Contract of Sale of Land

Property:

23 Aria Street, Clyde VIC 3978

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at 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)

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.

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2025

Print names(s) of person(s) signing: .....

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2025

Print names(s) of person(s) signing: **RISHI PAL**

State nature of authority, if applicable: ....

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

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Particulars of Sale

Vendor's estate agent

Name: Area Specialist Keysborough

Address:

Email: ravil@areaspecialist.com.au

Tel: Mob: 0420844770 Fax: Ref: Ravi Lather

Vendor

Name: RISHI PAL

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Gursimran Singh / Soniez Conveyancing

Address: 77 Mackie Road, Mulgrave VIC 3170

Email: legals@soniezgroup.com.au

Tel: 1800 771 900 Mob: 0404 714 707 Fax: Ref: 2025-2146

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12570	Folio	202	1406	PS 902221

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

Includes all fixtures and fittings of a permanent nature as inspected.

Property address

The address of the land is: 23 Aria Street, Clyde VIC 3978

Goods sold with the land (general condition 2.3(f)) (*list or attach schedule*)

Payment

Price $ 0.00

Deposit $ 0.00 by _____ (of which $_____ has been paid)

Balance $ payable at settlement

Deposit bond

☐ Special condition 9 applies only if the box is checked

Bank guarantee

☐ Special condition 10 applies only if the box is checked

GST (general condition 13)

Subject to general condition 13.2, 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 10 & 16.2)

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 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

☐ 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 residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 23)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 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 14)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ Special condition 11 applies only if the box is checked

Pest report

☐ Special condition 11 applies only if the box is checked

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.*

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

1. PAYMENT

1.1 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.

1.2 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.

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

1.4 Payments may be made or tendered:
(a) up to $1,000 in cash; 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.

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

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

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

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

1.9 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.

1.10 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.

☒ **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

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

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
(a) the price includes GST; or
(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5A - Foreign resident capital gains withholding**

5A.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.

5A.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.

5A.3 This general condition only applies 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.

5A.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.

5A.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.

5A.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.

5A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5A.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.

5A.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.

5A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5B – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not failing within the parameters of section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth)]

5B. GST WITHHOLDING

5B.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.

5B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this

general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

5B.3 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.

5B.4 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.

5B.5 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.

5B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5B.7 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 settlement system described in general condition 15B.6.
However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.

5B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

5B.9 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.

5B.10 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.

5B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

5B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

17.1 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.

17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act* 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.

17.3 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.

17.4 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*.

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

21.1 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.

21.2 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.

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

☒ **Special condition 8 – Electronic conveyancing**

8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

8.3 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*.

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

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

8.6 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.

8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

8.8 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.

8.9 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

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 Network Operator of settlement.

8.10 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.

☐ **Special condition 9 – Deposit bond**

9.1 In this special condition:
(a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
(b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;

9.2 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.

9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

9.4 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 30 days before the deposit bond expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

9.5 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 special condition 9.4 to the extent of the payment.

9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.

9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

10.1 In this special 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)*.

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

10.3 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 30 days before the bank guarantee expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

10.4 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 special condition 10.3.

10.5 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 special condition 10.3 to the extent of the payment.

10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.

10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building & Pest Report**

11.1 The contract is subject to purchasers obtaining an independent Building & Pest/Termite inspection report within 7 days of purchasers signing this contract. If the report shows any major structural defects or any major pest infestation then the purchaser may end this contract but only if the purchaser serves written notice on the vendor/agent together with a copy of the report within 7 days. All monies to be refunded if the contract is ended.
NOTE: Cracks in the bricks or tiles are not considered structural.

☒ **Special condition 12 – Condition of Property and improvements**

12.1 Property is sold as is. The purchaser accepts the condition of the property and chattels as at the date of sale and understands that the Vendor is under no obligation to make any repairs etc to the property or chattels. It's important to test appliances, heating/cooling and even test taps etc to ensure chattels are working and there are no issues with the property prior to purchase. If any issues are identified later, which were present at the final inspection prior to settlement, the vendor will not be obligated to make any repairs etc. The purchaser agrees that the vendor is under no liability to carry out repairs, renovations, alterations or improvements and shall not make any objection, requisition or claim for compensation or any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein with respect to the property sold.

☒ **Special condition 13 – Early release of deposit**

13.1 The purchaser agrees and acknowledges that after this contract is executed, he/she will be willing to sign the section 27 provided to them and allow early release of deposit monies to the vendor. The purchaser acknowledges that this special condition is an essential term to this contract.

☒ **Special condition 14 – Loan declined letter by lender**

14.1 In order to end the contract in accordance with General Condition 14 of this contract, purchaser(s) would provide the vendor a letter from lender. The letter should have the following particulars:
a. be addressed to this firm
b. specifies the loan amount & date the purchaser applied for loan
c. be the original signed copy of the letter.

☒ **Special condition 15 – GST with-holding obligations at settlement**

15.1 The Vendor gives notice to Purchaser that GST with-holding obligation does not apply to this contract unless otherwise stated.

☒ **Special condition 16 A – Contract variation or requests for extension of time**

16A.1 The Purchaser acknowledges that after this contract has been signed by both parties, if the purchaser requests any variation of contract or extension of time which is not limited to extension of finance due date requests, extension of time for the purchaser to fulfil any condition set out in this contract, the vendor may incur further legal fee of $120 for each separate request for variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

Special condition 16 B – Cancellation and Re-scheduling of Settlement

16B.1 The purchaser(s) will be liable for payment for the Vendors costs associated with cancellation and or rescheduling of settlement. The purchaser(s) will be liable for $350.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the purchaser's representative. In addition, the purchaser(s) also acknowledges that should settlement after being arranged and attended to by the vendor's representative be cancelled and or rescheduled be liable for a settlement re-attendance fee of $330.00 (inclusive of GST).

Special condition 16 C - Nomination

16C.1 If the contract states that the property is sold to a name purchaser 'and/or nominee' the named purchaser shall only have the right for a period of fourteen (14) days from the date of this contract to nominate a substitute or additional purchaser, but the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent of such nomination that :-

(a) The purchaser and/or named purchaser shall pay the vendor's solicitor the additional sum of $330 (inclusive of GST)

(b) The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.

(c) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body.

☒ **Special condition 17 – Adjustments**

17.1 All outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the settlement date. The land tax outstanding (even if the amount stated is zero of land tax on page 2) must be adjusted at the settlement between the purchaser and vendor.

☒ **Special Condition 18 – Auction (if applicable)**

The property is offered for sale by public auction, subject to vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.
The bidding must be at a lump sum for the property sold. Subject to this Contract and to the Vendor's reserve price, the person making the highest bid which is accepted by the Auctioneer by the fall of the hammer is/are the Purchaser/s. if any dispute arises over any bid the Auctioneer may decide:

(a) Who was the last bidder; or

(b) To submit the property at some former bidding.

No person may retract a bid or advance a lesser sum than the amount named by the Auctioneer and the Vendor may refuse any bid or withdraw the property from sale.

The person making the highest bid which is accepted by the Auctioneer must immediately upon acceptance pay the deposit to the Vendor/s agent and sign this Contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed the contract:

(a) The Vendor's may at any time sell the property to any other person either by auction, private treaty or any other means; and

(b) The Purchaser/s will have no rights against the Vendor/s, the Vendor's Agent or the Auctioneer.

☒ **Special Condition 19 – Town Planning and other Restrictions**

The Vendor/s do/does not warrant that the property may be used for any particular purpose. The Purchaser/s buy/s the land subject to:

(a) Any Act, Order, Regulation, By-Law or Local Law affecting the land.

(b) Any restriction or condition imposed upon the land by or with the authority of any government.

(c) Any easement or rights vested in or claimed by any statutory authority; and

(d) The restrictions contained in any applicable planning scheme.

☒ **Special Condition 20 – Improvements**

(a) The Purchaser/s accepts the improvements on the land in their conditions as on the day of sale and acknowledge/s that the Vendor/s do/does not warrant that any building, fixture or other improvements is free from defect or fit for any particular use.

(a) The Vendor/s make's no representation that the improvements on the land or any alterations, additions or demolition works to the property comply with the Victoria Building Regulations, the requirements of the Local Municipal Council or other Statutory authority or any other Statutory requirements. The Purchaser/s may not make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendor's to bear all or any part of the costs of compliance.

☒ **Special Condition 21 -- Guarantee and Indemnity**

If the Purchaser/s is/are or includes a company other than a company listed on the Australian Stock exchange, the Purchaser/s must deliver to the Vendor's an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by all directors of that Company. If the indemnity and Guarantee is not delivered in accordance with this Special Condition within seven days of the vendor's or his/her/its Solicitors make a demand, the Purchaser/s will be in default under this Contract.

☒ **Special Condition 22 -- Default**

if the Purchaser/s default/s in payment of the whole or part of the purchase money the Purchaser/s must pay upon demand:

(a) all reasonable expenses incurred by the Vendor's as a result of the breach; and
(b) interest at a rate of five (5) per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default payable by the purchaser to the vendor upon demand without the necessity of any notice in writing whether under Condition 6 of the said Table A or otherwise. The purchaser agrees to pay the sum of $330.00 (inclusive of GST) to the vendor's solicitor being the costs of each default together with a further sum of $750.00 (inclusive of GST) for each and every Notice of Rescission prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.

☒ **Special Condition 23 – Exclusion of Prior Warranties**

The Purchaser/s acknowledge/s that the aforesaid Agents have acted as Agents of the Vendor's and that no information, representation or warranty of the Vendor/s or his/her/its Agents was made with the intention or knowledge that it would be relied upon and that no such information, representations or warranty has in fact been relied upon and it is further agreed that this Contract of Sale is the sole and full repository of the Agreement between the Vendor/s his/her/its Agents and the Purchaser/s.

☒ **Special Condition 24 – Stamp Duty: Purchaser buying unequal interest**

(a) 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).

(b) 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.

(c) 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.

(d) This Special Condition shall not merge on completion.

☒ **Special Condition 25 – Buildings and Chattels**

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the

contrary herein contained or by law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection, requisition or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or chattels within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors title and the purchaser shall not make any requestion or claim any compensation from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspection including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation.

☒ **Special Condition 26 – Statutory Warranties if Vendor is an Owner Builder (If applicable)**

If any building work carried out on the land is subject to the Domestic Buildings Contracts and Tribunal Act 1995 then the warranties implied by Section 137C of that Act are set out hereunder:

(a) The vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the vendor was carried out on the home, in a proper and workmanlike manner.

(b) The vendor warrants that all materials used in the domestic work were good and suitable for the purpose for which they were used and that unless otherwise stated in the report of the prescribed building practitioner, those materials were new.

(c) The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements including without limiting the generality of this warranty, the Domestic Building Contracts and Tribunal Act 1995 and the regulations made thereunder. The purchaser acknowledges receipt prior to the date of the contract, a Report on the building works from a prescribed building practitioner which is not more than six months old and a certificate of evidencing the existence of the required building insurance (if applicable - i.e., the cost of the building works exceeded $12,000.00).

☒ **Special Condition 27 – Restrictions**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make his own enquiries whether any structures or ceilings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto. If the property sold is affected by a Body Corporate the purchaser purchases the property subject to the Strata Titles Act 1967 (as amended) and/or Subdivision Act 1989 and the regulations made thereunder, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme regulations or by-law and the rules of the Body Corporate.

☒ **Special Condition 28 – Breach**

If the purchaser breaches this contract, then the purchaser must pay to the vendor on demand: -

(a) The full amount payable under the contract attached hereto, whether due to be paid or not;
(b) compensation for any reasonably foreseeable loss to the vendor resulting from the breach and
(c) any interest due under the contract attached hereto as a result of the breach.
The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever and howsoever arising.

☒ **Special Condition 29 – Insurance**

The property remains at the risk of the vendor until final settlement; however, the purchaser acknowledges that he has been advised to fully insure all the improvements on the property as soon as possible.

☒ **Special Condition 30 – Purchaser Resident of Australia**

The purchaser warrants that if the purchaser is **a** natural person, he is ordinarily resident in Australia and that the Foreign Acquisition and Takeover Act 1975 does not apply to the purchaser or any nominee. If the purchaser or any person claiming through him is in breach of this warranty, then the purchaser agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

☒ **Special Condition 31 – Service of Documents**

Any demand, notice or document shall be deemed to be sufficiently served or delivered to the purchaser if served and delivered personally, or if posted by prepaid post or sent by facsimile to purchaser or purchaser's representative. "Purchaser's representative" shall at all times and in all contexts mean and include – the purchaser's legal practitioner, conveyancer or any other person who has held themselves out as representing the purchaser, to the vendor or the vendor's legal practitioner, the vendor's conveyancer or the vendor's representative.

☒ **Special Condition 32 – Settlement**

The purchaser acknowledges that at the settlement date, the Certificate of Title relating to the Land may not have been issued from the Land Titles Office and/or may not be available to be handed over to the purchaser at the settlement. The purchaser shall accept in lieu of the Certificate of Title relating to the land a Transfer of Land with an order to register endorsed thereon directing the Land Titles Office to issue the Certificate of Title to the purchaser or any other person nominated by the purchaser.

☒ **Special Condition 33 – Reservations**

- The Vendor makes no representation in relation to the condition of the property or any chattels and the Purchaser relies solely upon the Purchaser's own enquiries and inspection.
- The Vendor makes no representation that the services referred to in the Vendor's Statement are adequate for the Purchasers proposed use of the property and the Purchaser should make his own enquiries of the service providers as to the availability and cost of connection or re-connection to the property of the services they require. The provision of services may change between the day of sale and the settlement date and the Vendor makes no representation that the provision of any services will remain the same after the day of sale. The Purchaser will be responsible for the connection, re-connection and/or transfer of all services to the property and will bear all costs associated with such connection re-connection and/or transfer.

☒ **Special Condition 34 – Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisition & 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 from the Purchaser.

☒ **Special condition 35 - Loss or Damage**

35.1 The following General Conditions are deleted:

1. General Conditions 24.3
2. General Conditions 24.4
3. General Conditions 24.5
4. General Conditions 24.6

☒ **Special condition 36 – No Land Tax Adjustment**

Where the day of sale is 01/01/2024 or later, and the sale price of the property is less than $10,000,000.00 then general condition 15 is hereby varied to the extent that there shall be no adjustment of any land tax for the property, and the purchaser shall not be required to make any payment or contribution to the land tax component of the vendor at the settlement date or otherwise.

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations* 2008

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

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

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980**.**

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to 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.

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

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

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

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring 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.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

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

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

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts 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.

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is 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.

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

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

13.4 If the particulars of sale specify that the supply made under this contract 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.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

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

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

14. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

15. ADJUSTMENTS

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

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

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

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

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

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

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by—

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

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

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

(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

responsibility where action is required before settlement.

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

25. BREACH

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

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

(a) specify the particulars of the default; and

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED 2025

RISHI PAL

to

CONTRACT OF SALE OF REAL ESTATE

Property: 23 Aria Street, Clyde VIC

Gursimran Singh
Soniez Conveyancing
77 Mackie Road
MULGRAVE VIC 3170
Tel: 1800 771 900
M : 0404 714 707
Ref: GS:2025-2146

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	23 ARIA STREET, CLYDE VIC 3978

Vendor's name	RISHI PAL	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: $5,500

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

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

$0.00	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?	☐ YES ☒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 ☒ 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 the Title and Copy of Plan.

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

Unless contained in the attached certificates or statements, to the best of the Vendor's knowledge there is no failure to comply with the terms of any easement, covenant or similar restriction affecting the land. However, the Vendor has no means of knowing all the decisions of the Government and other authorities unless such decision has been communicated to the Vendor. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the certificate of Title.

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**

Name of planning scheme	
Name of responsible authority	
Zoning of the land	
Name of planning overlay	

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:

None to Vendor's Knowledge

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:

None to Vendor's Knowledge

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):

Not Applicable

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

(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)

As per attached

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 12570 FOLIO 202

Security no : 124129853315V
Produced 12/11/2025 06:07 PM

LAND DESCRIPTION

Lot 1406 on Plan of Subdivision 902221F.
PARENT TITLE Volume 12570 Folio 138
Created by instrument PS902221F 04/09/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RISHI PAL of 62 JACANA STREET NOBLE PARK VIC 3174
AY415053K 18/09/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY415054H 18/09/2024
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS902221F 04/09/2024

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
AS559057X 24/09/2019

DIAGRAM LOCATION

SEE PS902221F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 23 ARIA STREET CLYDE VIC 3978

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 18/09/2024

DOCUMENT END

Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	**7**
Document Assembled	**12/11/2025 18:07**

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PLAN OF SUBDIVISION

EDITION 1

PS902221F

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: .....

SECTION: .....

CROWN ALLOTMENT: .....

CROWN PORTION: 66 (PART)

TITLE REFERENCE: VOL. 12570 FOL. 138

LAST PLAN REFERENCE: Lot P on PS902220H

POSTAL ADDRESS: 25 Bells Road
(at time of subdivision) CLYDE 3978

MGA 94 CO-ORDINATES: E: 356 520 ZONE: 55
(of approx centre of land in plan) N: 5 778 710

Council Name: Casey City Council

Council Reference Number: SubA00442/22
Planning Permit Reference: PlnA00235/17
SPEAR Reference Number: S206129J

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6 of the Subdivision Act 1988: 28/04/2023

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied for: lots excluding Lot Q

Digitally signed by: Michele Scarlett for Casey City Council on 22/07/2024

Statement of Compliance issued: 05/08/2024

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
Road R1	Casey City Council

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. PlnA00235/17

ONE BELLS - Release No. 14
Area of Release: 1.345ha
No. of Lots: 26 Lots and Balance Lot Q

NOTATIONS

Lots 1401 to 1426 of this plan may be affected by one or more restrictions.
Refer to Creation of Restriction A on Sheet 7 of this plan for details.

OTHER PURPOSE OF PLAN
To remove that part of easement E-2 created on PS829688K in so far as it lies within Road R1 herein.
GROUNDS FOR REMOVAL:
By agreement between all interested parties pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988.

WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
			SEE SHEET 2 FOR EASEMENT DETAILS	

TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
***Tel:** 61 3 9501 2800 | **Web:** taylorsds.com.au*

SURVEYORS FILE REF: Ref. 20424-S14 Ver. 4

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 7

Digitally signed by: Damian Leo Slattery, Licensed Surveyor, Surveyor's Plan Version (4), 18/07/2024, SPEAR Ref: S206129J

Land Use Victoria Plan Registered
11:29 AM
04/09/2024
Assistant Registrar of Titles

PS902221F

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Sewerage	See Diag.	PS848495P	South East Water Corporation
E-2	Sewerage	See Diag.	PS829688K	South East Water Corporation
E-3	Supply of water and recycled water (through underground pipes)	See Diag.	PS829688K	South East Water Corporation
E-4	Supply of water and recycled water (through underground pipes)	See Diag.	PS829688K	South East Water Corporation
	Sewerage			
E-5	Sewerage	See Diag.	PS848494R	South East Water Corporation
E-6	Drainage	3	PS848494R	Casey City Council
	Sewerage			South East Water Corporation
E-7	Sewerage	2.50	PS902220H	South East Water Corporation
E-8	Drainage	2	This Plan	Casey City Council
E-9	Sewerage	2.50	This Plan	South East Water Corporation

TAYLORS
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8/270 Ferntree Gully Road, Notting Hill VIC 3168
Phone: (03) 9501 2800 | www.taylorsds.com.au

ORIGINAL SHEET SIZE: A3 | Ref. 20424-S14 Ver. 4 | SHEET 2

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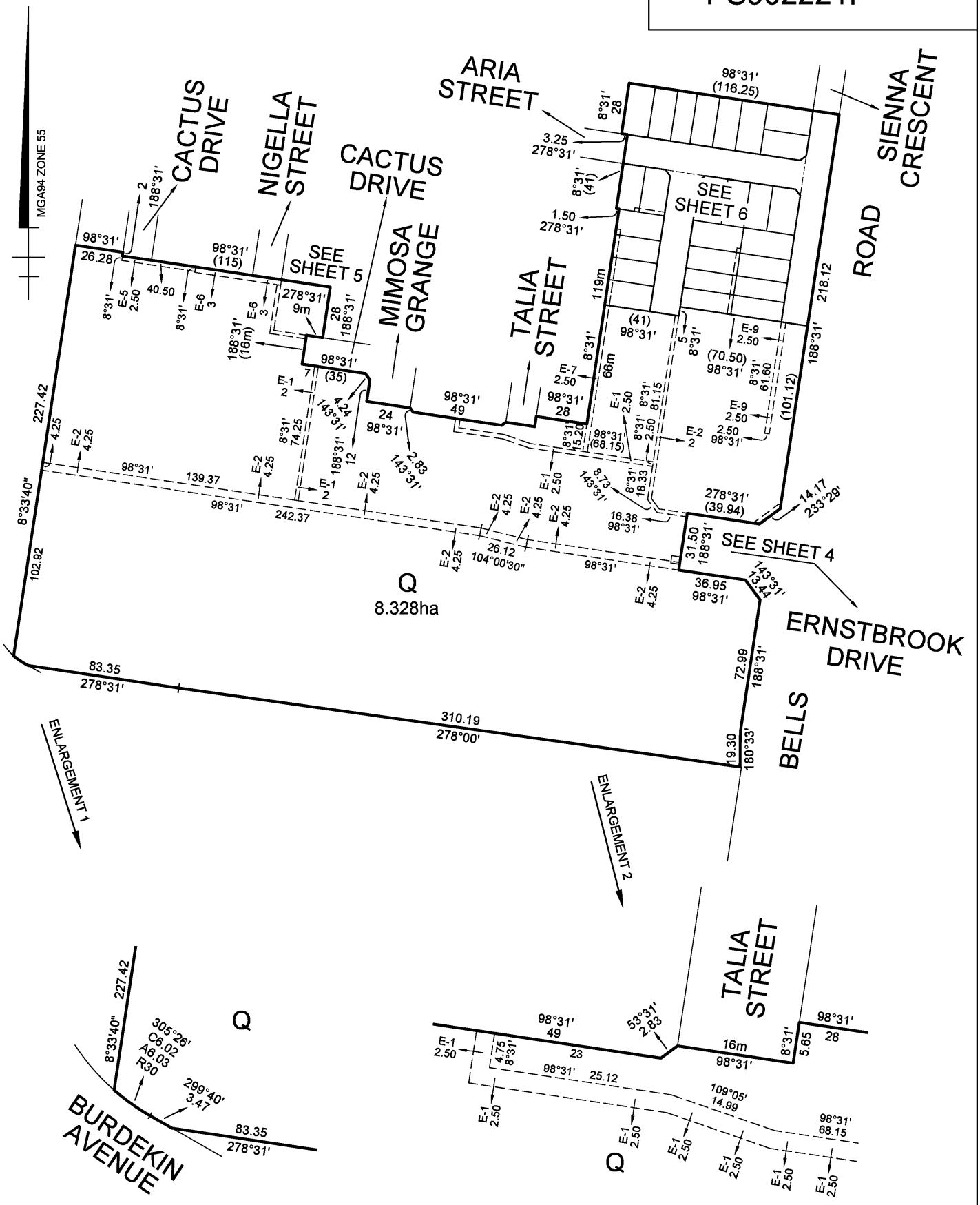
PS902221F



SCALE OF ENLARGEMENT 1

1:500

5 0 5 10 15 20

SCALE OF ENLARGEMENT 2

1:500

5 0 5 10 15 20

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SCALE		ORIGINAL SHEET	Ref. 20424-S14	SHEET 3
1:2000	20 0 20 40 60 80 LENGTHS ARE IN METRES	SIZE: A3	Ver. 4	

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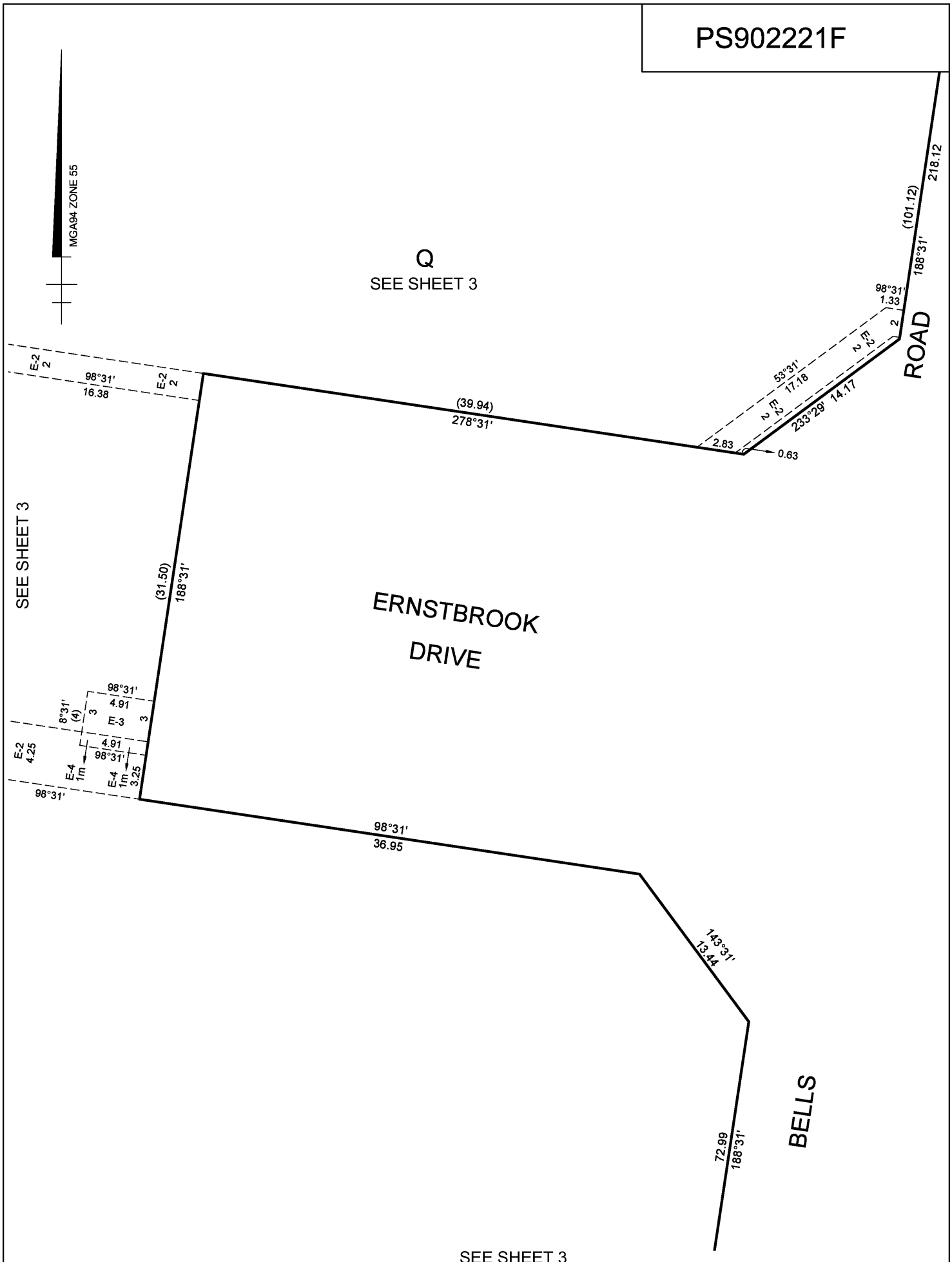
Digitally signed by: Casey City Council, 22/07/2024, SPEAR Ref: S206129J

PS902221F



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Tel: 61 3 9501 2800 | Web: taylorsds.com.au

SCALE		ORIGINAL SHEET	Ref. 20424-S14	SHEET 4
1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SIZE: A3	Ver. 4	

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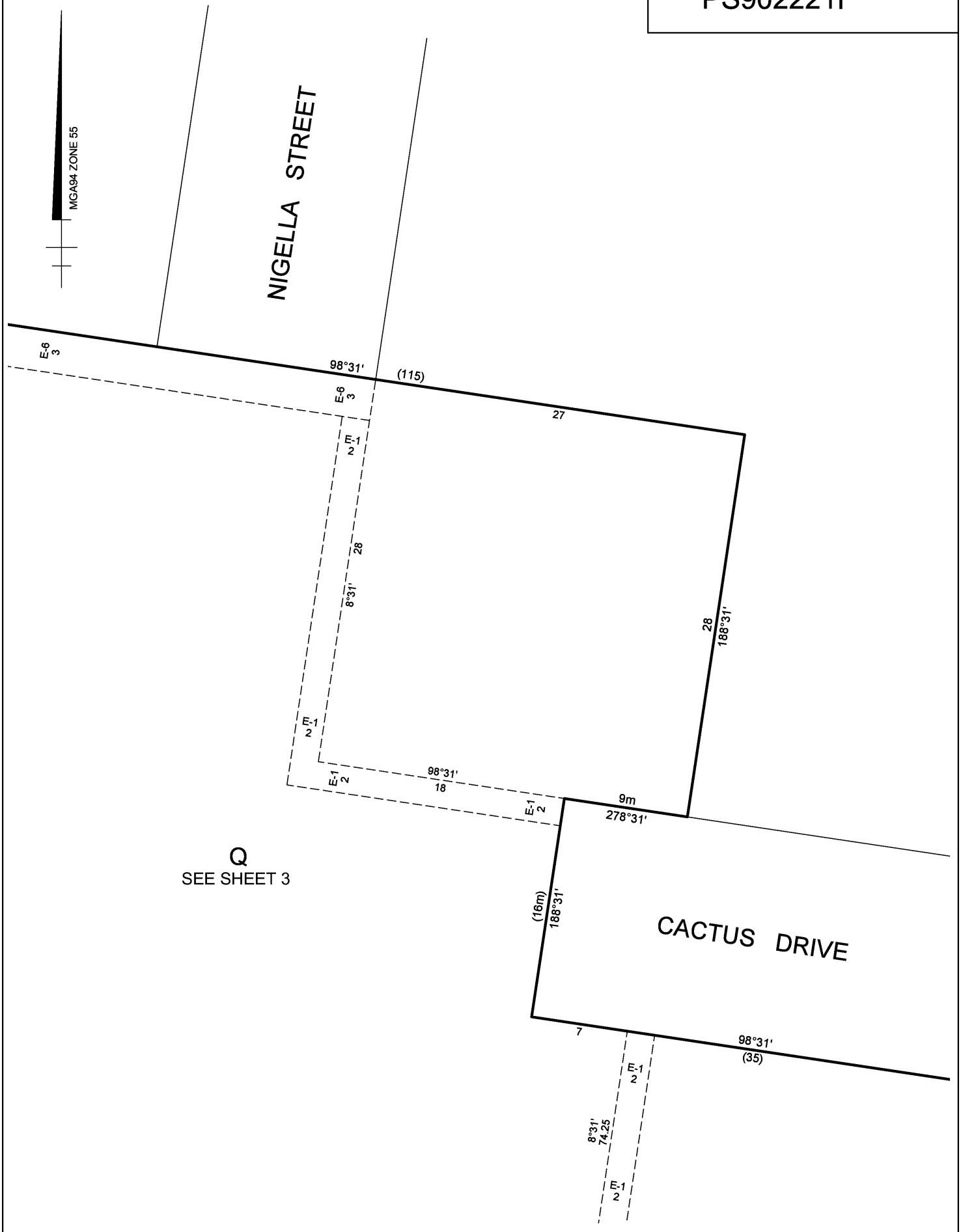

TAYLORS Urban Development | Built Environments | Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 | Web: taylorsds.com.au	SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 20424-S14 Ver. 4 / SHEET 5
	Digitally signed by: Damian Leo Slattery, Licensed Surveyor, Surveyor's Plan Version (4), 18/07/2024, SPEAR Ref: S206129J		Digitally signed by: Casey City Council, 22/07/2024, SPEAR Ref: S206129J	

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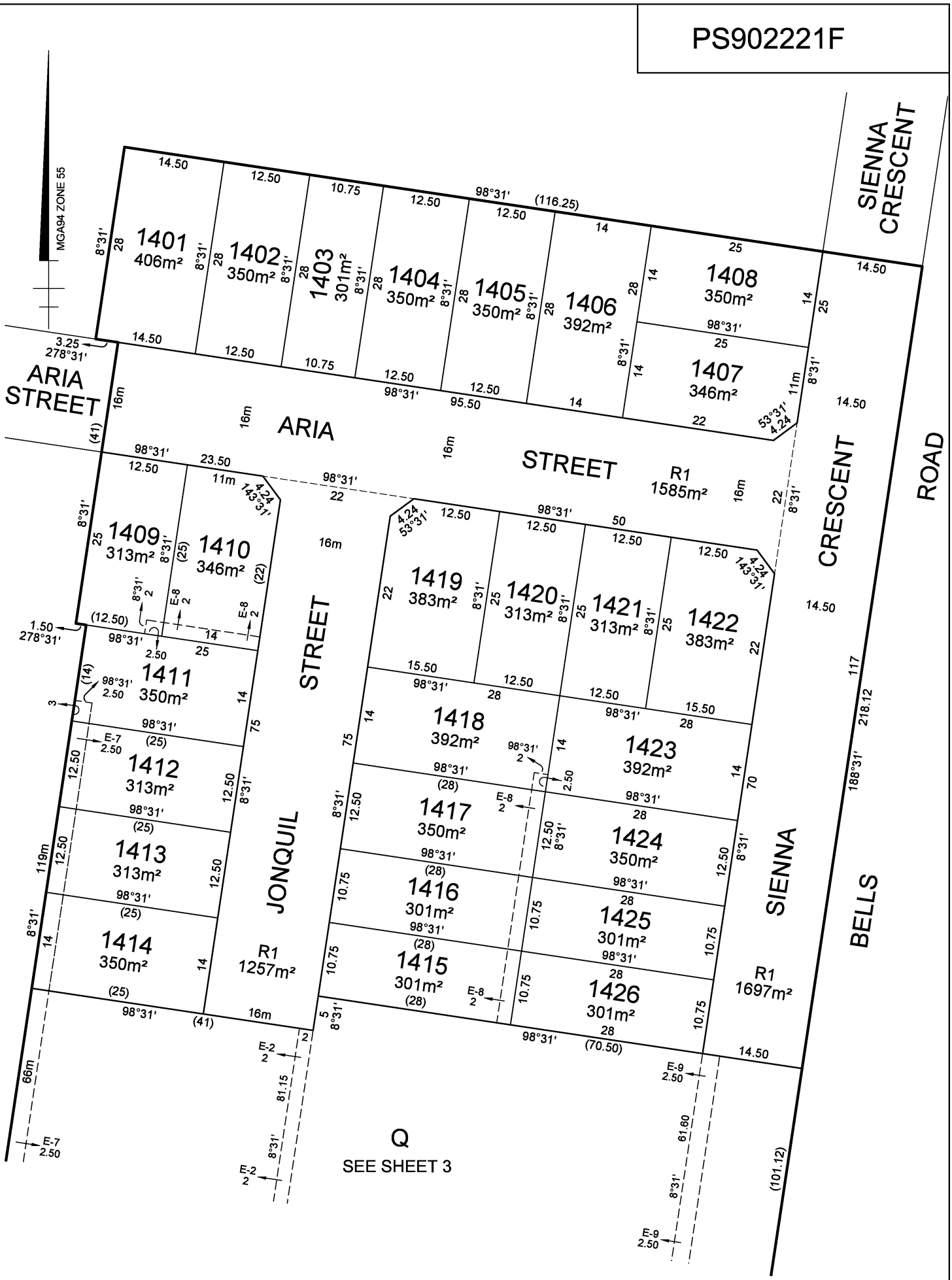

TAYLORS Urban Development | Built Environments | Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 | Web: taylorsds.com.au	SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 20424-S14 Ver. 4	SHEET 6
	Digitally signed by: Damian Leo Slattery, Licensed Surveyor, Surveyor's Plan Version (4), 18/07/2024, SPEAR Ref: S206129J		Digitally signed by: Casey City Council, 22/07/2024, SPEAR Ref: S206129J		

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CREATION OF RESTRICTION A

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 1
BENEFITED LAND: See Table 1

RESTRICTION:
The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

1. Construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding except in accordance with the provisions recorded in MCP AA10202.
2. At any time on the said lot or any part or parts thereof build or cause to be built or allow to remain a dwelling or any other improvements, or carry out or cause to be carried out or allow to be carried out, any building or construction works on the lot unless:
   a. Copies of site plans, floor plans, elevations, landscape plans, and schedule of materials and colours selections with samples (together the "Plans") have been submitted to the One Bells Design Review Panel, or such other entity as may be nominated by the Vendor from time to time for approval (such approval which may be withheld or provided with conditions in the One Bells Design Review Panel's absolute discretion);
   b. The Plans comply with the One Bells Design Guidelines; and
   c. The One Bells Design Review Panel or such other entity as may be nominated by the Vendor from time to time has given its written approval to the Plans prior to the commencement of works.

Expiry date: 31/12/2030

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1401	1402
1402	1401, 1403
1403	1402, 1404
1404	1403, 1405
1405	1404, 1406
1406	1405, 1407, 1408
1407	1406, 1408
1408	1406, 1407
1409	1410, 1411
1410	1409, 1411
1411	1409, 1410, 1412
1412	1411, 1413
1413	1412, 1414

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1414	1413
1415	1416, 1426
1416	1415, 1417, 1425
1417	1416, 1418, 1424
1418	1417, 1419, 1420, 1423
1419	1418, 1420
1420	1418, 1419, 1421
1421	1420, 1422, 1423
1422	1421, 1423
1423	1418, 1421, 1422, 1424
1424	1417, 1423, 1425
1425	1416, 1424, 1426
1426	1415, 1425

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Digitally signed by: Casey City Council, 22/07/2024, SPEAR Ref: S206129J

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 12/11/2025 06:07:54 PM

Status	Registered	Dealing Number	AY415053K
Date and Time Lodged	18/09/2024 02:16:35 PM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction VICTORIA

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

Land Title Reference
12570/202

Transferor(s)

Name	L & L MEGA DEVELOPMENT PTY LTD
ACN	612057815

Estate and/or Interest being transferred
Fee Simple

Consideration
$AUD 410000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	RISHI PAL
Family Name	
Address	
Street Number	62
Street Name	JACANA
Street Type	STREET

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

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	NOBLE PARK
State	VIC
Postcode	3174

Duty Transaction ID
6077751

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

Execution

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

Executed on behalf of	RISHI PAL
Signer Name	DILBAG SINGH
Signer Organisation	DHILLON CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	18 SEPTEMBER 2024

Execution

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

Executed on behalf of	L & L MEGA DEVELOPMENT PTY LTD
Signer Name	JAMES CHARLES HOWARD PRICE
Signer Organisation	MILLS OAKLEY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	18 SEPTEMBER 2024

File Notes:
NIL

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Statement End.

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

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 12/11/2025 06:07:54 PM

Status	Registered	Dealing Number	AY415054H
Date and Time Lodged	18/09/2024 02:16:35 PM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	90107236063

MORTGAGE

Jurisdiction VICTORIA

Privacy Collection Statement
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Estate and/or Interest being mortgaged
FEE SIMPLE

Land Title Reference
12570/202

Mortgagor

Given Name(s)	RISHI PAL
Family Name	

Mortgagee

Name	COMMONWEALTH BANK OF AUSTRALIA
ACN	123123124
Australian Credit Licence	234945
Address	
Floor Type	LEVEL
Floor Number	1
Street Number	11
Street Name	HARBOUR
Street Type	STREET

Reference :90107236063
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Locality	SYDNEY
State	NSW
Postcode	2000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA9483

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: 1. The provisions in the document referred to in (a) above, as varied if shown below (Memorandum) are incorporated in this mortgage. 2. A reference to "this mortgage" in this mortgage form or the Memorandum is a reference to the mortgage constituted by this mortgage form and the Memorandum. 3. You acknowledge that you received and read a copy of this mortgage form and the Memorandum before signing this mortgage. 4. You acknowledge giving this mortgage and incurring obligations and giving rights under it in return for the things we do when we enter into a Secured Agreement. 4A. This mortgage and the Memorandum incorporated into it, contains one or more references to an off-Register document, the provisions of which do not affect any of the essential terms of the mortgage. 5. You agree to comply with the provisions of the Memorandum. 6. If this mortgage is a mortgage of a registered lease, the Memorandum is varied as follows: By adding at the end of Clause A3.1(h): (iv) you have not transferred your interest as lessee of The Property; and (v) you have told us if you have a sub-tenant in The Property.

Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
   (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
   (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	COMMONWEALTH BANK OF AUSTRALIA
Signer Name	MAGDALENA TURSKI
Signer Organisation	COMMONWEALTH BANK OF AUSTRALIA
Signer Role	AUTHORISED SIGNATORY
Execution Date	17 SEPTEMBER 2024

File Notes:
NIL

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Statement End.

Reference :90107236063
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

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Status	Registered	Dealing Number	AS559057X
Date and Time Lodged	24/09/2019 05:47:31 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM:7867167 - S173 A

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

Privacy Collection Statement
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Estate and/or Interest
FEE SIMPLE

Land Title Reference
12020/385

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

Applicant(s)

Name	CASEY CITY COUNCIL
Address	
Street Number	2
Street Name	PATRICK NORTHEAST
Street Type	DRIVE
Locality	NARRE WARREN
State	VIC
Postcode	3805

Additional Details

Reference :TGM:7867167 - S173 A
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	CASEY CITY COUNCIL
Signer Name	THY NGUYEN
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 SEPTEMBER 2019

File Notes:
NIL

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Statement End.

Reference :TGM:7867167 - S173 A
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ABN 86 627 986 396

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Document Identification	**AS559057X**
Number of Pages (excluding this cover sheet)	**24**
Document Assembled	**12/11/2025 18:07**

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City of Casey

Agreement under Section 173 of the Planning and Environment Act 1987

Date 17/ 9 /2019

Subject Land: **25 Bells Road Clyde**

Purpose of Agreement: Credits for Land Projects and P.O.S.

Casey City Council

and

Nick Baldi Constructions Pty Ltd
ACN 005 798 096

and

L & L Mega Development Pty Ltd
ACN 612 057 815

AS559057X

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City of Casey

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AS559057X

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City of Casey

Agreement under Section 173 of the Planning and Environment Act 1987

Dated / / 2019

Parties

Name	**Casey City Council**
Address	Municipal offices, Bunjil, Patrick Northeast Drive, Narre Warren, Victoria
Short name	**Council**

Name	**Nick Baldi Constructions Pty Ltd**
	ACN 005 798 096
Address	2A Mercer Street, Armadale, Victoria 3143
Short name	**Owner**

Name	**L & L Mega Development Pty Ltd**
	ACN 612 057 815
Address	1/5 Tarella Street, Hampton Park, Victoria 3976
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.

B. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to do so, as the Collecting Agency and the Development Agency

C. The Owner is or is entitled to be the registered proprietor of the Subject Land. As at the date of this Agreement, Nick Baldi Constructions Pty Ltd is the registered proprietor of the Subject Land. However, pursuant to a Contract of Sale dated 27 September 2016 (**Contract of Sale**), Nick Baldi Constructions Pty Ltd has agreed to sell and L & L Mega Development Pty Ltd has agreed to purchase the Subject Land. Settlement of the Contract of Sale is due to occur on 11 December 2019. Accordingly, this Agreement is also made with in anticipation of L & L Mega Development Pty Ltd becoming the owner of the land

D. The Development Contributions Plan applies to the Subject Land. It specifies the development contributions required to be paid by those developing land within the area covered by the Development Contributions Plan.

AS590057X

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E. The Owner has asked Council for permission to transfer or vest Land Projects in Council in return for a credit against the Owner's obligation to pay the Development Infrastructure Levy.

F. Council has agreed to allow the Owner transfer to or vest in Council the Land Projects in return for a Credit against the Owner's obligation to pay the Development Infrastructure Levy on the terms and conditions set out in this Agreement.

G. The Owner has also asked Council for permission to transfer or vest the Open Space Land in Council.

H. Council has agreed to allow the Owner to transfer or vest the Open Space Land in Council in return for a credit against the Owner's obligation under clause 53.01 of the Planning Scheme to make the Public Open Space Contribution on the terms and conditions set out in this Agreement.

I. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveator. The Caveator consents 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 Agreed Land Value specified in Schedule 1 except that where the area of the Land Project which is actually transferred to or vested in Council is less than the area of the Land Project specified in Schedule 1, the Agreed Land Value is to be recalculated by multiplying the area of the Land Project actually transferred to or vested in Council by a rate per square metre which is calculated from the relevant information as set out in Schedule 1.

Agreement means this Deed as amended from time to time.

Caveator means L & L Mega Development Pty Ltd ACN 612 057 815.

Collecting Agency and Development Agency have the same meaning as in the Development Contributions Plan.

Credit means a credit in the amount of, or part of, the Agreed Land Value for the relevant Land Project against the amount of the Development Contribution Levy that the Owner is obliged to pay for the Subject Land under this Agreement and the Development Contributions Plan.

Current Address means:

(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

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(a) for Council, caseycc@casey.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development Infrastructure Levy has the same meaning as in the Development Contributions Plan. In this Agreement it means the levy payable per developable hectare at the rate specified in the Development Contributions Plan for the Subject Land.

Development Contributions Plan (or DCP) means the Clyde Development Contributions Plan as incorporated in the Planning Scheme.

Early lots means lots created by the subdivision of the Subject Land that are not lots intended for commercial development but will ultimately be used for the provision of utility services or some other public purpose.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan forming part of the Planning Permit.

Equalisation Payment means the amount calculated in accordance with Schedule 2 described as the equalisation payment required to be paid by the Owner or Council as the case may be. This amount is calculated by reference to the percentage difference between:

(a) the area of Open Space Land that the Owner 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

(b) the public open space contribution that the Owner is required to make under clause 53.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

Indexation means annual adjustment of an amount carried out in accordance with the method and on the date which are specified in the Development Contributions Plan.

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.

Land Project means the land transaction or transactions described in Schedule 1. For clarity it does not include Open Space Land.

Landscape Components means the soft and hard landscaping components of a Land Project or Open Space Land and includes all tree and shrub planting, grass seeding or turf, paving, watering systems and the like.

Landscape Maintenance Period means the maintenance of the Landscape Components for the period of 24 months from the vesting of a Land Project or Open Space Land 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. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure that is included in the Development Contributions Plan or other infrastructure that is in the nature of regional or state infrastructure.

Lot means a lot on the Endorsed Plan.

ASSIGNMENT

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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 the land for passive open space as set out in Schedule 2.

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

Party or parties means the parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means the planning permit specified in Schedule 5 authorising the development of the Subject Land in accordance with the Endorsed Plan.

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

PSP means the Clyde Creek Precinct Structure Plan incorporated in the Planning Scheme.

Provision Trigger means the provision trigger or milestone specified in Schedule 1 or Schedule 2 as the case may be.

Public Infrastructure Plan means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under any planning permit applicable to the Subject Land.

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

Schedule means a schedule to this Agreement.

Stage means a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under the Planning Permit.

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

Subject Land means the land listed in Schedule 3 of this Agreement and any reference to the Subject Land includes any lot created by the subdivision of any lot comprising the Subject Land or any part of it.

Template Contract means the form of the contract of sale of land which is held at the offices of Council for the purposes of the transfer of land which is required to be vested in Council. A copy of the Template Contract will be provided by Council upon request where an acquisition of a Land Project requires that Council obtain transfer of the land as a lot.

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;

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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 and reasons for this Agreement

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

3.1 record the terms and conditions on which the Owner will transfer to or vest in Council each Land Project;

3.2 record the terms and conditions on which the Owner will transfer to or vest in Council the Open Space Land; and

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

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Payment of Development Infrastructure Levy

The Parties agree that:

5.1 the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis reduced by -

5.1.1 the Owner's entitlement to a Credit; and

5.1.2 subject to the provisions of this Agreement;

5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset or reduced by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next stage of the subdivision of the Subject Land.

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6. Transfer of Land Project and Open Space Land

6.1 Land Project

The Owner covenants and agrees that subject to this Agreement, the Owner will transfer to or vest in Council each Land Project:

6.1.1 prior to the Provision Trigger specified in Schedule 1 unless the Collecting Agency agrees in writing to an alternative time; and

6.1.2 in return for a Credit or payment, as the case may be, as described in and payable at, the time set out in Schedule 1.

6.2 Open Space Land

The Owner covenants and agrees that subject to this Agreement the Owner will transfer to or vest in Council the Open Space Land prior to the Provision Triggers identified in Schedule 2 unless Council agrees in writing to an alternative time.

6.3 Landscaping of Open Space Land

The Owner covenants and agrees that the Open Space Land to be transferred to or vested in Council must be landscaped at the Owner's cost, or bonded, in accordance with any landscape masterplan and any subsequent detailed landscape construction plan approved under the Planning Permit in relation to the Subject Land to the satisfaction of Council prior to the land being transferred or vested to or in Council and the Landscape Components must then be maintained in good order and repair for the Landscape Maintenance Period.

6.4 Milestones

The Parties acknowledge and agree that if the Owner does not:

6.4.1 transfer or vest the Land Project within the timeframe specified or referred to in clause 6.1.1 or any other time which is agreed between Council and the Owner; or

6.4.2 transfer or vest the Open Space Land within the timeframe specified or referred to in clause 6.2 or any other time which is agreed between Council and the Owner -

Council may at its absolute discretion:

6.4.3 further extend the relevant timeframe; or

6.4.4 refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe as specified in the Schedules to this Agreement.

6.5 Credit

The Parties agree that:

6.5.1 upon the transfer or vesting in Council of the Land Project, the Owner will be entitled to the Credit for the Agreed Land Value as set out in Schedule 1;

6.5.2 after the expiry of the Landscape Maintenance Period, maintenance of the landscape and repair of any defects in respect of the Land Project or Open Space Land, as the case may be becomes the responsibility of Council.

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6.6 Credit

The parties agree that where pursuant to clause 6.5.1 a Credit is due to the Owner in respect of one or more Land Projects, then the Owner is not required to pay the Development Infrastructure Levy payable in accordance with the Development Contributions Plan to the extent of the Credit that is due to the Owner.

6.7 Reimbursement of the Owner for entitlements in excess of Credits

The parties agree that when a Land Project is transferred to or vested in Council in accordance with this Agreement Council will reimburse to the Owner a cash payment for the Agreed Land Value less any Credits or payments already provided to the Owner subject to the following:

6.7.1 Council in its capacity as Collecting Agency determining that there are sufficient funds in the Development Contributions Plan account to pay the Owner at that time having regard to other agreements Council has made with any other person in relation to development contributions;

6.7.2 until the amounts due under clause 6.7.1 are paid, Council will make details in relation to the funds in the relevant DCP account available for inspection to the Owner upon request.

6.8 Final Reimbursement

Notwithstanding anything to the contrary in this Agreement, if any amount owing to the Owner has not been paid to the Owner before the date of the issue of the final Statement of Compliance for the Subject Land, Council must pay the outstanding amount owing to the Owner in full within 30 days of the issues of the Statement of Compliance for the final stage of the subdivision of the Subject Land.

6.9 Open Space Land and Equalisation Payment

Council and the Owner covenants and agrees that subject to this Agreement:

6.9.1 the Owner will transfer to or vest in Council the Open Space Land specified in Schedule 2 prior to the Provision Trigger identified in Schedule 2;

6.9.2 where a payment in respect of Open Space Land is due to the Council, the Owner will pay to Council the Equalisation Payment specified for the Open Space Land in Schedule 2 prior to the Provision Trigger identified in Schedule 2;

6.9.3 upon complying with this clause, the Owner has fulfilled its obligation in relation to the Subject Land under the Planning Scheme in relation to the Open Space Land.

6.10 Early lots

Unless with the prior written consent of Council, the Owner covenants and agrees that the Owner will not sell or vest any Early lots until:

6.10.1 Council is satisfied that the Early lot has been embellished and serviced in accordance with any relevant planning permit; and

6.10.2 a Statement of Compliance has been issued for the applicable Stage of subdivision within which the Early lot exists.

ASSIGNMENT

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7. Specific obligations

7.1 Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement any Public Infrastructure Plan.

8. Parties' acknowledgments

8.1 Agreed Land Value

The Parties agree that:

8.1.1 the Agreed Land Value 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 Land Project; and

8.1.2 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 or any other amount agreed to be paid under this Agreement in respect of any land, 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 Land Project.

8.2 Agreed Land Value composition

The Owner and Council agree that the Agreed Land Value includes all transfer costs, costs of plans of subdivision, registration fees and the like or any other amount which has been specifically agreed to in writing by Council.

9. Acknowledgement by the Parties

The Parties acknowledge and agree that:

9.1.1 this Agreement relates only to infrastructure that is commonly funded by a development contributions plan and not Localised Infrastructure; and

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

10. Owner's further obligations

10.1 Notice and registration

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

10.2 Further actions

The Owner:

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10.2.1 must do all things necessary to give effect to this Agreement;

10.2.2 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

10.2.3 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.

10.3 Template Contract

Where land is proposed to be transferred to or vested in Council under this Agreement, and either the Council or the Owner require a contract to be entered into between the Owner and Council, the contract must be in the form of the Template Contract.

10.4 Council's costs to be paid

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

10.4.1 drafting, finalising, signing and recording this Agreement;

10.4.2 drafting, finalising and recording any amendment to this Agreement;

10.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

10.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

10.5 Interest for overdue moneys

10.5.1 The Owner must pay to Council interest at the same rate applied under section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

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

10.6 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

11. 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.

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12. Owner's Warranties

12.1 The Owner warrants that apart from the Owner 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.

12.2 The Owner warrants that the Open Space Land and Land Project 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 put.

13. Successors in title

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

13.1.1 give effect to this Agreement; and

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

14. General matters

14.1 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:

14.1.1 personally on the other Party;

14.1.2 by leaving it at the other Party's Current Address;

14.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address;

14.1.4 by email to the other Party's Current Email.

14.2 No waiver

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

14.3 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.

14.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

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14.5 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.

14.6 Governing law

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

15. GST

15.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.

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

15.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 15.4 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.

15.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 15.3.

16. Dispute Resolution

16.1 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 16.5 either party may at its election:

16.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or

16.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.

16.2 A party may not commence any of the processes referred to in clause 16.1 until it has complied with clauses 16.3 and 16.4.

16.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.

16.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.

16.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

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17. GAIC

17.1 The Owner acknowledges and agrees that apart from the land specified in Schedule 4, 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 Owner 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 Owner agrees that the Owner must within 60 days of the provision of a Land Project to Council 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.

17.4 For the purposes of ensuring the performance of the Owner's obligation under this clause in respect of Land Project RD54-02 and IN54-08, at a time prior to the provision of the Land Project to Council, the Owner must provide to Council an unconditional bank guarantee from an Australian bank (**Bank Guarantee**) which guarantees the payment of the amount of $169,139.34 to Council if called on and drawn down by Council to secure the performance of the obligation of the Owner to provide the certificate of release under clause 17.3 of this Agreement.

17.5 Council must return the Bank Guarantee to the Owner within 7 days of receipt of the certificate of release referred to under clause 17.3 of this Agreement.

18. Foreign resident capital gains withholding

18.1 Definitions

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

12.5% means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

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* (Cth)

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.

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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 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 a 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,

(the **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 12.5% 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:

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(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:

(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.

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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. 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.

20. Amendment of Agreement

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

20.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the 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.

21. Ending of Agreement

21.1 This Agreement ends:

21.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

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

21.2 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.

21.3 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 Owner 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.

21.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, 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.

21.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner'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

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City of Casey

Schedule 1

LAND PROJECT

DCP Project Reference Number	Land Project Description[1]	Title or plan reference[2]	Area of the Land Project[3]	Milestone for transfer or vesting of the Land Project	Agreed Land Value[4]	Funding Source	Timing for Credit/ Reimbursement Payment
RD54-02	Land for widening of Pattersons Road (Berwick-Cranbourne Road to Bells Road/ eastern boundary of PSP 1054)	Concept Ultimate Intersection and Road Land Take Areas	0.8340Ha	Prior to or concurrent with issue of Statement of Compliance for Stage 1 (as agreed between Council and the Owner) as shown in the endorsed plans to Planning Permit.	$1,438,650	Cash payment from DCP reserve	Within 30 days of the vesting of each Land Project into Council's ownership.
IN54-08	Land for intersection of Pattersons Road and Bells Road		0.0860Ha		$148,350		
IN54-12	Land for intersection of Bells Road and South connector		0.0545Ha	Prior to or concurrent with issue of Statement of Compliance for Stage 17 (as agreed between Council and the Owner) as described in the endorsed plans to Planning Permit.	$94,013	DCP credit	Prior to or concurrent with the Stage 1 as described in the endorsed plans.

[1] The description of the *Project Land* should be clear and unambiguous.
[2] Insert a title if the land is the whole of the land in the title. Otherwise insert a plan of survey or plan of subdivision reference number.
[3] Insert area in hectares (to four decimal places) .
[4] The *Agreed Land Value* is a defined phrase in this Agreement. Under this Agreement, once agreed, the *Agreed Land Value* does not change. In determining the Agreed Land Value, Council will have used the Public Land Equalisation Methodology described in the DCP.

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City of Casey

Schedule 2

OPEN SPACE LAND

Open Space Land	Open Space Land Description[5]	Title of plan reference	Area of the Open Space Land (Ha)	Milestone for transfer or vesting of the Open Space Land	Equalisation Payment for Open Space Land[6]	Funding Source	Timing for Payment/ Credit (Payment/ Credit Date)
1	Local Park	LP28 depicted in the Open Space and Communities Facilities Plan in the PSP and shown on the Endorsed Plans.	1.00Ha	Prior to or concurrent with the issue of the Statement of Compliance for Stage 5 as described in the endorsed plans to Planning Permit No. PlnA00235/17.			
	Public Open Space Equalisation Payment to Council for the under provision of the 3.99% requirement set out in Clause 53.01 of the Casey Planning Scheme.				The equivalent of the value of 0.2112Ha of the Subject Land valued on the dollar per hectare rate assessed on a pro rata basis by reference to the englobo value of the parent land parcel being property ID 54.38 as set out in Appendix 4.2 of the PSP and assuming that the parent parcel has services and infrastructure available to it, but not yet constructed.	Owner	Prior to the issue of Statement of Compliance for Stage 17.

[5] A clear description of the Open Space Land is required.
[6] This is a calculated amount determined by Council in consultation with Owner.

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City of Casey

Schedule 3

TITLE PARTICULARS FOR PURPOSES OF DEFINITION OF SUBJECT LAND

Certificate of Title
Volume 12020 Folio 385

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City of Casey

Schedule 4

Land Specified for the purposes of clause 17.1

Project No.	Land Description	Plan Reference		Area
RD54-02	Land for widening of Pattersons Road	-		0.8340 Ha
IN54-08	Land for intersection of Pattersons Road and Bells Road			0.0860 Ha

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City of Casey

Schedule 5

Planning Permit Details

PlnA00235/17

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Signing Page

Signed, sealed and delivered as a Deed by the Parties

Signed sealed and delivered by the Manager Growth and Investment on behalf of **Casey City Council** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:)

.....
Witness

.....
Manager Growth and Investment

EXECUTED by Nick Baldi Constructions Pty Ltd ACN 005 798 096 in accordance with section 127(1) of the *Corporations Act 2001*:)

Signature of Director

NICOLO BALDI
Name of Director

Signature of Director/~~Company Secretary~~

ANGELA BALDI
Name of Director/~~Company Secretary~~

EXECUTED by L & L Mega Development Pty Ltd ACN 612 057 815 in accordance with section 127(1) of the *Corporations Act 2001*:)

Signature of Director

CHOO YEW LAU
Name of Director

Signature of Director/Company Secretary

KUNG CHING LAU
Name of Director/Company Secretary

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Caveator's Consent

L & L Mega Development Pty Ltd ACN 612 057 815 as caveator under instrument no. AN321380M consents to recording of this Agreement on each of the relevant Certificates of Title comprising Subject Land.

.....

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 12 November 2025 07:20 PM

PROPERTY DETAILS

Address:	**23 ARIA STREET CLYDE 3978**
Lot and Plan Number:	**Lot 1406 PS902221**
Standard Parcel Identifier (SPI):	**1406\PS902221**
Local Government Area (Council):	**CASEY** www.casey.vic.gov.au
Council Property Number:	**183842**
Planning Scheme:	**Casey** Planning Scheme - Casey
Directory Reference:	**Melway 135 H10**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**South East Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**AUSNET**

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**BASS**

OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

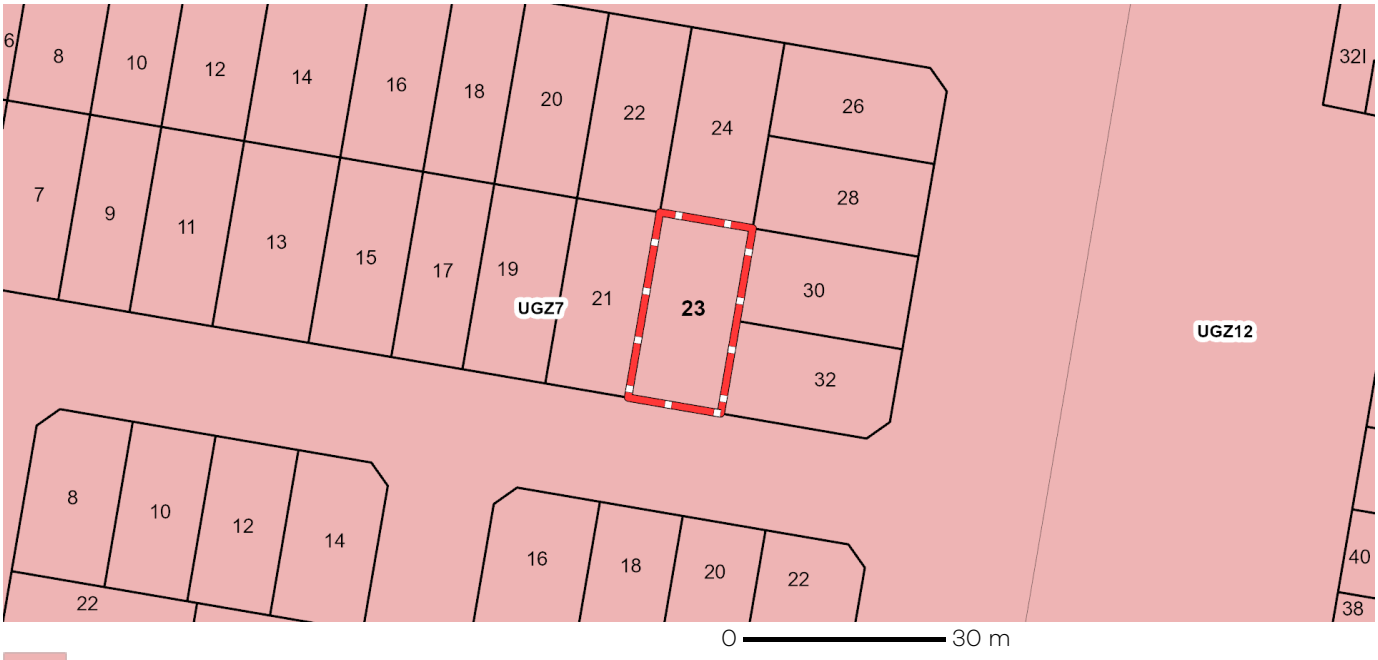
View location in VicPlan

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 7 (UGZ7)



UGZ - Urban Growth

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

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

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15 (DCPO15)



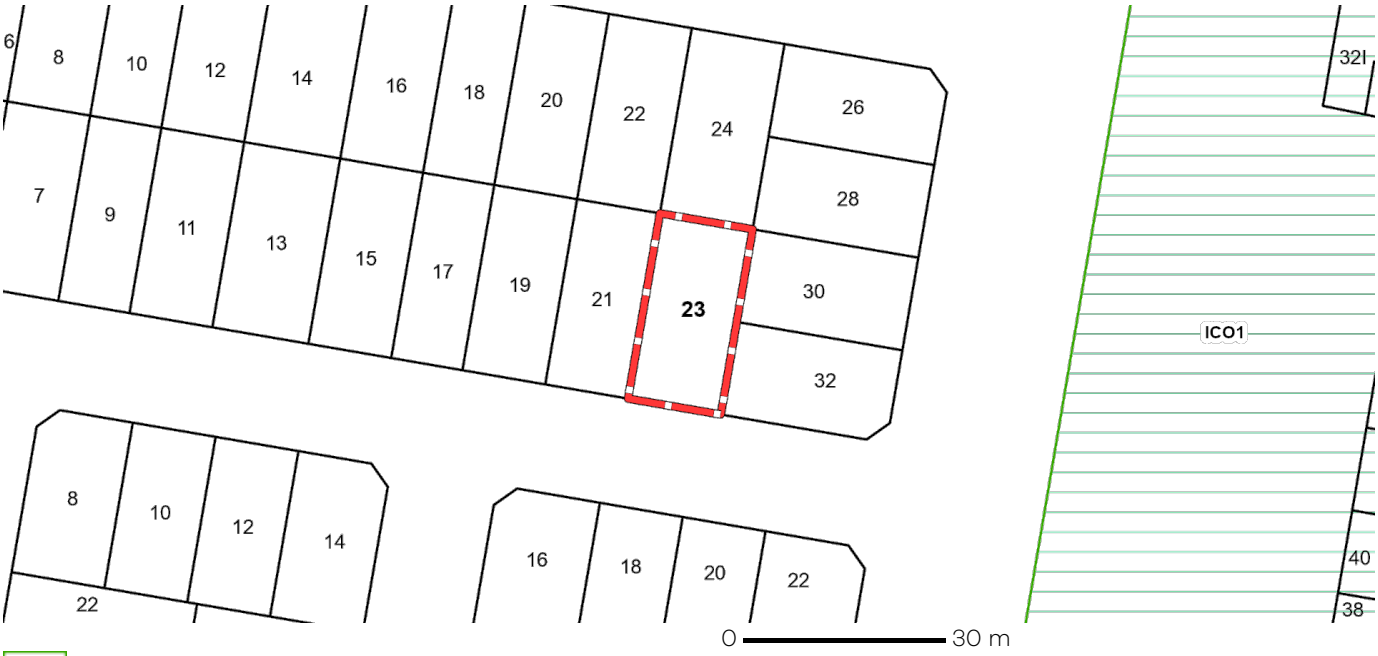
DCPO - Development Contributions Plan Overlay

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

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)



ICO - Infrastructure Contributions Overlay

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

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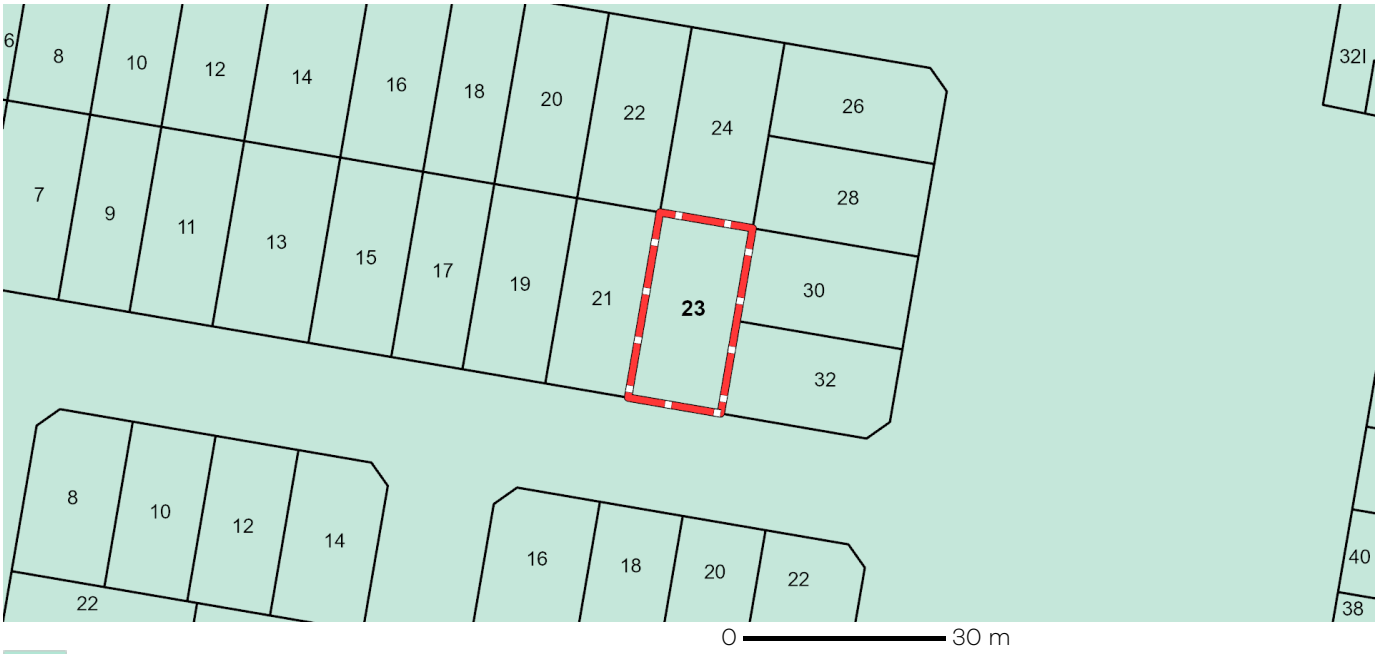
PLANNING PROPERTY REPORT

Department of Transport and Planning

Growth Area Infrastructure Contribution

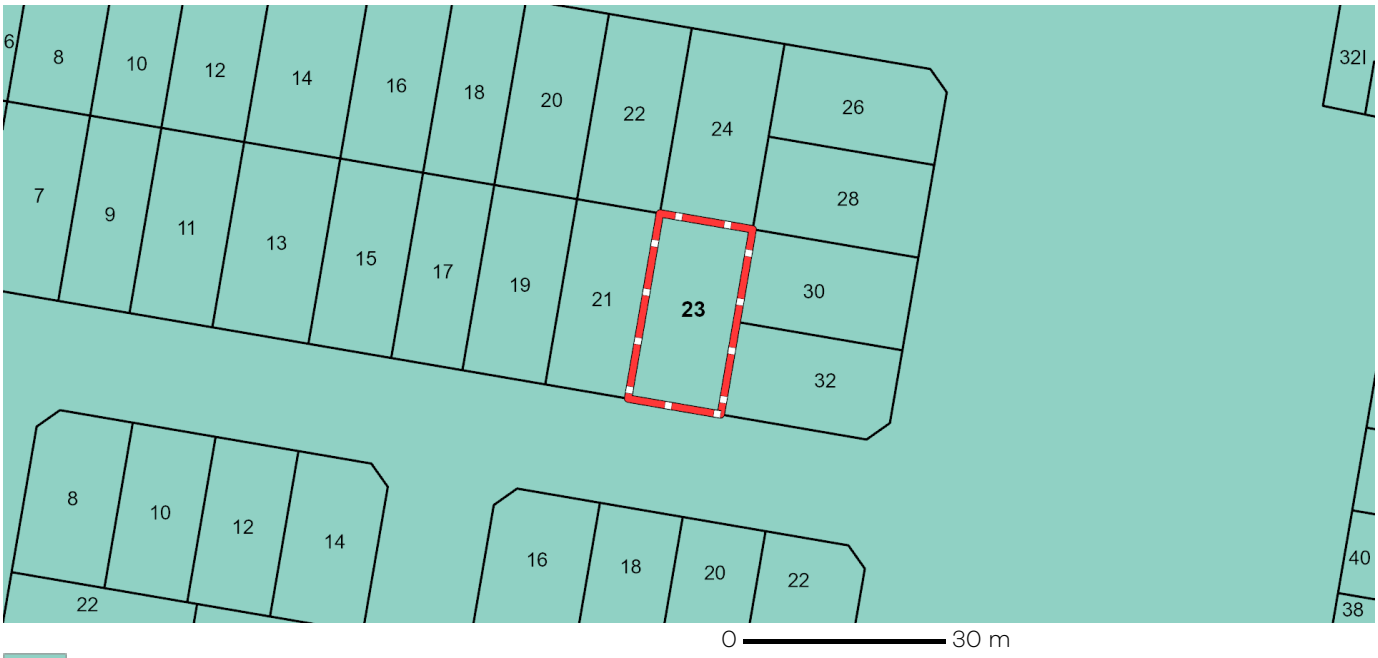
This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Land added to the UGB since 2005

Melbourne Strategic Assessment

This property 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/



Melbourne Strategic Assessment Area

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 6 November 2025.

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

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

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

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

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

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PLANNING PROPERTY REPORT

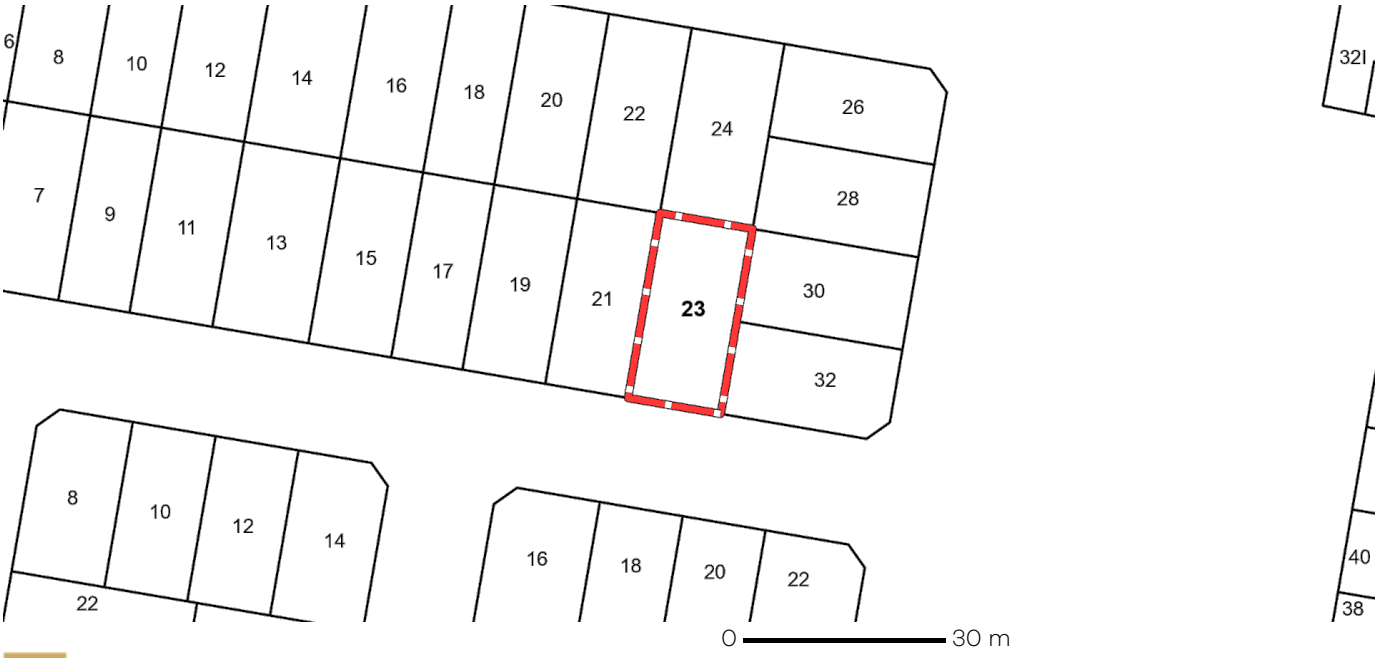
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Energy, Environment and Climate Action

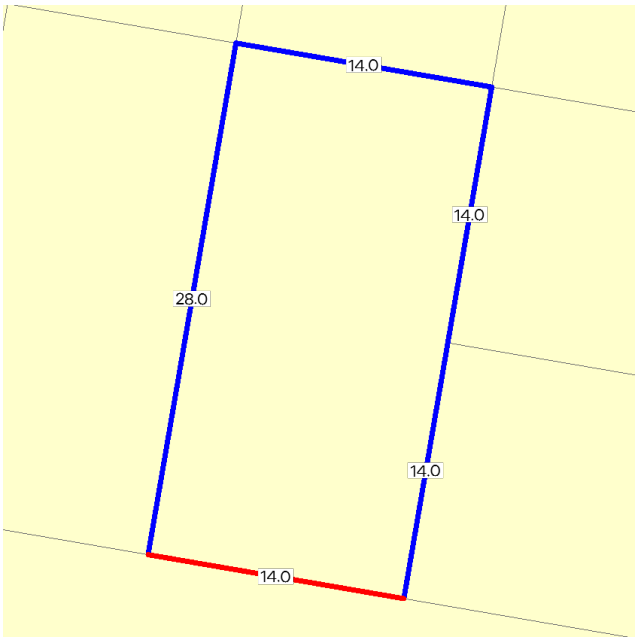
Created at 12 November 2025 07:20 PM

PROPERTY DETAILS

Address:	**23 ARIA STREET CLYDE 3978**
Lot and Plan Number:	**Lot 1406 PS902221**
Standard Parcel Identifier (SPI):	**1406\PS902221**
Local Government Area (Council):	**CASEY** www.casey.vic.gov.au
Council Property Number:	**183842**
Directory Reference:	**Melway 135 H10**

SITE DIMENSIONS

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



Area: 392 sq. m
Perimeter: 84 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**South East Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**AUSNET**

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**BASS**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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ARKI BUILDING SURVEYORS
BUILDING PERMITS + INSPECTIONS

BUILDING PERMIT 3786342781014

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

ISSUED TO

Mimosa Homes Pty Ltd, 1/113-123 Elgar Road Derrimut VIC 3030 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Mimosa Homes Pty Ltd, 1/113-123 Elgar Road Derrimut VIC 3030 Australia
Phone: 8361 1900

OWNERSHIP DETAILS

Rishi Pal , 62 Jacana Street Noble Park VIC 3174 Australia

PROPERTY DETAILS

Lot No 1406, 23 Aria Street Clyde VIC 3978

Municipal District: City of **Casey**

Allotment Area (m2): 392 **New floor Area (m2):** 234

Lot No: 1406 **SPI No:** 1406\PS902221 **Section No:** N/A

Folio: 202 **Volume:** 12570 **LP/PS:** PS902221F

RELEVANT TOWN PLANNING PERMIT (if applicable)

Planning Permit No: N/A **Planning Permit Date:** N/A

BUILDER

Mimosa Homes Pty Ltd, 1/113-123 Elgar Road Derrimut VIC 3026 Australia

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

NATURAL PERSON FOR SERVICE OF DIRECTIONS, NOTICES & ORDERS

Name: Cenk Kaide **Telephone:** 03 8361 1900

Address: 1/113-123 Elgar Road Derrimut **Postcode:** 3026

BUILDING PRACTITIONERS TO BE ENGAGED IN THE BUILDING WORKS

Name	Registration Number	Category/Class
Mimosa Homes Pty Ltd	CDB-U 51064	Builder

BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS

Name	Registration Number	Category/Class
Mimosa Homes Pty Ltd	CDB-U 51064	Builder
Dobrica Milicevic	PE0001070	Engineer

INSURANCE PROVIDER FOR BUILDING WORKS	POLICY NUMBER	DATE OF ISSUE
Victorian Managed Insurance Authority	C929153	20/11/2024

NATURE OF BUILDING WORKS	COST OF BUILDING WORK
Proposed Single Storey Dwelling & Garage	$306,805.00
Version of NCC application to the Building Permit	2022

BUILDING DETAILS (Description: Residential)

BCA Class	Building Part	Allowable Live Load
1a(a)	All parts as per approved plans	1.5kPa

BCA Class	Building Part	Allowable Live Load
10a	All parts as per approved plans	1.5kPa

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MANDATORY INSPECTIONS

Prior to placing a footing

Prior to pouring in-situ reinforced concrete

Completion of framework

Final, upon completion of all building work

OCCUPATION OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

REPORTING AUTHORITY

Reporting Authority Name	Regulation	Matter Reported
City of Casey	133(2)	Point of Discharge of Stormwater

COMMENCEMENT AND COMPLETION

This building work must commence by 19/02/2026

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 19/02/2027

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

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

PROTECTION WORK

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

RELEVANT BUILDING SURVEYOR

Name: **Duro Vranjes**

Address: **Office 15.01, Level 15, 401 Docklands Drive, Docklands VIC 3008**

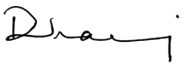
Email**: permits@arkibs.com.au**

Building practitioner registration no.: **BS-U 20045**

Permit no.: **3786342781014**

Date of issue of permit: **19 February 2025**

Signature:



Notes

1. Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under Regulation 42 an owner of a building of land, for which a building permit has been issued. must notify the relevant building surveyor within 14 days after any change In the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include building practitioners with no further Involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work Is more than $16,000) must be

covered by an Insurance policy as required under section 135 of The Building Act 1993.

6. Restrictions on the sale of the property apply under Section 137B of The Building Act 1993 for an owner-builder.
7. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further Involvement for building works the domestic over $5,000 and warranty Insurance for building works over $16,000

Annexures 'A'
Conditions of Approval
Building Permit No. 3786342781014
Issued 19 February 2025

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. The dwelling must achieve a minimum 7 Star Energy Rating & the relevant appliances (heating/cooling/hot water/on-site renewable energy - as applicable) must meet the requirements listed on the Energy Rating Report (Whole of Home Rating)
2. Builder is to ensure that the proposed construction adjacent to existing structures on adjoining allotments is carried out strictly in accordance with the project Engineer's Drawings & Specifications.
3. The person in charge of carrying out building works in relation to this Building Permit must ensure that no building works encroach the allotment boundaries.
4. This Building Permit pertains to a building classified as a Class 1a and Class 10a. The owner(s) are responsible for ensuring that the building is not used for any purpose not appropriate to these classifications. If it is proposed to change the use of the building, the owner(s) must first obtain an amended building permit to change the classification of the building.
5. It is the responsibility of the owner to comply with any covenant which may exist on the property title.
6. Builder is to ensure the design & construction of gutters & downpipes is to be strictly in accordance with AS3500.3.
7. This building permit shall be read in conjunction with the endorsed drawings.
8. The layout of the site and the size of any proposed buildings and works shown on the endorsed plans shall not be altered or modified without the written consent of the relevant building surveyor (RBS).
9. The granting of this permit does not obviate the necessity for compliance with the requirements of any other authority under any act, regulation or local law.
10. Pursuant to Section 33 of the Building Act, the person in charge of carrying out building works relating to this Building Permit must notify the Relevant Building Surveyor without delay after completion of mandatory stage[s] of building works. No further works are to be carried out until such a time that the Relevant Building Surveyor provides written confirmation the mandatory stage of building works have been satisfactorily completed.
11. The person in charge of the building work to display a site sign on all building sites, showing the registration numbers and contact details of the builder and building surveyor, and the building permit number and issue date.
12. Construction is to be in accordance with AS3660.1 (Termite Standard)
13. Timber Framing must be in accordance with AS 1684.
14. Prior to the commencement of works, it is recommended that the owner & builder check with the structural engineer on whether a tree root barrier system is deemed necessary. Tree root barriers can help protect the building's foundations from any adverse effects posed by existing trees in close proximity and/or trees required as part of future landscaping requirements.
15. Prior to the erection of trusses (roof & floor) and/or pre-fabricated frames, the manufacturer's certification, computations and layouts, including wall bracing layouts must be submitted to this office for approval.

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BUILDING PERMIT
Building Act 1993 Building Regulations 2018
PERMIT NUMBER: 378634278004 DATE ISSUED: 19/03/2025
ARKI BUILDING SURVEYORS PTY LTD

HIA INSURANCE SERVICES PTY LTD
Level 4, Botanicca Building 8 584 Swan Street
Burnley VIC 3121
hiainsurance.com.au
1800 633 467

Domestic Building Insurance

Certificate of Insurance

Rishi Pal

62 Jacana St
NOBLE PARK
VIC 3174

Policy Number:
C929153

Policy Inception Date:
20/11/2024

Builder Account Number:
007283

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

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**23 Aria St CLYDE VIC 3978 Australia**
Carried out by the builder:	**MIMOSA HOMES PTY LTD**
Builder ACN:	**123989408**

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

For the building owner(s):	**Rishi Pal**
Pursuant to a domestic building contract dated:	**22/11/2024**
For the contract price of:	**$ 306,805.00**
Type of Cover:	**Cover is only provided if MIMOSA HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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

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

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

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

Issued by Victorian Managed Insurance Authority

Date Generated:03/12/2024
OFFICE USE ONLY: COI-0717-1

HIA INSURANCE SERVICES PTY LTD
Level 4, Botanicca Building 8 584 Swan Street
Burnley VIC 3121
hiainsurance.com.au
1800 633 467

Period of Cover

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

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

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

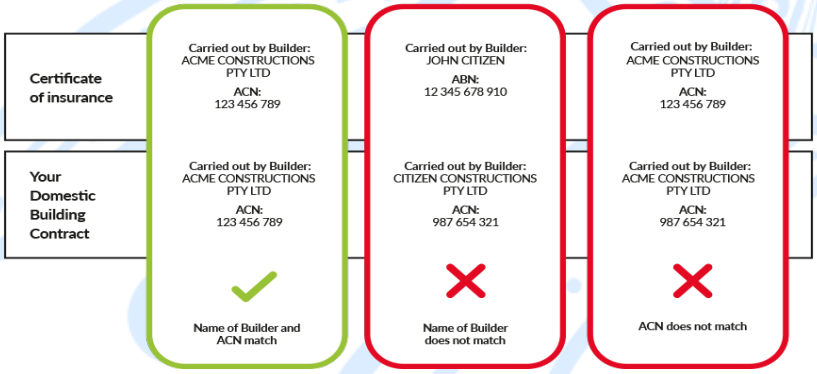
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$2,556.00**
GST:	**$255.60**
Stamp Duty:	**$253.04**
Total:	**$3,064.64**

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

Below are some examples of what to look for



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

Issued by Victorian Managed Insurance Authority

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OCCUPANCY PERMIT

Building Act 1993 Building Regulations 2018 Regulation 192 Form 16

ISSUED TO

Mimosa Homes Pty Ltd, 1/113-123 Elgar Road Derrimut VIC 3030 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Mimosa Homes Pty Ltd, 1/113-123 Elgar Road Derrimut VIC 3030 Australia
Phone: 8361 1900

OWNERSHIP DETAILS

Rishi Pal , 62 Jacana Street Noble Park VIC 3174 Australia

PROPERTY DETAILS

Lot 1406, 23 Aria Street Clyde VIC 3978
Municipal District: City of Casey
Allotment Area (m2): 392 **New floor Area (m2):** 234
Lot No: 1406 **SPI No:** 1406\PS902221 **Section No:** N/A
Folio: 202 **Volume:** 12570 **LP/PS:** PS902221F

NATURE OF BUILDING WORKS

Proposed Single Storey Dwelling & Garage

BUILDING PERMIT DETAILS

Building Permit number: BS-U 20045/3786342781014
Version of NCC applicable to the Building Permit: 2022

BUILDING DETAILS (Description: Residential)

BCA Class	Building Part	Allowable Live Load
1a(a)	All parts as per approved plans	1.5kPa

BCA Class	Building Part	Allowable Live Load
10a	All parts as per approved plans	1.5kPa

SUITABILITY OF OCCUPATION

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

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

1. It is the owner's responsibility to ensure that the dwelling's energy efficiency fixtures (such as external door weather-strips, door jamb seals, energy efficient lighting and all mechanical exhaust vents to be ducted to outside air) are maintained in accordance with the endorsed drawings.
2. This Occupancy Permit pertains to a building classified as a Class 1a and Class 10a. The owner(s) are responsible for ensuring that the building is not used for any purpose not appropriate to these classifications. If it is proposed to change the use of the building, the owner(s) must first obtain a building permit to change the classification of the building.
3. It is the owner's responsibility to maintain the property in accordance with the Guide to Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
4. A notice in accordance with AS 3660.1 - 2014 shall be permanently fixed at the entrance to the sub-floor in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS 3660.1-2014.
5. Only working smoke alarms save lives. It is the home owner's responsibility to ensure that smoke alarms are maintained in accordance with AS 3786.

PERMIT NUMBER	PERMIT DATE
3786342781014	19/08/2025

MANDATORY INSPECTION RECORDS

Inspection Type	Approved Date
Prior to placing a footing [PreSlab]	11/04/2025
Prior to pouring in-situ reinforced concrete	15/04/2025
Completion of re-framework	20/05/2025
Re-Final, upon completion of all building work	19/08/2025

REPORTING AUTHORITY

Reporting Authority Name	Regulation	Matter Reported
City of Casey	133(2)	Point of Discharge of Stormwater

RELEVANT BUILDING SURVEYOR

Name: **Duro Vranjes**

Address: **Office 15.01, Level 15, 401 Docklands Drive, Docklands VIC 3008**

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

Building practitioner registration no.: **BS-U 20045**

Occupancy Permit no.: **3786342781014**

Date of issue: 19/08/2025

Signature:



RATE & VALUATION NOTICE

1 JULY 2025 - 30 JUNE 2026

City of Casey
Bunjil Place, 2 Patrick Northeast Drive, Narre Warren
Tel: 03 9705 5200
NRS: 133 677 (for the deaf, hearing or speech impaired)
ABN: 43 320 295 742

City of Casey

027-3174 (6446)

R Pal
62 Jacana St
NOBLE PARK VIC 3174

PROPERTY: 23 Aria Street CLYDE VIC 3978
Lot 1406 PS 902221F

ISSUE DATE:	05/08/2025
PROPERTY ID:	183842
ACCOUNT REF NO.:	01838428
OVERDUE:	**$11.76**

ⓘ All arrears outstanding, not subject to a formal payment plan, must be paid immediately to avoid further interest charges (currently set at 10% PA).

PRESCRIBED DATE OF VALUATION:	**OPERATIVE DATE:**
(Valuation as at) 1 JAN 2025	(Effective from) 1 JULY 2025

CAPITAL IMPROVED VALUE:	**SITE VALUE:**	**NET ANNUAL VALUE:**
(Total Property Value) **$400,000**	(Land Value) **$400,000**	**$20,000**

RATES & CHARGES:	**CALCULATION:**	**AMOUNT:**
Arrears		**$11.76**
City of Casey Council Charges		
General Rate	@$0.0021931497 x CIV	$877.26
State Government Charges - Emergency Services & Volunteers Fund (ESVF)		
ESVF Residential Fixed	136.00	$136.00
ESVF Residential Variable	(.000173 x CIV)	$69.20
TOTAL BALANCE OUTSTANDING		**$1,094.22**

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:
100 - Vacant Residential Dwelling Site/Surveyed Lot

Current rates and Emergency Services and Volunteers Fund charges must be paid by 16 February 2026 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and possible further debt recovery action to recover the debt which may include additional costs.

For more information on concessions and eligibility, please visit our website **casey.vic.gov.au/concessions-your-rates** or contact Customer Service.

To update your contact details, please notify us at **casey.vic.gov.au/update-your-contact-details**

THREE PAYMENT OPTIONS:

OPTION 1:
PAY OVER 4 INSTALMENTS
To pay by instalments, you **MUST** pay the first instalment by the due date.

Instalment 1: **30 September 2025** **$282.42**
Instalment 2: **1 December 2025** **$270.60**
Instalment 3: **2 March 2026** **$270.60**
Instalment 4: **1 June 2026** **$270.60**

OPTION 2:
PAY IN FULL $1,094.22
Due by **16 February 2026**

OPTION 3:
FLEXIBLE PAYMENT
For more information visit **casey.vic.gov.au/pay-rates** or scan the QR code below

Existing Direct Debit arrangements will continue from **29 September 2025**.
A payment schedule will be sent separately. Turn over for further information.

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS

BPAY **Biller Code: 8995**
Ref: 01838428

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No.: 01838428

INSTALMENT AMOUNT:	
DUE BY 30/09/2025	**$282.42**
TOTAL AMOUNT: DUE BY 16/02/2026	**$1,094.22**

DATE: / /

$

RATEPAYER: R Pal
PROPERTY: 23 Aria Street CLYDE VIC 3978
PROPERTY ID: 183842

*71 179 1838428 37

TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻译 مترجم شفاهي ਦੁਭਾਸ਼ੀਆ සහන පරිවර්තක

CASEY.VIC.GOV.AU

South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

RISHI PAL
62 JACANA ST
NOBLE PARK VIC 3174

Account number: 40592514
Date due: 29 September 2025

Last bill		Payments received		Balance	Current charges	Total due
$99.75	−	$0.00	=	$99.75	+ $59.80	$159.55

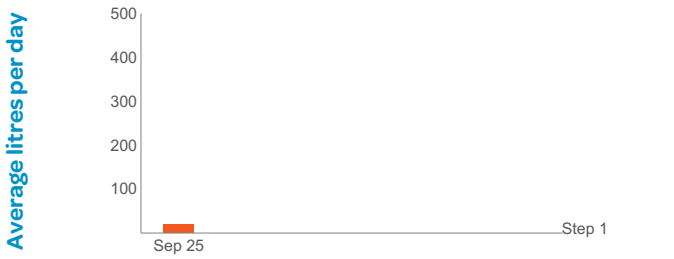
Your account breakdown

Issue date	10 September 2025
Property	Lot 1406 Aria Street CLYDE VIC 3978
Property reference	53A//16769/00015
Last bill	$99.75
Payment received	$0.00
Balance brought forward	$99.75
Our charges (no GST)	$6.11
Other authorities' charges (no GST)	$53.70
Total due	**$159.55**

Your snapshot

Average daily water use	19 litres
Average daily cost	07c

Your water use



Previous bills

Number of people in a household					
Average daily use (litres) per person	19	10	6	5	4
Meeting Target 150?	✓	✓	✓	✓	✓

Recycled water not included in calculation

Payment options

DD **Direct debit**
Set up payments at **southeastwater.com.au/paymybill**

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1004 0592 5100 006

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft **EFT (Electronic Funds Transfer)**
BSB: **033-874** Account number: **40592514**
Account name: **South East Water Corporation**

Post Billpay
BillpayCode: 0361 Ref: **1004 0592 5100 006**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to **servicesaustralia.gov.au/centrepay**
for more information.
Reference number: **555 050 397J**

Property ref: 53A//16769/00015
LOT 1406 ARIA STREET
CLYDE VIC 3978

*361 100405925100006

PN53A

Total due: $159.55
Account number: 40592514
Date paid:
Receipt number:

+000000405925 14> +009124+ <0000000000> <0000015955> +444+

Our charges

Meter reading details Date read: 08/09/2025

Meter Number (Recycled meter)	current read	previous read	consumption (kl)	Estimate or Actual read
SAHA038871	1	0	1	A
RAHA021469	1	0	1	A

One kilolitre (kl) equals 1,000 litres.
Approximate date for next meter reading is **08 December 2025.**

Water usage (water and sewage)

For period 18/07/25 to 08/09/25 (52 days)

Step 1 1 kl @ $3.7685 per kl = $3.77

Recycled water

1 kl @ $2.343 per kl = $2.34

Total usage charges **$6.11**

Steps are calculated on a daily average up to 440 litres

Our charges **$6.11**

Other authorities' charges

Parks	$22.45
Waterways and Drainage charge 01/07/25 to 30/09/25	$31.25
Total other authorities	**$53.70**

Total current charges **$59.80**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see **southeastwater.com.au/charges2025**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/07/25 to 30/09/25**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **www.parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/07/25 to 30/09/25**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at **my.southeastwater.com.au**. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Important note:

Prices have changed as of 1 July 2025. See what your bill pays for at southeastwater.com.au/2526prices

Delivering for you

142 billion litres of drinking water delivered,
148 billion litres of sewage removed.

See what else your bill pays for at
southeastwater.com.au/resprices26



South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

South East Water

Your prices and services in 2025–26



Delivering for you in 2025–26

We work around the clock to deliver you a reliable service. Whether you see us in your street, reach out for support, or rely on us every day – we're always there.

In 2025–26, the price we pay to deliver that service will increase. This means there'll be changes to the price you pay for water and sewerage services. This is due to:

- a flow on effect from CPI increases. CPI is a measure of inflation based on the change in prices of goods and services
- some higher costs passed onto us for sewage treatment
- costs associated with producing 50 billion litres of desalinated water to support our growing population and drying conditions.

Increases to your bill

The average quarterly bill will rise by **$7.51** for owner-occupiers, **$5.76** for tenants, and **$9.50** for small businesses. Trade waste charges will increase in line with inflation.

Other authorities' charges

The parks charge will increase by **66 cents** per quarter for residential owner-occupiers and business customers. The waterways and drainage charge will rise by **73 cents** per quarter for residential customers and a minimum of **$1.10** per quarter for businesses.

*average bill based on annual water use of 150,000 litres (or 150 kilolitres).



Where does my money go?

Each year your bill goes towards:

32%

Water supply services

We buy drinking water from Melbourne Water and maintain its quality to deliver you safe and reliable drinking water on tap.

26%

Upgrades

We upgrade existing and build new water and sewer pipes, pumps and treatment plants to serve you and our growing population.

20%

Sewer services

We safely remove, treat and dispose of the wastewater from your homes and businesses.

22%

Operating costs

We deliver recycled water across our service region, customer support and 24-hour response to repair water and sewer faults.

In your community

A lot of what we do is behind the scenes. We deliver for today while planning and innovating so our growing population can continue to rely on our services into the future.

We're in the community 24/7. This is a snippet of what we typically deliver in a year:

27,744
kms of water, recycled water and sewer pipes managed#

142
billion litres of drinking water supplied#

148
billion litres of sewage managed#

352,600
queries answered for our customers through our contact centre

22,111
litres of free drinking water used from our hydration stations at 48 community events

724
million litres of water leaks saved for customers through digital meters

9.7
kms of water pipes upgraded

211,500
payment support options taken up by our customers

#Delivered in 2023-24.

Find out more at
southeastwater.com.au/projects

Help to pay your bill

We know even a small price increase can have an effect. If you need help to pay your water bill, let us know.

For your residential account:

Sign in or register at **my.southeastwater.com.au**. If you haven't registered yet you'll need your account number handy.

Call **13 18 51**

More information at **southeastwater.com.au/support**

For your business account:

Call **13 18 51**

Are you missing urgent alerts?

Every day we're maintaining and upgrading our network to keep your water and sewage flowing. So, there might be times when it's important for us to contact you quickly about supply interruptions.

To update your contact details sign in at **my.southeastwater.com.au** If you're not already registered, you'll need your account number handy.

How to get in touch

Report a leak or check water interruptions
mysupport.southeastwater.com.au/LIVE

Faults and emergencies 13 28 12 (24hrs)

Account enquiries 13 18 51 (8am – 6pm, Mon – Fri)

TTY users 13 36 77 (ask for 13 18 51)

Follow us on social for updates

southeastwater.com.au

**Healthy Water.
For Life.**

Need an interpreter?

إذا كنت تحتاج لمترجم، اتصل بالرقم 03 9209 0130

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130