Finance Clause

17.1 The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

17.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential lender refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. **A decline letter from a broker will not be accepted.**

18 Cancellation and Re-Scheduling of Settlement

- (a) The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be known and disclosed within the PEXA workspace, if applicable and deemed as foreseeable losses
- (b) The Purchaser will be liable for administrative fees being \$300 plus GST per cancellation and or rescheduling as required and requested of the Vendor's representative to amend, change and alter settlement date and or time.
- (c) The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or rescheduled be liable for a settlement re-attendance and re-scheduling fee.

19 Nomination

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties. Any substitute or additional nominees may incur a fee of \$250 plus GST payable by the purchaser.

20. Condition of the Property

- (a) The Property and any chattels are sold in their present condition and state of repair and subject to any defects, fair wear and tear inclusive. The Purchaser acknowledges having inspected the Property and accepts it in an "as is" condition.
- (b) No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.
- (c) The Purchaser shall not make any objection, requisition, or claim compensation in respect of any non-compliance of the improvements or any

alterations thereto with the provisions of the Local Government Act 1989 (Vic), the Building Act 1993 (Vic) or any other Act relating to such improvements or to any requisitions made under such Acts or with the requirements of the relevant authorities.

- (d) The Purchaser accepts the Property with all existing and future planning, environmental and building controls and approvals, and in its present condition with all defects and non-compliance with any of those controls or approvals.
- (e) The Purchaser acknowledges that the decision to purchase the Property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in this special condition; and hereby waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.
- (f) The Vendor makes no representations as to the suitability of the Property for any future purposes, the existence or non-existence of consents or permits in respect of the Property, except as expressly provided herein, and the Purchaser confirms it has relied solely on its own searches and enquiries as to the issuance or non-issuance of any consent or permit in respect of the Property.

21. Swimming Pools & Spa

The Vendor makes no warranties or representations that any pool or spa on the property has been registered with the relevant council or that the pool or spa has a compliant safety barrier. The Purchaser acknowledges and agrees that the purchaser shall be responsible for registering the pool or spa with the council and obtaining the relevant compliance certificate required by the council. The Purchaser further confirms that the purchaser will not make any objection or requisition, claim any compensation or delay settlement as a result of a pool or spa not have a compliant safety barrier, or as a result of the issue or non-issuance, lodgement or non-lodgement of any certificate of barrier compliance.

22. Variations to General Conditions

22.1 Exclusions

General condition 31 is excluded from this contract

23. Due diligence

- (a) The purchaser acknowledges that in signing the contract of sale, they have conducted and are satisfied with the results of due diligence enquiries in respect of the property including:
- (i) the state or condition of the property.
 - (ii) any current or future use of the property
 - (iii) and any other consideration, financial or otherwise, that the purchaser may in its absolute discretion consider appropriate.

24. Entire contract

24.1 Acknowledgment

The purchaser warrants that except as is provided in this Contract or the Vendor Statement:

- a. the purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the vendor, the vendor's estate agent or the vendor's legal practitioner, including in relation to:
 - i. any present use of the land, any use to which the land may be put or the fitness of the land for any lawful purpose;
 - ii. compliance with any Laws affecting the land or the compliance of any improvements on the land with any Building Laws;
 - iii. any development or subdivision which may be undertaken on or in relation the land
 - iv. the existence or non-existence of any contamination of the land
 - v. the amenity or neighbourhood in which the land is located; or
 - vi. any financial return or income that may be derived from the land;
- b) no information, representation or warranty (express or implied) provided or made by the vendor, the vendor's estate agent or the vendor's legal practitioner was provided or made with the intention or knowledge that it would

be relied on by the purchaser and no information, representation or warranty has in fact been relied on;

- c) the purchaser relies entirely on the purchaser's own inspection of and searches and enquiries in connection with the land, including in relation to those matters referred in special condition 24.1 (a);
- d) to the extent permitted by Law, the vendor is not liable to the purchaser as a result of or in connection with any information, representation or warranty having been provided or made by or on behalf of the vendor, the vendor's estate agent or the vendor's legal practitioner; and
- e) the purchaser may not make any Claim by reason of any matter, thing or liability arising from:
 - (i) any actual or alleged representation or warranty by any person
 - (ii) any actual or alleged agreement or understanding not embodied in this Contract; or
 - (iii) any actual or alleged agreement with an owner of an adjoining land, in relation to anything concerning the land.

24.2 Entire agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

24.3 No Claims

The purchaser may not make any claim against the vendor on the basis of anything arising from or in relation to the matters referred to in special condition 24.1 (a).

25. Sale by auction

If the land is offered for sale by public auction, it will be subject to the vendor's reserve price. The rules for the conduct of the auction must be as set out in Schedule 1 to the Sale of Land Regulations 2005 (Vic) or any rules prescribed by regulation which modify or replace those rules.

25. Foreign Resident Capital Gains Withholding;

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

25.2 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser, a clearance certificate issued by the Commission 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.

25.3 This special condition only applies if the purchaser is required to pay the Commission 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 is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).

25.4 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.

25.5 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 obligation in the special condition; and
- (b) Ensure that the representative does so.

25.6 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 monies under the control or direction of the representative in accordance with this special 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 special 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.

25.7 The representative is taken to have complied with the obligations in special condition 16 if;

- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and
- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;

25.8 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 date of settlement.

25.9 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 of 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.

25.10 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

26 GST Withholding Payments and Notifications

26.1 In this Special Condition 26.1 terms have the following meanings;

- (a) Commencement Date means 1 July 2018
- (b) Commissioner has the meaning given to that term in the TA Act;
- (c) GST Withholding Amount means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- (d) Operative Date means 1 July 2020.
- (e) Purchasers Notice means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
- (f) TA Act means the Taxation Administration Act 1953 (Cth); and
- (g) Vendor Notice means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

26.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

26.3 Subject to Special condition 26.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.

26.4 Subject to Special Condition 26.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant

to this special condition 21.4 the Vendor effects settlement after the date settlement is due under the Contract.

26.5 This special condition will not merge on settlement.

27. Stamp Duty:

Purchasers buying unequal interest

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

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

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

27.4 This Special Condition shall not merge on completion

28 – Special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

29 – Special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

30. Material Fact Disclosure – Unapproved Building Works

(a) The Vendor discloses and the Purchaser acknowledges that the extension constructed in or about [YEAR OF WORKS – unknown] (the building works) was constructed without the Vendor obtaining any relevant permits, consents, or approvals from the Council, or any other relevant authorities, as may be required or may have been required at the time.

(b) The Vendor discloses that they have not received any notices, demands, or requisitions in relation to the building works or the lack of Council permits, consents, or approvals to date.

(c) The Purchaser confirms that they are aware of the building works disclosed herein and that they have conducted a complete and thorough due diligence investigation into the building works prior to entering the Contract of Sale.

(d) The Purchaser warrants to the Vendor that they have entered into this Contract of Sale: (i) having considered the building works disclosure contained herein; and, (ii) at the specified price, even if there are matters, concerns, or requisitions, latent or patent, raised in relation to the building works by the Council (or any other relevant authority) requiring any upgrades, improvements, variations, alterations, or demolitions to the building works.

(e) The Purchaser confirms and agrees that they cannot make any objection, requisition, claim, or demand for compensation from the Vendor, nor do they have any right of rescission or termination by reason of the facts disclosed in this special condition or any matters arising there from.

31. AUCTION CONDITIONS (if applicable)

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set in the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

32. DEPOSIT RELEASE

The purchaser agrees to release the deposit monies to the vendor via signed Section 27 Statement along with a copy of the Section 27 letter from the mortgagee (if applicable). The purchaser will not object to the release of deposit monies.

33. OWNERS CORPORATE CERTIFICATE TO BE PROVIDED (if applicable)

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to request, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

34. BUILDING WORKS

34. 1. Building Contract

The Purchaser acknowledges that:

1.1 the Vendor is not and will not be the Builder of the Works;

1.2 the Building including the Property will be constructed under the Building Contract and subject to special condition 18.6 the construction of the Property will be generally in accordance with the Plans and Specifications; and

1.3 this Contract is not a major domestic building contract for the purposes of the DBC Act.

34. 2 Construction The Vendor has entered into, or intends to enter into, or has cause or will cause the entry into the Building Contract.

34.3 Completion of Building

3. 1 The Purchaser acknowledges that the issuing of the Occupancy Permit; For the Property will be conclusive evidence that the Works on the Property are completed. The Purchaser must not make any requisition or objection, delay settlement, withhold money or claim compensation of any kind even if defective materials or faulty workmanship are evident on or before the Settlement Date.

34.4 Defective Work

4.1 The Vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice proper to the Settlement Date, will be notified to the Builder and the Builder will be required to repair in a proper and workmanlike manner at the Builder's expense as soon as practicable after the Settlement Date. .

4.2 The Purchaser must not exercise any of the Purchaser Rights including making any requisition or objection, delaying settlement, withholding money or claiming compensation of any kind even if defective materials or faulty workmanship are evident on or before the Settlement Date.

4.3 The Purchaser must provide access to the Property after settlement to the Builder, Vendor, Developer or their nominees for the purposes of attending to rectification works during the hours of 9am to 5pm on Business Days, or such other times as the Builder, the Vendor or Developer may nominate in their absolute and unfettered discretion.

34. 5 Warranties

5.1 If the Vendor enters into the Building Contract, the Vendor hereby assigns all the building warranties granted to the Vendor under the Building Contract capable of

34.6 Changes to Building Contract & Plans and Specifications

6.1 The Purchaser acknowledges and agrees that for a project like the Development during the contract period (having regard to the delivery time required to complete the Building), it is usual that the Vendor or the Developer will need to authorise variations or alterations to the Building Contract and/or the Plans and Specifications by changing the construction details (for example: façade specifications or service provisions),

appliances, fixtures, fittings and finishes described in the Plans and Specifications from time to time in any manner the Vendor, the Developer or the Builder (as the case may be) considers necessary (acting reasonably) or desirable or to:

(a) comply with any desires, requirements or recommendations of the Authority including substituting any of the appliances, fixtures, fittings and finishes specified in the Plans and Specifications with other appliances, fixtures, fittings and finishes of a similar standard or quality; or

(b) to enable the proper construction of the Building or realisation of the

34.7 Dispute

If any dispute arises as to any matter referred to in this special condition and in particular, the quality or standard of finish of the Property or in respect of the Completion, quality or standard of finish of the Common Property, the Purchaser cannot exercise any of the Purchaser Rights including delaying or postponing settlement or requesting or demanding the holding back or retention of any part of the purchase price as security for the satisfactory completion of the Works and must proceed to settlement as required by this Contract. This special condition should not be read as to limit the Purchaser's right to claim compensation or damages after the Settlement Date.

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 2024

SIGNED by the said)
Print Name:)

.....
Director (Sign)

in the presence of:)
Witness:)

Important Notice To Interested Purchasers

The information included in Contract of Sale/ Section 32 has been supplied to us by vendor. MKJ Conveyancing accepts no responsibility if there have been any document errors or omissions. The documents are prepared based on information provided by vendor and the information available from Land data. It is possible that more information relating to this document may be included a later date, i.e. after SALE of property.

It is Purchaser's sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale, and they do their own due diligence to confirm the information provided in the documents.

NOTE: - If you do not receive all pages, please request your conveyancer /solicitor to email us full unsigned contract of sale.

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

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

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

Land	24 VEARINGS ROAD, WOLLERT VIC 3750
-------------	------------------------------------

Vendor's name	Mandeep Sharma	Date	/ /
Vendor's signature	_____		
Vendor's name	Nancy Sharma	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$6,500.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12030 FOLIO 905

Security no : 124132725273B
Produced 05/03/2026 04:13 PM

LAND DESCRIPTION

Lot 112 on Plan of Subdivision 804344K.
PARENT TITLE Volume 11917 Folio 635
Created by instrument PS804344K 08/11/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NANCY SHARMA
MANDEEP SHARMA both of 222 HARVEST HOME ROAD WOLLERT VIC 3750
AY958619D 14/03/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY958620U 14/03/2025
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS804344K 08/11/2018

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
AR402287R 30/08/2018

DIAGRAM LOCATION

SEE PS804344K 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: 24 VEARINGS ROAD WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 14/03/2025

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS804344K
Number of Pages (excluding this cover sheet)	4
Document Assembled	05/03/2026 16:13


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.

PLAN OF SUBDIVISION	LRS USE ONLY EDITION 1	PLAN NUMBER PS 804344K
----------------------------	-----------------------------------	-----------------------------------

<p>LOCATION OF LAND</p> <p>PARISH: WOLLERT</p> <p>TOWNSHIP: -----</p> <p>SECTION: 17</p> <p>CROWN ALLOTMENT: -----</p> <p>CROWN PORTION: 1 (PART)</p> <p>TITLE REFERENCES: VOLUME 11917 FOLIO 635</p> <p>LAST PLAN REFERENCE: LOT A PS804343M</p> <p>POSTAL ADDRESS: (at time of subdivision) 360 CRAIGIEBURN ROAD WOLLERT 3750</p> <p>MGA 94 CO-ORDINATES: (of approx. centre of plan) E: 322 690 ZONE: 55 N: 5 836 420 DATUM: GDA94</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609540 Planning Permit Reference: 716593 SPEAR Reference Number: S099076A</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 31/10/2017</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 31/10/2018)</p> <p>Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 23/03/2018</p> <p>Statement Of Compliance issued: 31/10/2018</p>
---	--

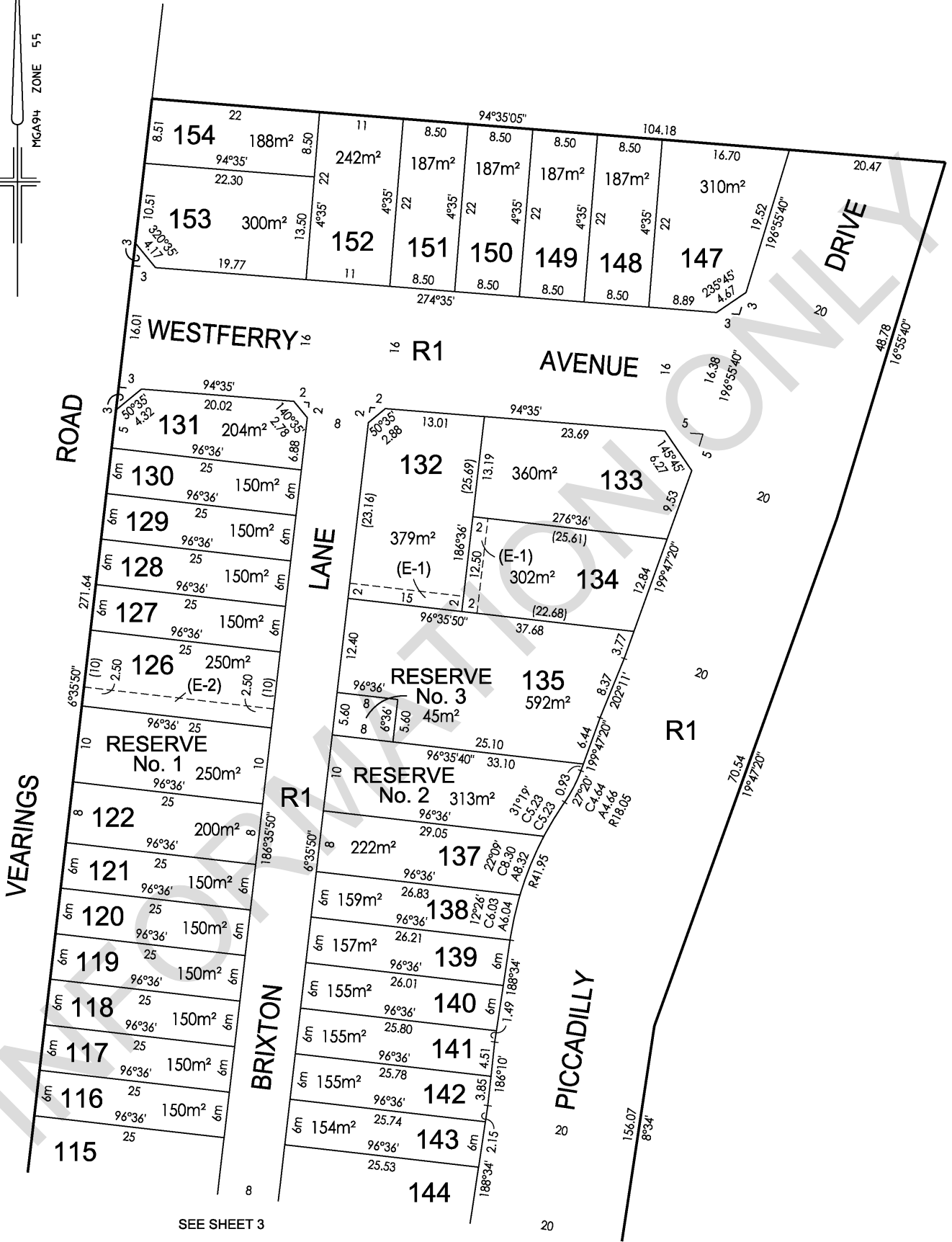
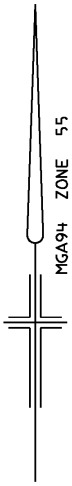
VESTING OF ROADS OR RESERVES	NOTATIONS				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">IDENTIFIER</th> <th style="width: 50%;">COUNCIL/BODY/PERSON</th> </tr> <tr> <td>ROAD R1 RESERVE No. 1 RESERVE No. 2 RESERVE No. 3</td> <td>WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1 RESERVE No. 1 RESERVE No. 2 RESERVE No. 3	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD	<p>THIS IS A SPEAR PLAN</p> <p>TANGENT POINTS ARE SHOWN THUS: </p> <p>LOTS 1 TO 100 (BOTH INCLUSIVE), LOTS 123 TO 125 (BOTH INCLUSIVE) AND LOT 136 HAVE BEEN OMITTED FROM THIS PLAN</p> <p>TOTAL ROAD AREA: 9817m²</p> <p>LOTS ON THIS PLAN ARE NOT AFFECTED BY AN OWNERS CORPORATION.</p>
IDENTIFIER	COUNCIL/BODY/PERSON				
ROAD R1 RESERVE No. 1 RESERVE No. 2 RESERVE No. 3	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD				
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
<p>SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP3182P THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. WOLLERT PM 21</p> <p>LAND IN PROCLAIMED SURVEY AREA No. 74</p> <p>STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 716593</p>					
ESTATE: AMBER 1	AREA: 2.264ha	No. OF LOTS: 50	MELWAY: 388:D:10		

EASEMENT INFORMATION				
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
(E-2)	POWER LINE	SEE PLAN	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	REF: 9434/1	VERSION: 10	ORIGINAL SHEET SIZE A3	SHEET 1 OF 4 SHEETS
	<p>CHECKED JC</p> <p>DATE: 14/03/18</p>	<p>Digitally signed by: Damian James Smale (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (10), 15/03/2018, SPEAR Ref: S099076A</p>		<p>PLAN REGISTERED TIME: 11:03 AM DATE: 8/11/2018 Assistant Registrar of Titles</p>

PLAN OF SUBDIVISION

PLAN NUMBER
PS 804344K



SEE SHEET 3

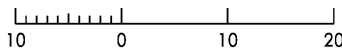
SEE SHEET 3



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE

1:500



LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 2

REF: 9434/1

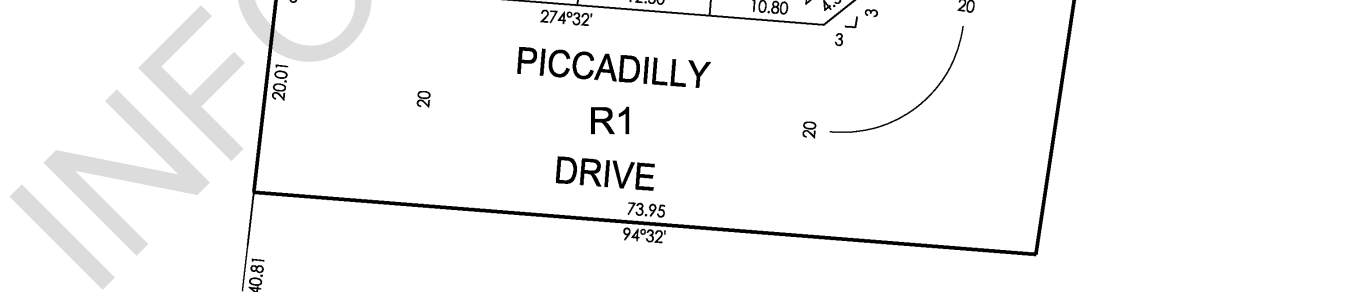
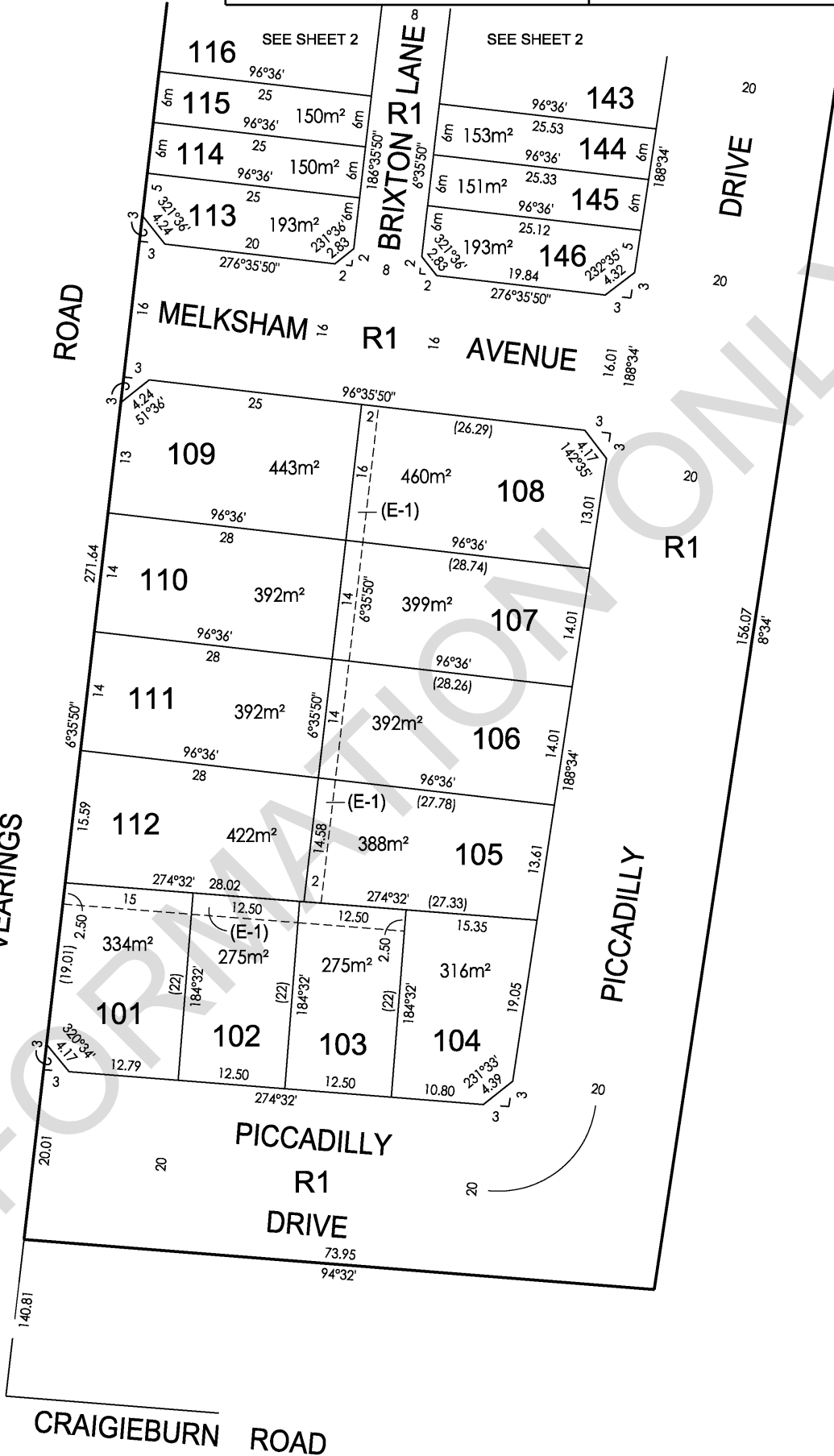
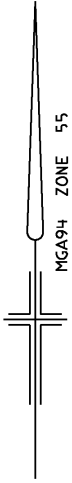
VERSION: 10

Digitally signed by: Damian James Smale (Breese Pitt Dixon Pty Ltd),
Surveyor's Plan Version (10),
15/03/2018, SPEAR Ref: S099076A

Digitally signed by:
Whittlesea City Council,
23/03/2018,
SPEAR Ref: S099076A

PLAN OF SUBDIVISION

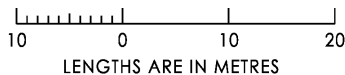
PLAN NUMBER
PS 804344K



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE

1:500



ORIGINAL SHEET SIZE A3

SHEET 3

REF: 9434/1

VERSION: 10

Digitally signed by: Damian James Smale (Breese Pitt Dixon Pty Ltd),
Surveyor's Plan Version (10),
15/03/2018, SPEAR Ref: S099076A

Digitally signed by:
Whittlesea City Council,
23/03/2018,
SPEAR Ref: S099076A

PLAN OF SUBDIVISION

PLAN NUMBER
PS 804344K

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restriction is to be created.

For the purposes of this restriction:

Land to benefit: Lots 101 to 122 (both inclusive), 126 to 135 (both inclusive) and 137 to 154 (both inclusive).

Land to be burdened: Lots 101 to 122 (both inclusive), 126 to 135 (both inclusive) and 137 to 154 (both inclusive).

Description of Restriction:

- (1) The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;
- (a) Anything other than in accordance with MCP No. AA3355
 - (b) Any building unless the building incorporates dual plumbing for the use of recycled water for toilet flushing and garden watering where recycled water is available to the said lot.
 - (c) In the case of lots less than 300m² any dwelling unless in accordance with the Small Lot Housing Code or unless a specific planning permit for the said dwelling has been obtained from Whittlesea City Council.
For the purpose of this restriction the following applies:
Type A - Lots 102, 103, 148 to 152 (both inclusive) and 154.
Type B - Lots 113 to 122 (both inclusive), 126 to 131 (both inclusive) and 137 to 146 (both inclusive).
 - (d) In the case of lots greater than 300m²;
 - i. Any double storey dwelling on a lot with a side boundary abutting a road, unless the setback of the first level of the dwelling from the side boundary abutting a road, is at least 900 millimetres greater than the setback from the side boundary of the ground level of the dwelling. For the purpose of this restriction a side boundary abutting a road is considered to be the longer of the two boundaries abutting a road.
 - ii. Any garage unless the garage is constructed greater than 5 metres from the main street frontage. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
 - iii. Any garage on a lot of a width of 10 metres or less and where access is proposed from the main street frontage unless the said garage provides accommodation for a single vehicle only. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
 - (e) In the case of a lot which has a side boundary abutting a Council Reserve;
 - i. Any dwelling unless the said dwelling is double storey.
 - ii. Any dwelling unless the said dwelling includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining Council Reserve, to the satisfaction of the Responsible Authority.
 - iii. Any fence on a boundary abutting a Council Reserve unless that part of the said fence between the front boundary and the building line is a feature-style fence with a minimum of 25% transparency and a maximum height of 1.5 metres.
 - (f) In the case of lots 101 to 104 (both inclusive) and lots 109 to 112 (both inclusive) build or allow to be built on the lot any dwelling unless the said dwelling contains at least two storeys.

These restrictions will cease to affect any of the burdened lots one year after all the burdened lots are issued with an Occupancy Certificate under the Building Act 1993 or any instrument replacing it.



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE

ORIGINAL
SHEET SIZE A3

SHEET 4

REF: 9434/1

VERSION: 10

Digitally signed by: Damian James Smale (Breese Pitt Dixon Pty Ltd),
Surveyor's Plan Version (10),
15/03/2018, SPEAR Ref: S099076A

Digitally signed by:
Whittlesea City Council,
23/03/2018,
SPEAR Ref: S099076A

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AR402287R
Number of Pages (excluding this cover sheet)	33
Document Assembled	05/03/2026 16:13

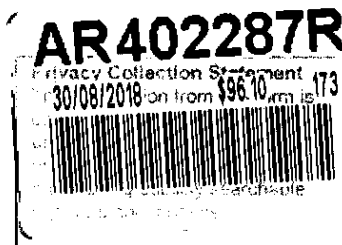
Copyright and disclaimer notice:

© 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.

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:7408849
Customer Code: 1167E

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

Land: Volume 11917 Folio 635, Volume 11916 Folio 442, Volume 11998 Folio 327, Volume 11998 Folio 328 and Volume 11951 Folio 738

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the agreement is attached to this application

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: MARIA V. MARSHALL

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Certifications

- 1. The Certifier has taken reasonable steps to verify the identity of the applicant.
- 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.

AR402287R

Executed on behalf of: Whittlesea City Council

30/08/2018 \$96.10 173

Signer Name: MARIA V. MARSHALL

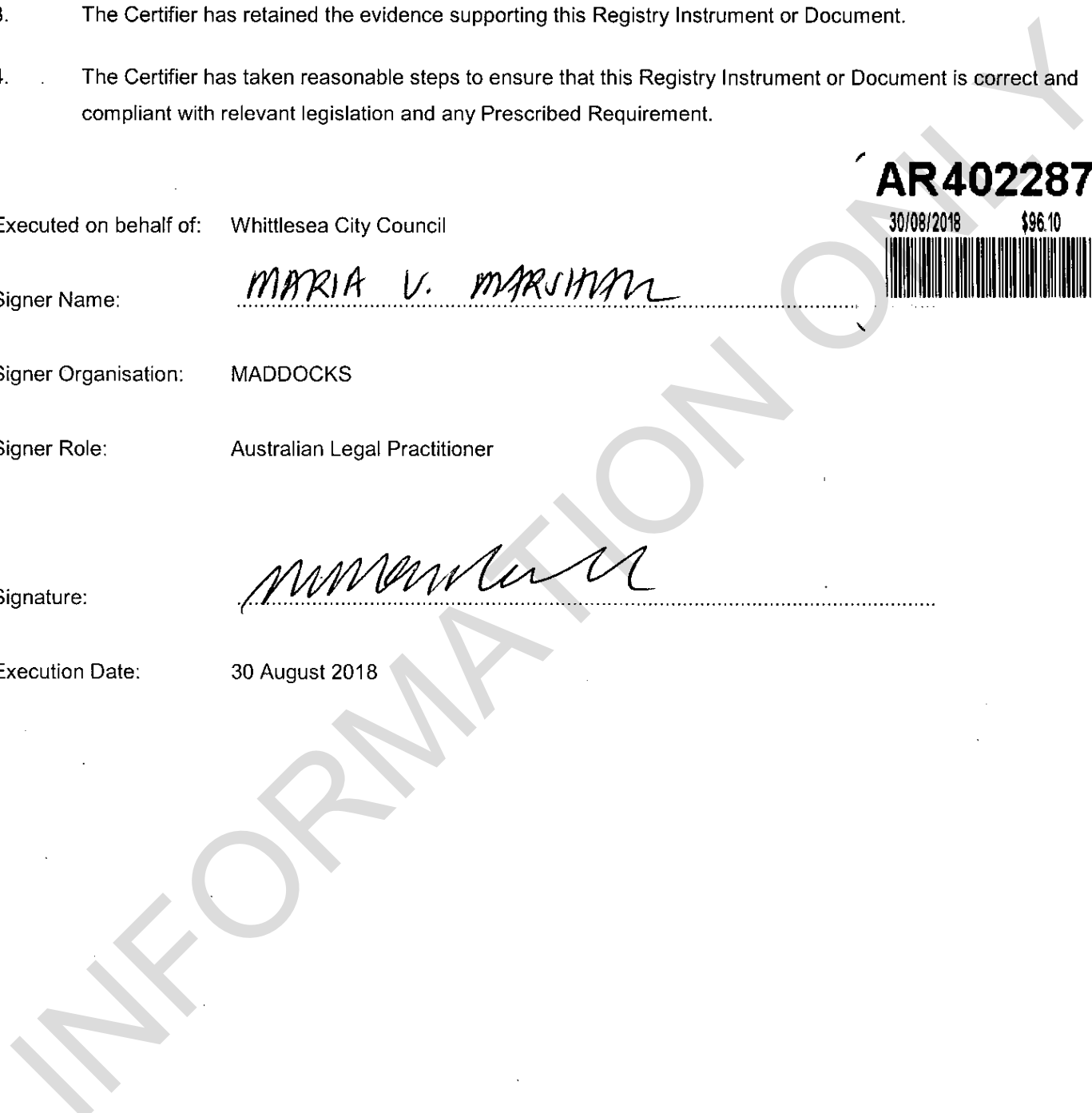


Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: [Handwritten Signature]

Execution Date: 30 August 2018





Maddocks

AR402287R

30/08/2018 \$96.10 173



Date / / 2018

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 360 Vearings Road, Wollert; 380A Vearings Road, Wollert; 390 Vearings Road, Wollert; 390A Vearings Road, Wollert and 390D Vearings Road, Wollert

Purpose of Agreement: WIK for Land Projects and Public Open Space equalisation

City of Whittlesea

and

ID Folkestone Vearings Land Pty Ltd ACN 609 840 888

and

Nicholas Boglis, Victor Boglis, Angiliki Boglis

AR402287R

30/08/2018

\$96.10

173



Contents

1.	Definitions.....	5
2.	Interpretation	8
3.	Purposes of Agreement.....	9
4.	Reasons for Agreement.....	9
5.	Agreement required	9
6.	Payment of Development Infrastructure Levy	9
7.	Land Project	9
	7.1 Transfer or vesting of Land Project	9
	7.2 Time for transfer or vesting of Land Project	10
	7.3 Agreed Land Value	10
	7.5 Environmental Assessment	10
	7.6 Access to Land Project	10
8.	Public Open Space.....	11
	8.1 Open Space Land.....	11
	8.2 Environmental Assessment	11
	8.3 Value of Open Space Land	11
	8.4 Equalisation Payment	11
	8.5 Council acknowledgement.....	11
9.	Credit and processing of credits	11
	9.1 Credit	11
	9.2 Exhaustion of Credit	12
10.	Localised Infrastructure	12
11.	Further obligations of the Parties	13
	11.1 Transaction costs.....	13
	11.2 Notice and registration.....	13
	11.3 Further actions.....	13
	11.4 Fees.....	13
	11.5 Council's costs to be paid	13
	11.6 Time for determining satisfaction.....	13
	11.7 Interest for overdue money.....	14
12.	Agreement under section 173 of the Act.....	14
13.	Developer's and Vendor's warranties.....	14
14.	Developer's Indemnity.....	14
15.	Successors in title	14
16.	General matters	15
	16.1 Notices	15
	16.2 No waiver.....	15
	16.3 Severability	15
	16.4 No fettering of Council's powers.....	15
	16.5 Inspection of documents.....	15
	16.6 Governing law	15
	16.7 Counterparts	15
	16.8 Payment by Vendor	15
17.	GAIC	16

AR402287R

30/08/2018 \$96.10 173



18.	Foreign resident capital gains withholding	16
18.1	Definitions	16
18.2	Foreign resident status of Owner	16
18.3	Excluded transaction	16
18.4	Variation notice	17
18.5	Withholding	17
18.6	Council to remit withholding amount.....	17
18.7	Consideration adjusted after withholding.....	18
18.8	Owner to co-operate	18
18.9	Owner's and Developer's warranty.....	19
18.10	Indemnity	19
19.	GST	19
20.	Commencement of Agreement	19
21.	Amendment of Agreement	19
22.	Ending of Agreement	19
23.	Anticipated Balance Sheet	20
	Schedule 1	21
	Schedule 2	22
	Schedule 3	23
	Schedule 4	24
	Schedule 5	25

INFORMATION ONLY

AR402287R

30/08/2018

\$96.10

173



Agreement under section 173 of the Planning and Environment Act 1987

Dated / / 2018

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council
Name	ID Folkestone Vearings Land Pty Ltd ACN 609 840 888
Address	Level 12, 484 St Kilda Road, Melbourne, Victoria 3004
Short name	Developer
Name	Nicholas Boglis, Victor Boglis, Angiliki Boglis
Address	C/- Walsh, Johnston & Co., 454 High Street, Northcote, Victoria, 3070
Short name	390 Vearings Road Vendors

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency and the development agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The 390 Vearings Road Vendors are the registered proprietors of the land contained in Certificate of Title Volume 11998 Folio 327, being part of the Subject Land.
- E. The Developer is the registered proprietor or entitled to be the registered proprietor of the land contained in Certificates of Title:
 - E.1 Volume 11917 Folio 635;
 - E.2 Volume 11916 Folio 442;
 - E.3 Volume 11998 Folio 328; and
 - E.4 Volume 11951 Folio 738,
 being part of the Subject Land.

AR402287R

30/08/2018 \$96.10 173



- F. The 390 Vearings Road Vendors have entered into the contract to sell to the Developer those parts of the Subject Land owned, by the 390 Vearings Road Vendors.
- G. The Developer enters this Agreement in anticipation of it becoming the registered proprietor of the whole of the Subject Land over time.
- H. The Vendor consents to registration of this Agreement.
- I. On 9 June 2017, Council issued the Planning Permit.
- J. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- K. The Developer has asked Council for permission to transfer to or vest in Council the Land Projects.
- L. Council has agreed that the Developer will transfer the Land Projects to Council in return for a Credit against its development contribution liability under the Development Contributions Plan.
- M. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Developer and the Vendor entering into this Agreement.
- N. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveator. The Caveator consent to the recording of this Agreement on the certificates of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the amount calculated in accordance with Schedule 2.

Agreement means this Deed and includes this Deed as amended from time to time.

Caveator means ID Vearings Pty Ltd ACN 601 194 825.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Contract means the contract for the purchase of the Subject Land from the 390 Vearings Road Vendors.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute

AR402287R

30/08/2018 \$96.10 473



as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of the Agreed Land Value as the case may be against the Developer's liability to pay the Development Infrastructure Levy for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website;
- for the Developer, the address shown on page one of this Agreement or any other address provided by the Developer to Council for any purpose relating to the Subject Land; and
- for the Vendor, the address shown on page one of this Agreement or any other address provided by the Vendor to Council for any purpose relating to the Subject Land.

Current Email means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website;
- for the Developer, any email address provided by the Developer to Council for the express purpose of electronic communication regarding this Agreement; and
- for the Vendor, any email address provided by the Vendor to Council for the express purpose of electronic communication regarding this Agreement.

Developer means the person named as Developer under this Agreement and after the settlement of the Contracts means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the owner of a Residential Lot.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

Equalisation Payment means the amount specified in Schedule 3 as the equalisation payment required to be paid either by the Developer or Council as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Developer is required to transfer to or vest in Council under this Agreement, the Development Contributions Plan or a condition on a planning permit in respect of the Subject Land; and
- the Public Open Space Contribution that the Developer is required to make under clause 52.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

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

AR402287R

30/08/2018

\$96.10

173



Indexation means an adjustment to an amount carried as follows:

- For Land Projects
 - Using the CPI as the adjustment index; where
 - The adjustment is to be applied only to the remaining balance of the Credit for the Land Project;
- For Development Infrastructure Levy
 - using the CPI as the adjustment index;
- For Open Space Land and Open Space Equalisation Payment
 - Using the CPI as the adjustment index.

and in all instances the Indexation is to be undertaken quarterly each year, commencing July 2018.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether before, at or after the vesting or transfer of the land in or to Council.

Land Project means land which is described in Schedule 2 and which under this Agreement is required to be transferred to or vested in Council.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of 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 roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Open Space Land means land for public open space identified in the Precinct Structure Plan and which is not an Infrastructure Project or a Land Project but is subject to an Equalisation Payment.

Open Space Land Value means the amount to be calculated by multiplying the area of the Open Space Land required by the Land Value Rate as specified in Schedule 3 subject to Indexation.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession, but does not mean the owner of a Residential Lot.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations both of which are to be performed by the Developer.

Party or Parties means the parties to this Agreement.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

AR402287R



Planning Permit means the planning permit no. 716593 issued by Council on 9 June 2017 as amended from time to time.

Planning Scheme means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

Precinct Structure Plan means the incorporated Wollert Precinct Structure Plan.

Provision Trigger means the milestone or provision trigger set out in the relevant columns of Schedule 2.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subject Land means all of the land described in Schedule 4 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Vendor means the 390 Vearings Road Vendors.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and



2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Developer providing the Land Project to Council;
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; and
- 3.3 satisfy conditions 13, 36, 37 of the Planning Permit.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have consented to the Developer providing the Land Project instead of paying the Development Infrastructure Levy without setting out the terms and conditions of this arrangement.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required or unless it is ended in accordance with clause 22 of this Agreement.

6. Payment of Development Infrastructure Levy

The Parties agree that:

- 6.1 subject to the Developer's entitlement to a Credit, the Developer is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 6.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit under this Agreement must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy in cash arises or at such other time as is specified in this Agreement.

7. Land Project

7.1 Transfer or vesting of Land Project

The Developer must transfer to or vest in Council each Land Project:

AR402287R



- 7.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 7.2;
- 7.1.2 with all services to be available as specified in the relevant column of Schedule 2;
- 7.1.3 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 7.1.4 free of any fees and charges associated with the delivery of the site; and
- 7.1.5 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

7.2 Time for transfer or vesting of Land Project

If the Developer does not meet the Provision Trigger for a Land Project, Council may:

- 7.2.1 at its absolute discretion extend the timeframe; or
- 7.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council.

7.3 Agreed Land Value

The Developer agrees that the Agreed Land Value:

- 7.3.1 is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- 7.3.2 is a fixed amount subject to Indexation;
- 7.3.3 replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

7.4 The Developer agrees that upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

7.5 Environmental Assessment

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

7.6 Access to Land Project

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must upon receiving reasonable notice, provide Council and its servants and agents with reasonable access to the Land Project for the purpose of undertaking any survey, measurements or soil testing of the Land Project.

AR402287R

30/08/2018 11:13:17 996.10 173



8. Public Open Space

8.1 Open Space Land

The Developer must transfer to or vest in Council for municipal purposes the Open Space Land:

8.1.1 With all utility services available to the Open Space Land;

and

8.1.2 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or

8.1.3 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

8.2 Environmental Assessment

The Developer covenants and agrees that prior to transferring to or vesting the Open Space Land to or in Council, the Developer must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

8.3 Value of Open Space Land

The Open Space Land Value is an amount which is fixed in accordance with the Development Contributions Plan subject only to Indexation.

8.4 Equalisation Payment

The Parties agree that as an Equalisation Payment under this Agreement is due to Council, the Developer must pay the Equalisation Payment prior to issue of a Statement of Compliance for each stage of development of the Subject Land at a pro-rata amount based on the stage net developable area at the Open Space Land Value unless a different time is agreed in writing with Council.

8.5 Council acknowledgement

The parties acknowledge and agree that upon the Developer satisfying its obligations under clause 9, the Developer will have fulfilled its obligations under the Planning Scheme and the *Subdivision Act 1988* in relation to making a public open space contribution in respect of the Subject Land.

9. Credit and processing of credits

9.1 Credit

The Parties agree that:

9.1.1 the Developer will be entitled to a Credit equivalent to the Agreed Land Value from the commencement of this Agreement as follows;

AR402287R

30/08/2019 \$96.10 173



- (a) The Credit for the Agreed Land Value may be used to offset any Development Contributions Levy payable for Stages 1 – 5;
- (b) Beyond Stage 5, the remaining balance of the Credit for the Agreed Land Value will be distributed over the remaining stages of the development in proportion to the Net Developable Area within each of the remaining stages so as to amortise the remaining Credit evenly over the remaining stages.

9.1.2 the Development Infrastructure Levy is not required to be paid in cash until Stage 6 ;

9.1.3 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:

- (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and,
- (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;

9.1.4 subject to this Agreement when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- (a) in relation to that Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
- (b) in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

9.2 Exhaustion of Credit

When the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- 9.2.1 in relation to the Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and
- 9.2.2 in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council.

10. Localised Infrastructure

The Parties acknowledge that:

- 10.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 10.1.2 compliance with the obligations of this Agreement does not relieve the Developer 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 Subject Land.

AR402287R

30/08/2018



11. Further obligations of the Parties

11.1 Transaction costs

Where the Developer is required to transfer or vest land, the Developer is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

11.2 Notice and registration

The Developer and the Vendor must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

11.3 Further actions

The Developer and the Vendor:

- 11.3.1 must do all things necessary to give effect to this Agreement;
- 11.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 11.3.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

11.4 Fees

Within 14 days of a written request for payment, the Developer must pay to Council any:

- 11.4.1 Satisfaction Fee; or
- 11.4.2 Consent Fee

as required.

11.5 Council's costs to be paid

The Developer must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 11.5.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 11.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 11.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

11.6 Time for determining satisfaction

If Council makes a request for payment of:

- 11.6.1 a fee under clause 11.4; or

AR402287R

30/08/2018

\$96.10

173



11.6.2 any costs or expenses under clause 11.5

the Parties agree that Council will not decide whether the Developer's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

11.7 Interest for overdue money

The Developer agrees that:

11.7.1 the Developer must pay to Council interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

11.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

12. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

13. Developer's and Vendor's warranties

13.1 The Developer and Vendor warrant that apart from the Developer and Vendor and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

13.2 The Developer warrants that:

13.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and

13.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

14. Developer's Indemnity

The Developer indemnifies and keeps indemnified the Vendor against all Claims the Vendor may suffer, sustain or incur as a result of entering into this Agreement.

15. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Developer and the Vendor must require successors in title to:

15.1.1 give effect to this Agreement; and

15.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

AR402287R

30/08/2018 \$96.10 173



16. General matters

16.1 Notices

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

- 16.1.1 personally on the other Party;
- 16.1.2 by leaving it at the other Party's Current Address;
- 16.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 16.1.4 by email to the other Party's Current Email.

16.2 No waiver

Any time or other indulgence granted by Council to the Developer or any variation of this Agreement or any judgment or order obtained by Council against the Developer does not amount to a waiver of any of Council's rights or remedies under this Agreement.

16.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

16.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

16.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

16.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

16.7 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

16.8 Payment by Vendor

For the avoidance of doubt, nothing in this Agreement imposes an obligation on the Vendor to pay either a development contribution where the Vendor does not take steps to develop the Subject Land, or part of the Subject Land, or to obtain a Statement of Compliance.

AR402287R

30/08/2018 11:11:11 \$96.40 173



17. GAIC

- 17.1 The Developer acknowledges and agrees all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Developer shall remain liable to Council for any GAIC liability incurred by Council.
- 17.2 The Parties agree that clause 17.1 survives the termination of this Agreement
- 17.3 The Developer agrees that the Developer must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 17.1 from its Inherent GAIC Liability.

18. Foreign resident capital gains withholding

18.1 Definitions

For the purposes of this clause, the following definitions apply:

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

statement of compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Cwlth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

18.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

18.3 Excluded transaction

18.3.1 Clause 18.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space

AR402287R

30/08/2018 11:17:13 \$96.10



Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

- 18.3.2 Without limiting clause 18.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

18.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 18.5 below) in accordance with the Variation Notice.

18.5 Withholding

- 18.5.1 This clause 18.5 applies if the Owner is taken to be foreign residents under clause 18.2 and the Owner has not satisfied Council that the transfer or vesting of the Land Project and Open Space Land is an Excluded Transaction under clause 18.3.

- 18.5.2 Subject to clauses 18.5.3 and 18.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 18.4,

(withholding amount).

- 18.5.3 Subject to clause 18.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

- 18.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

18.6 Council to remit withholding amount

- 18.6.1 Council agrees to:

AR402287R

30/08/2018 \$96.10 173



- (a) pay the withholding amount or amounts determined under clause 18.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

18.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 18.5.

18.8 Owner to co-operate

18.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 18.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

18.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.



Maddocks

18.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 18 is true and correct.

18.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 18.

19. GST

19.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

19.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

19.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 19.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

19.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 19.3.

20. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

21. Amendment of Agreement

21.1 This Agreement may be amended in accordance with the Act.

21.2 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 Developer of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

22. Ending of Agreement

22.1 This Agreement ends:

22.1.1 when the Developer has complied with all of the Developer's obligations under this Agreement; or

22.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

AR402287R



- 22.2 Notwithstanding clause 22.1, the Developer may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 22.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Developer of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 22.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.1 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 22.5 Upon the issue of a Statement of Compliance for a Plan of Subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the Plan of Subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 22.6 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Developer and at the cost of the Developer, execute 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 as to that part of the Subject Land.
- 22.7 On completion of all the Developer's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Developer's request and at the Developer's cost, execute 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.

23. Anticipated Balance Sheet

The parties agree that the Anticipated Balance Sheet at Schedule 5 of this Agreement is the best estimate of the parties prepared immediately prior to the execution of this Agreement as to the likely payments required, available Credits and Open Space Equalisation consequent upon the Staging as advised by the Developer.

AR402287R

30/08/2018 ks \$96.10 173



Schedule 1

Wollert Development Contributions Plan.

INFORMATION ONLY

AR402287R

30/08/2018 \$96.10 173



Schedule 2

Land Project

DCP Project No.	Description of the Land Project	Land Area as per DCP for Subject Land	Services to be available	Provision Trigger	Agreed Land Value 2017 \$ (per Hectare)	Credit Value
SR-04	Wollert Multi-purpose Sports Reserve Purchase of land for multi-purpose sports reserve & multi-purpose indoor sporting facility	6.38 ha	All utility services	Stage 10	\$1,492,186.00 per hectare	\$9,520,150.00

INFORMATION ONLY

AR402287R

30/08/2018 \$96.10 173



Schedule 3

Open Space Land

Address	Description of the Open Space Land	Provision Trigger	Land Value Rate (per hectare) 1 July 2017	Open Space Land Value \$2017	Required Passive Open Space Contribution (4.47% for Residential NDA)	Equalisation amount payable by owner to Council 1 July 2017
360 Vearings Road, Wollert (For Property 6)	Nil	N/A	\$1,325,000	Nil	0.1061 ha	\$140,517.30
390 Vearings Road, Wollert (Property 9)	Nil	N/A	\$1,492,186	Nil	1.2535 ha	\$1,870,383.93
Total Equalisation Payment Due to Council						\$2,010,901.23
Averaged Equalisation Payment per Net Developable Hectare (Total Equalisation Payment / Total NDA (30.414 Ha))						\$66,117.77

INFORMATION ONLY

AR402287R

30/08/2018 \$96.10 173



Schedule 4

Subject Land

Address	Land Certificate of title volume/folio	Property Number	Mortgage Y/N
360 Vearings Road, Wollert	11917/635 (PS804343M Lot A)	6 (part)	Y
380A Vearings Road, Wollert	11916/442 (PS804307R Lot B)	9 (part)	Y
390 Vearings Road, Wollert	11998/327 (lot A PS811197F)	9 (part)	N
390A Vearings Road Wollert	11998/328 (Lot B PS811197F)	9 (part)	N
390D Vearings Road, Wollert	11951/738 (PS804351N Lot B)	9 (part)	Y

INFORMATION ONLY



Maddocks

Schedule 5

Anticipated Balance Sheet for payments of Development Levies and Open Space Equalisation

INFORMATION ONLY



Amber Estate Development Contributions and Open Space Equalisation, Wollert PSP/DCP 2017

Prepared by City of Whittlesea on 10 July 2018

173 Agreement Terms:

- 1 - Lock DIL charge and index by CPI quarterly
- 2 - Lock in Land Value for SR04, subject to apportioned indexation
- 3 - Credit for SR04 land to offset stages 1 - 5 DC liability entirely, and remaining \$ to be amortised across remaining stages
- 4 - Indexation to apply to remaining balance of open space credit only
- 5 - Table 4 includes Open Space Equalisation payments

All blue text - cells to be updated to reflect indexation

Table 1: DCP DIL RATES

Indexation period	CPI % Adjustment	Indexed DIL Rate
Jun 17- Jun 18	N/A	\$372,042
Jul 18	0.00%	\$372,042
Sep 2018	0.00%	\$372,042
Dec 2018	0.00%	\$372,042
Mar 2019	0.00%	\$372,042
Jun 2019	0.00%	\$372,042
Sep 2019	0.00%	\$372,042
Dec 2019	0.00%	\$372,042

Table 2: 52.01 Open Space Equalisation, Land Value \$/Ha

Open Space Land Value \$/Ha	Property 9	Required Passive Open Space Contribution (4.47% of NDA)	Total Equalisation Amount	Averaged Equalisation	
				Payment per NDHa (Total Equalisation Amount/Total NDA)	Amount/Total NDA (\$0.414 Ha)
Property 6	Property 9	Property 6	Property 9	Property 6	Property 9
Jun 17- Jun 18	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Jul 18	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Sep 2018	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Dec 2018	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Mar 2019	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Jun 2019	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Sep 2019	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77
Dec 2019	\$1,325,000	\$1,492,186	\$2,010,901.23	\$66,117.77	\$66,117.77

Note: Table 2 Rates will updated once CPI % Adjustment entered into column C, Table 1

Table 3: NDA BY PROPERTY

Property 6	Property 9	Total
2,373	28,041	30,414

DIL - Project Credit, Property 9

SR04 Land	6.38HA	\$9,520,150
-----------	--------	-------------

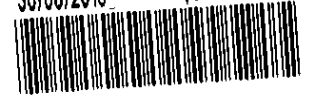
Table 4: DCP and 52.01 Open Space Equalisation Liability table

Stage	NDA	Indexed DIL Stage Liability (Instruction: amend formula to apply cell for relevant period in Column c, Table 1)	\$ of Remaining WIK Credit (2017)	CPI % on Land Credit	CPI \$ Adjustment	\$ of Remaining WIK Credit after CPI Adjustment	DCP Credit amortised per stage (from stage 6 onwards)	DCP Liability Payable per stage	Indexed rate applicable \$/Ha (Instruction: Refer to Column L, Table 2)	52.01 Open Space Equalisation Amount Due (Indexed Rate/ha x Stage NDA)	DIL + Open Space *Figures Subject to Indexation by Stage
Stage 1 (Prop. 6)	2,264	\$842,303	\$9,520,150	0%	\$0	\$8,677,847	\$0	\$0	\$66,117.77	\$149,690.63	\$149,690.63
Stage 2	3,350	\$1,246,285	\$8,677,847	0%	\$0	\$7,431,562	\$0	\$0	\$66,117.77	\$221,484.61	\$221,484.61
Stage 3	2,217	\$824,679	\$7,431,562	0%	\$0	\$6,606,882	\$0	\$0	\$66,117.77	\$146,558.63	\$146,558.63
Stage 4	2,224	\$827,340	\$6,606,882	0%	\$0	\$5,779,543	\$0	\$0	\$66,117.77	\$147,031.37	\$147,031.37
Stage 5	2,354	\$875,619	\$5,779,543	0%	\$0	\$4,903,923	\$492,132	\$180,148	\$66,117.77	\$155,611.48	\$155,611.48
Stage 6a	1,807	\$672,280	\$4,903,923	0%	\$0	\$4,411,791	\$563,308	\$205,470	\$66,117.77	\$119,474.81	\$119,474.81
Stage 6b	2,061	\$766,779	\$4,411,791	0%	\$0	\$3,850,483	\$512,711	\$187,681	\$66,117.77	\$124,470.67	\$124,470.67
Stage 7	1,883	\$700,391	\$3,850,483	0%	\$0	\$3,337,772	\$650,911	\$238,270	\$66,117.77	\$158,021.47	\$158,021.47
Stage 8	2,390	\$889,180	\$3,337,772	0%	\$0	\$2,686,861	\$614,838	\$225,085	\$66,117.77	\$149,264.17	\$149,264.17
Stage 9	2,258	\$839,903	\$2,686,861	0%	\$0	\$2,072,023	\$466,531	\$170,777	\$66,117.77	\$113,259.74	\$113,259.74
Stage 10*	1,713	\$637,308	\$2,072,023	0%	\$0	\$1,605,492	\$771,038	\$282,243	\$66,117.77	\$187,184.70	\$187,184.70
Stage 11	2,831	\$1,053,281	\$1,605,492	0%	\$0	\$834,454	\$834,454	\$321,481	\$66,117.77	\$205,427.91	\$205,427.91
Stage 12	3,107	\$1,155,934	\$834,454	0%	\$0	\$0	\$0	\$-16,024	\$66,117.77	\$-2,847.69	\$-2,847.69
Final Stage Reconciliation	-0.043	\$-16,024	\$0	0%	\$0	\$0	\$0	\$-16,024	\$66,117.77	\$2,010,901.23	\$3,806,013.91
	30.414	\$11,315,259	\$11,315,259								

Note: DCP land credit to offset liability for stages 1 - 5, remaining credit to be amortised over remaining stages - Remaining credit divided by remaining NDA, multiplied by NDA of each stage

AR 402287R

30/08/2018 \$96.10 173



Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council
was affixed hereto in the presence of:)



[Handwritten Signature]

Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER
(print full name)

[Handwritten Signature]

Delegate

GEORGE SAISANAS
(print full name) MANAGER STRATEGIC PLANNING

Executed by ID Folkestone Vearings Land Pty Ltd)
ACN 609 840 888 in accordance with s 127(1) of the)
Corporations Act 2001:

[Handwritten Signature]

Signature of Director
MATTHEW J BELFORD
DIRECTOR

Print full name

[Handwritten Signature]

Signature of Director/Company Secretary
JEFFREY M GARVEY
DIRECTOR

Print full name

Signed by Nicholas Boglis in the presence of:)
)

Witness

INFORMATION

AR402287R

30/08/2018 \$96.10 173
[Barcode]

Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council)
was affixed hereto in the presence of:)



[Handwritten Signature]

Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER
(print full name)

[Handwritten Signature]

Delegate

GEORGE SAISANAS
(print full name) MANAGER STRATEGIC PLANNING

Executed by ID Folkestone Vearings Land Pty Ltd)
ACN 609 840 888 in accordance with s 127(1) of the)
Corporations Act 2001:

Signature of Director

Signature of Director/Company Secretary

Print full name

Print full name

Signed by Nicholas Boglis in the presence of:)
by Neil Willis Johnston under)
Power of Attorney dated 25/5/2018)
in the presence of:

Witness

[Handwritten Signature]

AR402287R

30/08/2018 19:10:173



Signed by Victor Boglis in the presence of:

) V. BOGLIS

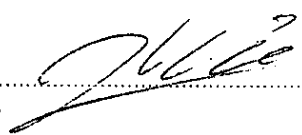
Witness



Signed by Angiliki Boglis in the presence of:

) A. BOGLIS

Witness



INFORMATION ONLY



Caveator's Consent

ID Vearings Pty Ltd ACN 601 194 825 as caveator under instrument no's AM069434C and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, written over a horizontal dotted line. The signature is stylized and appears to be 'Robert M. ...'.

Caveator's Consent

ID Folkestone Vearings Land Pty Ltd ACN 609 840 888 as caveator under instrument no's AM415168V and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, written over a horizontal dotted line. The signature is stylized and appears to be 'Robert M. ...'.

INFORMATION ONLY

AR402287R

30/08/2018 \$96.10 173

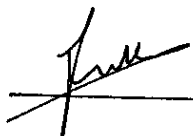


Mortgagee's Consent

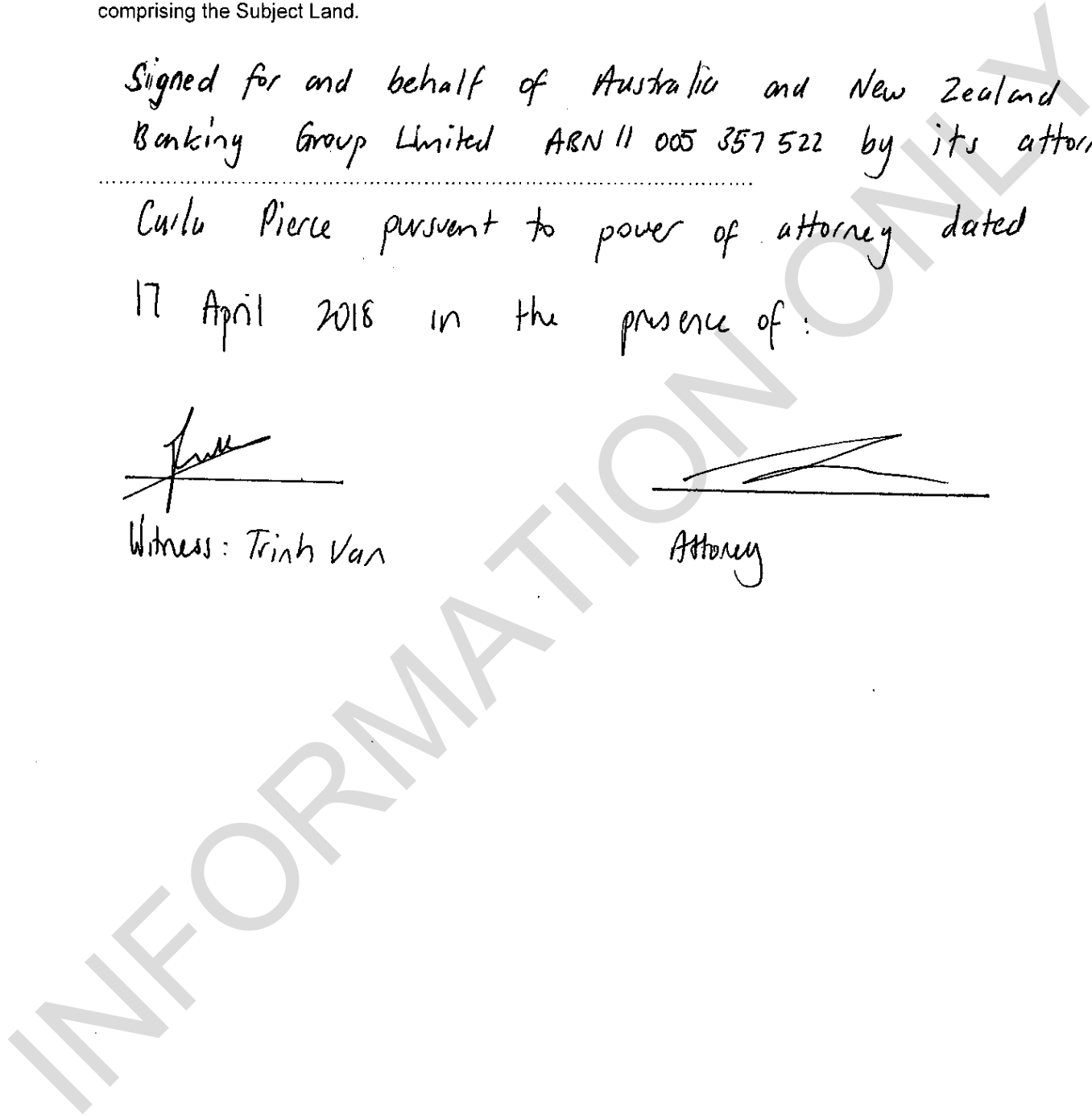
Australia and New Zealand Banking Group as Mortgagee under instrument no's AQ901326K and AQ665129Y consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

Signed for and behalf of Australia and New Zealand Banking Group Limited ARN 11 005 357 522 by its attorney

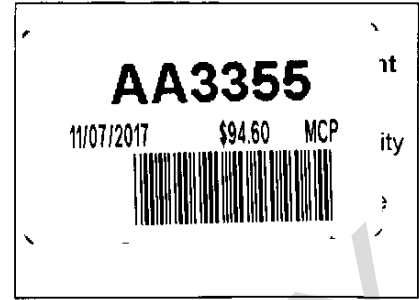
Carlu Pierce pursuant to power of attorney dated 17 April 2018 in the presence of:


Witness: Trinh Van


Attorney



Memorandum of common provisions
Section 91A Transfer of Land Act 1958



Lodged by

Name: MADDOCKS LAWYERS
Phone: (03) 9258 3574
Address: COLLINS SQUARE, TOWER TWO, LEVEL 25, 727 COLLINS ST
Reference: NWP:6807624.012
Customer code: 1167E

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

ALL THOSE PROVISIONS IN THE ATTACHED PAGES NUMBERED 2 TO 5 (INCLUSIVE).

Signing:

Executed on behalf of

Signer Name

Signer Organisation

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

Execution Date

10/07/2017

NILESHBHAI PATEL
727 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

35271702A

91ATLA

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

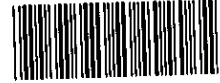
Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

AA3355

11/07/2017

\$94.60

MCP



PRELIMINARY

- A.** This MCP has been prepared by ID-FLK Amber Development Pty Ltd in order to regulate the siting, form and design of residential development at Amber, Wollert in accordance with the Design Guidelines, so as to create a high level of amenity for owners and residents of lots within the relevant plans of subdivision referencing this MCP.
- B.** The provisions of this MCP are incorporated into the restrictions created by the plan of subdivision.
- C.** All provisions not addressed in this MCP are as required in the Regulations and the Whittlesea Planning Scheme (the Scheme).
- D.** This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

PROVISIONS

Any building to be constructed on lots to which this MCP applies and for which the construction would require a building permit must be sited in accordance with this MCP.

AA3355

11/07/2017

\$94.60

MCP



1 Text of restrictions

The matters which are restricted by this MCP are as listed below and must be met irrespective of the siting and design parameters contained in Part 4 in the Regulations. All other parameters apply as contained in Part 4 of the Regulations.

1.1 Floor area

For lots 300m² in area or greater, the floor area of a dwelling must not be less than 100 square metres (not including the floor area of the garage).

1.2 Side setbacks

For lots 300m² in area or greater, a dwelling wall, inclusive of garage, must be setback at least 1 metre from one side boundary.

Encroachments into side setbacks are as specified in the Regulations and Scheme.

1.3 Design detail

1.3.1 Front façade

A dwelling proposed on a lot, except in an integrated housing development, must not have a front façade that matches or nearly matches the front façade on an existing or approved dwelling that is within four lots of the proposed dwelling lot. The four lots include adjoining lots side by side and / or lots directly opposite.

1.3.2 Roofs

For lots 300m² in area or greater, a dwelling must have eaves (minimum 450 millimetres wide) over all external walls (except where built on the boundary) generally visible from a street or public open space. In lieu of eaves, a parapet wall may be provided with the approval of ID-FLK Amber Development Pty Ltd.

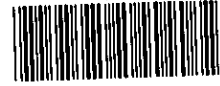
Eaves on the front of a dwelling must return around the side of a dwelling at least 1 metre, except above ground floor level where eaves must return around the entire upper level/s.

1.3.3 Garages

For lots 300m² in area or greater, the width of a garage door or opening, except for a dwelling two or more storeys in height, must not be greater than 40 per cent of the width of the lot.

AA3355

11/07/2017 \$94.60 MCP



1.4 Driveways

A driveway must be constructed before the issue of the certificate of occupancy for the dwelling.

1.5 Approval of dwelling design

The design of a dwelling to be built on any lot on the plan of subdivision must be approved by ID-FLK Amber Development Pty Ltd prior to making formal application for a building permit in accordance with the Design Guidelines.

1.6 Construction of a dwelling

A dwelling must be constructed and a certificate of occupancy obtained within four years from the date of settlement.

2 Notes on this MCP

- 2.1** Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 2.2** Buildings must not cover registered easements unless approved by the relevant authority.
- 2.3** ID-FLK Amber Development Pty Ltd provides each lot with a single crossover. Relocation of crossovers is only permitted with prior approval from ID-FLK Amber Development Pty Ltd and Whittlesea City Council. Relocated crossovers must be constructed at the lot owners expense in accordance with Whittlesea City Council specifications and be of the same finish as that originally provided by ID-FLK Amber Development Pty Ltd. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.

3 General definitions

In this MCP:

- (1) **building permit** means a building permit in terms of the Building Act;
- (2) **Design Guidelines** means the Amber Design Guidelines prepared by ID-FLK Amber Development Pty Ltd, as amended from time to time;
- (3) **dwelling** has the same meaning as in the Scheme;

AA3355

11/07/2017 \$94.60 MCP



- (4) **height** has the same meaning as in the Regulations;
- (5) **lot** has the same meaning as in the Building Act;
- (6) **MCP** means this memorandum of common provisions;
- (7) **on the boundary** means a setback of up to 200 millimetres from the lot / property boundary is deemed to be on the boundary;
- (8) **plan of subdivision** means any plan of subdivision that references this MCP;
- (9) **Regulations** means the *Building Regulations 2006* or any subsequent regulations made pursuant to the Building Act which relate the siting of a Building;
- (10) **setback** has the same meaning as in the Regulations;
- (11) **side boundary** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot provided that boundary does not abut a street other than the front street;
- (12) **storey** has the same meaning as in the Scheme;
- (13) **street**, for the purposes of determining street setbacks, means any road other than a footway or carriageway easement.

PROPERTY DETAILS

Address: **24 VEARINGS ROAD WOLLERT 3750**
 Lot and Plan Number: **Lot 112 PS804344**
 Standard Parcel Identifier (SPI): **112\PS804344**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1048560**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 388 D10**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Note

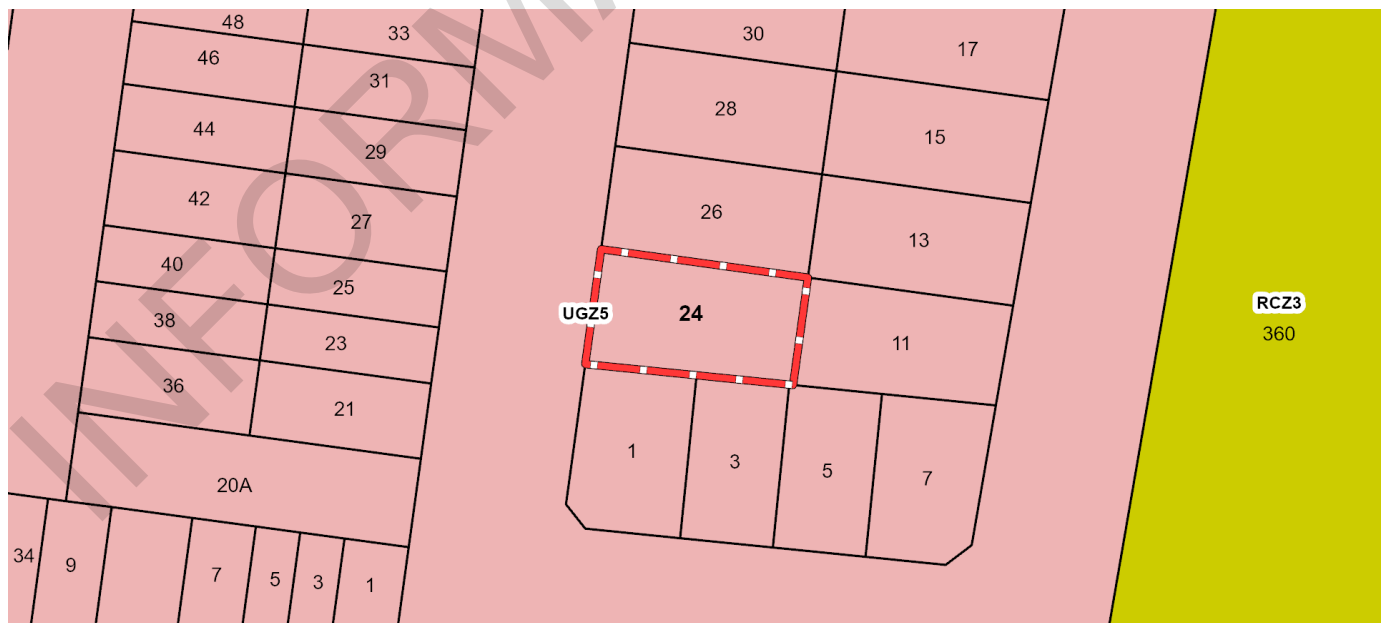
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



RCZ - Rural Conservation

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.

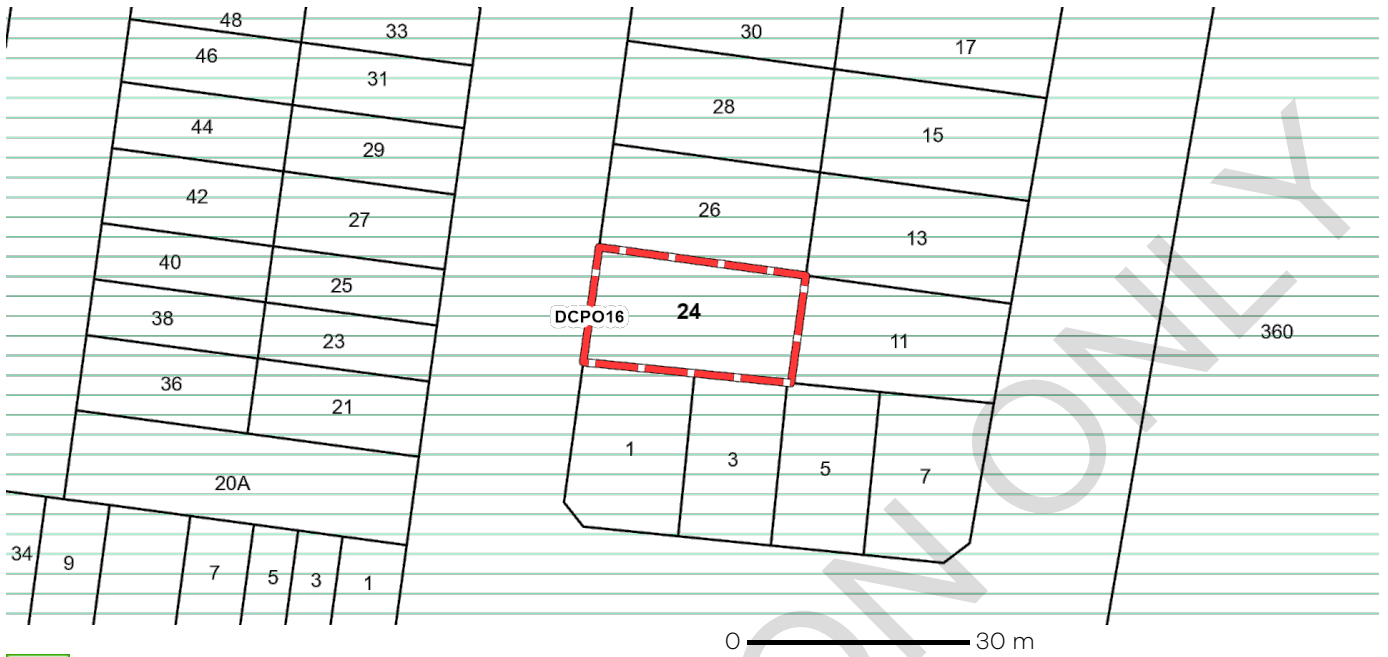
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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 Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



 **DCPO - Development Contributions Plan Overlay**

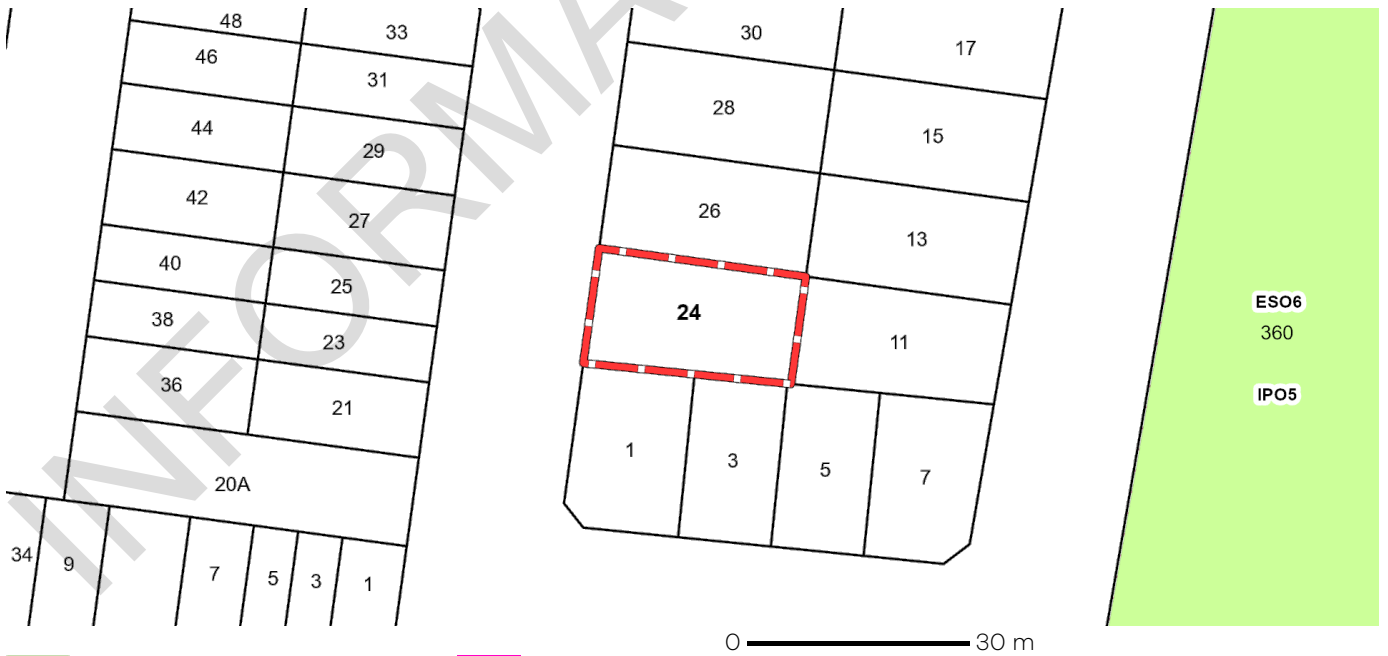
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)

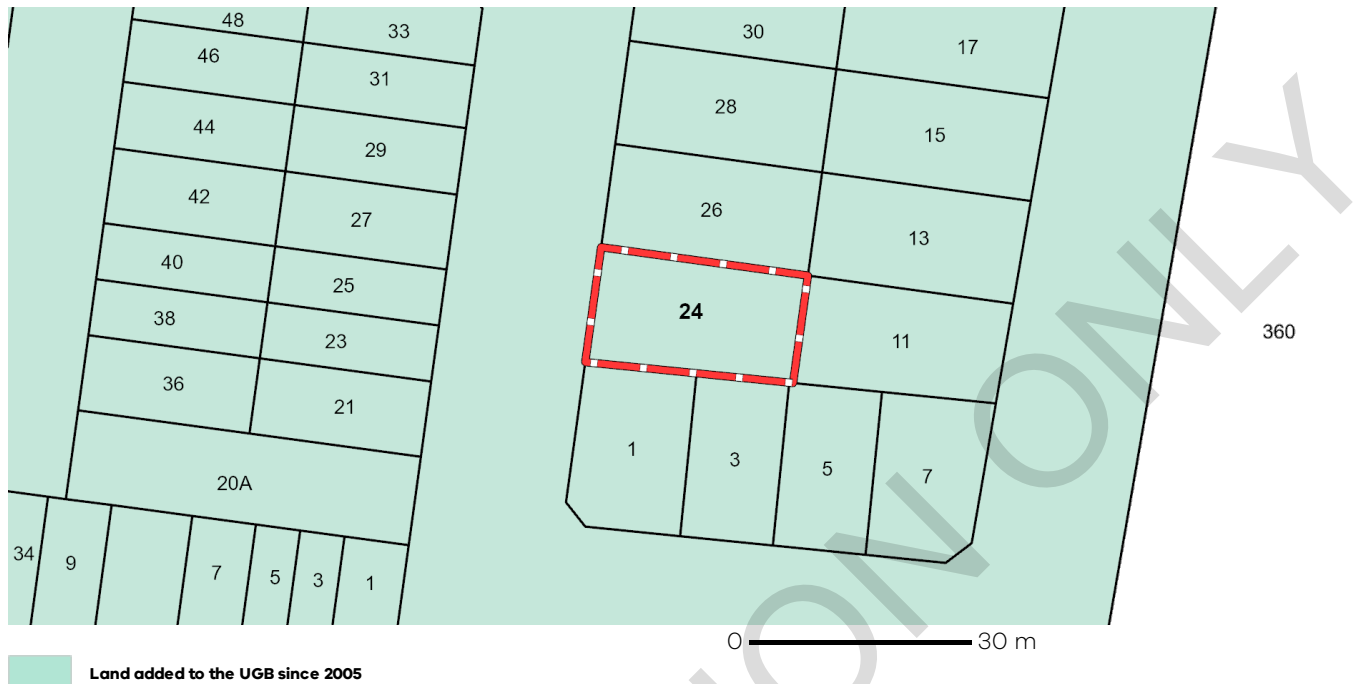


 **ESO - Environmental Significance Overlay**  **IPO - Incorporated Plan Overlay**

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

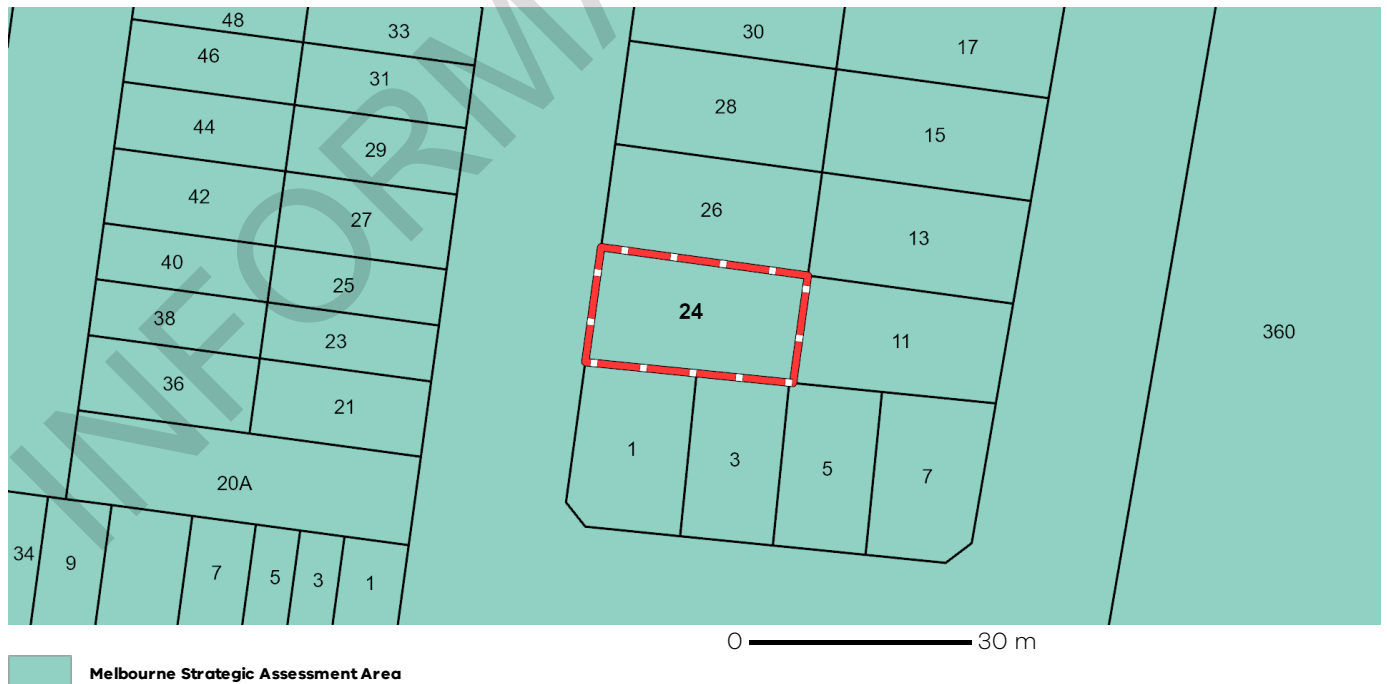
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](http://www.vpa.vic.gov.au)



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 6 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/>

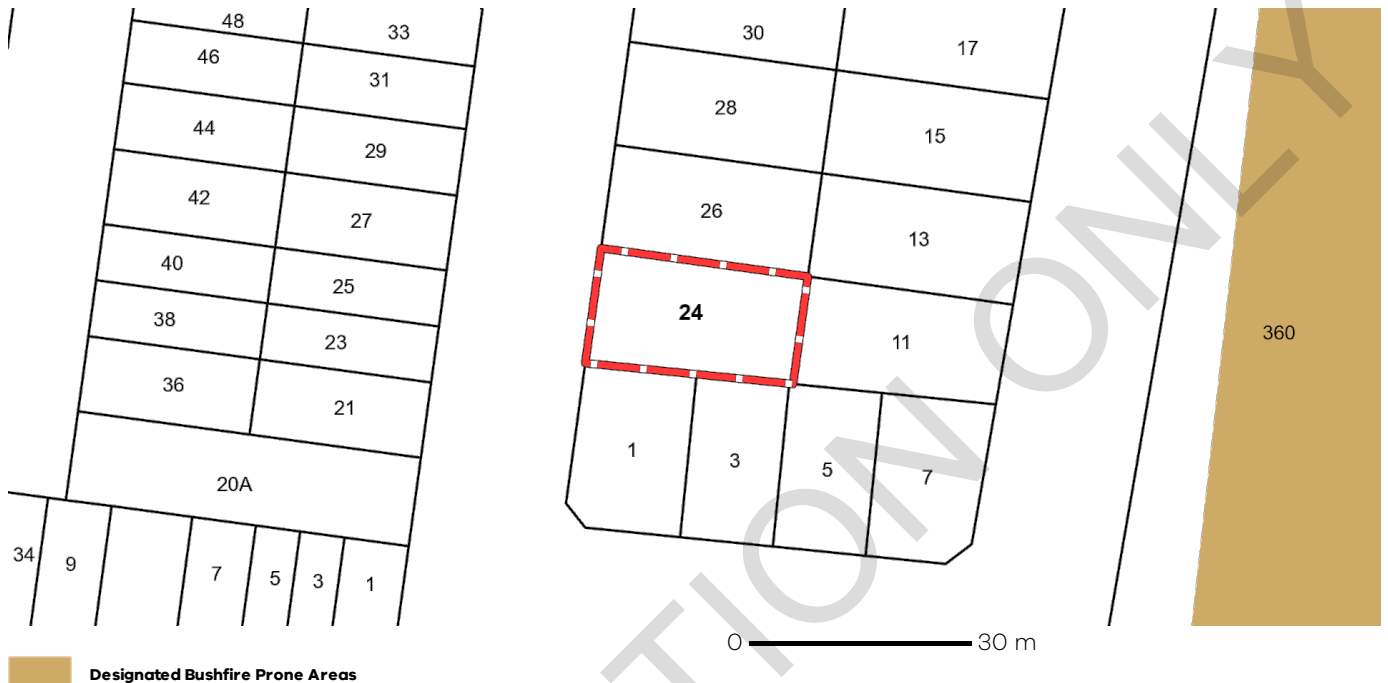
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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

Date of issue
06/03/2026

Assessment No.
1048560

Certificate No.
181951

Your reference
79855758-018-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 24 Vearings Road WOLLERT 3750

Description: LOT: 112 PS: 804344K

AVPCC: 100 Vacant Residential Dwelling Site/Surveyed Lot

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$410,000	\$410,000	\$20,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$969.38
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$70.93
Waste Landfill Levy General levied on 01/07/2025	\$15.45
Arrears to 30/06/2025	-\$326.00
Interest to 06/03/2026	\$7.08
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$872.84

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$872.84**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1048560



Phone 1300 301 185
Ref 1048560



Biller Code 5157
Ref 1048560

Your quarterly bill

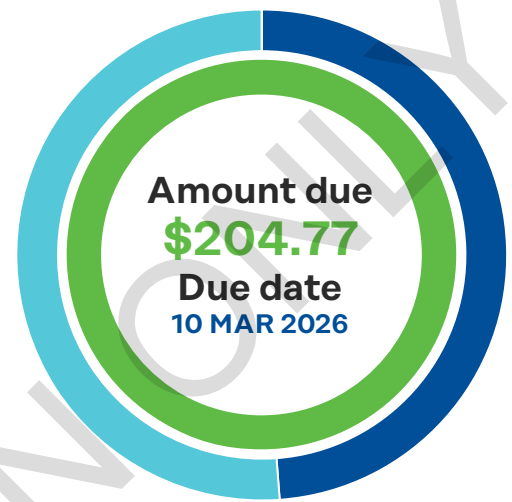


Emailed to: tonysharma0071@gmail.com
MR M & MRS N SHARMA
222 HARVEST HOME RD
WOLLERT VIC 3750

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	47 1171 9715
Invoice number	4714 5761 92762
Issue date	16 Feb 2026
Property address	24 VEARINGS RD WOLLERT
Property reference	5201050, PS 804344
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

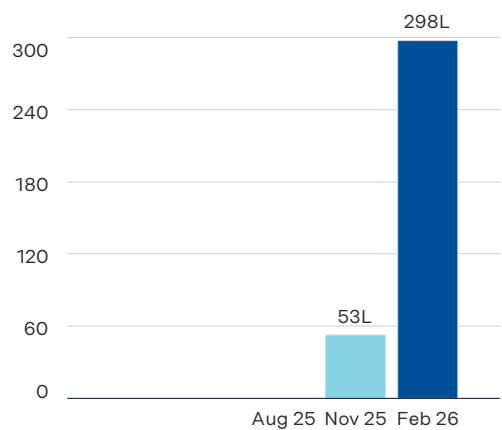
Summary

Previous bill	\$49.38
Payment received thank you	-\$49.38
Balance carried forward	\$0.00
This bill	
Usage charges	\$100.03
Service charges	
Water supply system	\$20.80
Sewerage system	\$83.94
Total this bill (GST does not apply)	\$204.77
Total balance	\$204.77



Your household's daily water use

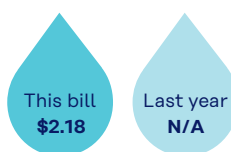
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **471179281**



BPAY®

Bill code: **344366**
Ref: **471 1719 7159**



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **4714 5761 92762**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**



*3042 471457619276 2

MR M & MRS N SHARMA

Account number	47 1171 9715
Invoice number	4714 5761 92762
Total due	\$204.77
Due date	10 Mar 2026
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YATD170427	33kL -	5kL =	28kL
From 11 Nov 2025 - 13 Feb 2026			(94 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	28.000kL x	\$3.5724 =	\$100.03
Total	28.000kL		\$100.03
Total usage charges			\$100.03

Your charges explained

→ Water and sewer usage charge

11 November 2025 - 13 February 2026

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

→ Water supply system charge

1 January 2026 - 31 March 2026

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

28 January 2026 - 31 March 2026

A fixed cost for running, maintaining, and repairing the sewerage system.

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvwm.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvwm.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance	
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️ enquiry@yvwm.com.au		廣東話	1300 921 362
🌐 yvwm.com.au		Ελληνικά	1300 931 364
🗣️ TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on	03 9046 4173

📅 Next meter reading:

Between 12-19 May 2026

Register your concession*

Save up to 50% on your water and sewer charges.

🌐 yvwm.com.au/concessions

📞 **1300 441 248**

*Health Care, Pension or DVA health card holders

Let's use water wisely

Permanent Water Saving Rules apply year round

Help protect our water supplies so there's enough for everyone:

- Use watering systems before 10am or after 6pm
- Hand-water anytime with a trigger nozzle hose
- Sweep hard surfaces like driveways

👉 Learn more yvwm.com.au/watersavingrules



ROADS PROPERTY CERTIFICATE

The search results are as follows:

MKJ Conveyancing
C/O LANDATA Online Services
DOCKLANDS 3008

Client Reference:

NO PROPOSALS. As at the 5th March 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

24 VEARINGS ROAD, WOLLERT 3750
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 5th March 2026

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)
Building Permit No. CBS-U 66127/4914252668845

Issue to

Agent of Owner: **Southbourne Homes Pty Ltd**
Postal Address: **7 Ford Street, PRESTON VIC**
Email: soham@southbournehomes.com.au
Address for serving or giving of documents:
7 Ford Street, PRESTON VIC
Contact Person: **Soham Taleb**

Postcode: **3072**
Telephone: **0413 565 493**

Postcode: **3072**
Telephone: **0413 565 493**

Ownership Details

Owner: **Mandeep Sharma & Nancy Sharma**
Postal Address: **78 Bullion Avenue, WOLLERT VIC**
Email: soham@southbournehomes.com.au
Contact Person: **Mandeep Sharma & Nancy Sharma**

Postcode: **3750**

Telephone: **0413 656 493**

Property Details

Number: **24** Street/Road: **Vearings Road** Suburb: **Wollert** Postcode: **3750**
Lot/s: **112** LP/PS: **804344K** Volume: **12030** Folio: **905**
CA: **N/a** Section No: **17** Parish: **Wollert** County: **n/a**
Municipal District: **Whittlesea City Council**

Builder

Name: **Southbourne Homes Pty Ltd** ACN/ARBN: **78 160 896 971**
Telephone: **0413 565 493**
Registration no.: **CDB-U 59525** **Domestic Builder - Unlimited**
Postal Address: **7 Ford Street, PRESTON VIC**
Postcode: **3072**

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

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Sobia Yonus	Architect	800922
Sumit Thubrikar	Engineer - Civil & Structural	PE0011126

Details of Domestic Building Work Insurance

Name of Builder: **Southbourne Homes Pty Ltd**
Name of Issuer or Provider: **BOVILL RISK & INSURANCE CONSULTANTS PTY LTD**
Policy Number: **C982772**
Policy cover: **\$300,000.00**

Nature of Building Work

Construction Of A Single Storey Dwelling & Associated Garage
Storeys contains: **1**
Version of BCA applicable to permit: **BCA VOL 2 2022**
Stage of Building Work Permitted: **Entire- Dwelling & Garage**
Cost of Building Work: **\$400,000.00**
Total floor area of new building work m²: **254**

BCA ClassificationPart of Building: **Dwelling**Class: **1a(a)**Part of Building: **Associated Garage**Class: **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
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

Prescribed Reporting Authorities

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

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

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. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame 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 building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 25 July 2026

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 25 July 2027

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 and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name:

Address:

Email:

Building practitioner registration no.:

Municipal district:

Opes Permits Pty Ltd**PO BOX 2042, Oak Park VIC 3046**admin@opesbs.com.au**CBS-U 66127****Whittlesea City Council****Designated Building Surveyor**

Name:

Permit no.:

Building practitioner registration no.:

Date of issue of permit:

Signature:

Oktay Ozcelik**CBS-U 66127/4914252668845****BS-L 72286****25 July 2025**


Domestic Building Insurance

Certificate of Insurance

Mandeep Sharma, Nancy Sharma
78 Bullion Ave
WOLLERT
VIC 3750

Policy Number:
C982772

Policy Inception Date:
23/07/2025

Builder Account Number:
005780

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: **Lot 112 Vearings Road WOLLERT VIC 3750 Australia**
Carried out by the builder: **SOUTHBOURNE HOMES PTY LTD**
Builder ACN: **160896971**

! 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): **Mandeep Sharma, Nancy Sharma**
Pursuant to a domestic building contract dated: **28/05/2025**
For the contract price of: **\$ 400,000.00**
Type of Cover: **Cover is only provided if SOUTHBOURNE 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

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:	\$2,850.00
GST:	\$285.00
Stamp Duty:	\$250.80
Total:	\$3,385.80

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:

