

#### FORM 1

# **Estate Agents Act 1980**

Regulation 5(a)

# CONTRACT OF SALE OF REAL ESTATE— PARTICULARS OF SALE

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

Property Address: 2 Mordaunt Drive, Hillside VIC 3037

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

The terms of this contract are contained in the-

- · Particulars of sale; and
- · Special conditions, if any; and
- General conditions—

in that order of priority.

#### **IMPORTANT NOTICE TO PURCHASERS**

#### Cooling-off period

Section 31 Sale of Land Act 1962

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

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

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0⋅2 % of the purchase price (whichever is more) if you end the contract in this way.

### **EXCEPTIONS**

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

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

# NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

# Off-the-plan sales

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

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

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

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

#### SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing—

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER	on	/	/2019
Print name of person signing			
State nature of authority if applicable (e.g. "director", "attorney under power of attorney")			
SIGNED BY THE PURCHASER	on	/	/2019
Print name of person signing			
State nature of authority if applicable (e.g. "director", "attorney under power of attorney")			
This offer will lapse unless accepted within [ ] clear business days (3 clear business	days if	none	specified).
SIGNED BY THE VENDOR	on	/	/2019
Print name of person signing <u>Sanil Joseph</u>			
State nature of authority if applicable (e.g. "director", "attorney under power of attorney")			
SIGNED BY THE VENDOR	on	/	/2019
Print name of person signing Geetha Mathew			
State nature of authority if applicable (e.g. "director", "attorney under power of attorney")			

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

# PARTICULARS OF SALE

Vendor's estate agent

PO BOX 164, Taylors Lakes VIC 303	88		
Telephone: 03 9390 9400	Fax: 03 9390 9137	Email: taylorsla	akes@professionals.com.au
<b>Vendor</b> Sanil Joseph and Geetha Mathew			
Vendor's legal practitioner or conv Edge Point Conveyancing Po Box 2121 Taylors Lakes VIC 3038	•		
Telephone: 0421 079 370	Fax: 03 8692 2775	Email: rachael@edge	pointconveyancing.com.au
<b>Purchaser</b> of			
Purchaser's legal practitioner or co	onveyancer		
Telephone:	Fax:	Email:	
Land (general conditions 3 and 9) The land is as described in the table	below		
Certificate of Title reference	being lot	on plan	
10446/819	1	PS426776K	
The land includes all improvements a	and fixtures.		
<b>Property address</b> The address of the land is: 2 Mordau	nt Drive, Hillside VIC 303	37	
<b>Goods sold with the land (general</b> All fixed floor coverings, light fittings,	` ' '	all fixtures and fittings	of a permanent nature.
Payment (general condition 11)			
Price			
Deposit	Ву	Of which \$	has been paid
Balance	payable at	settlement	
GST (general condition 13)		ŗ	
The price includes GST (if any) unles	s the words 'plus GST' a	appear in this box	
If this is a sale of a 'farming business' farming business' or 'going concer	• •	add the words	
If the margin scheme will be used to 'margin scheme' in this box	calculate GST then add t	he words	

#### **GST - RESIDENTIAL WITHHOLDING PAYMENT**

If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 2A applies.

Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (see template attached).

Settlement (general condition 1	0
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is due on

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box	
in which case refer to general condition 1.1. If 'subject to lease' then particulars of	the lease are:
Terms contract (general condition 23)	
If this contract is intended to be a terms contract within the meaning of the	
Sale of Land Act 1962 then add the words 'terms contract' in this box	

# Loan (general condition 14)

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

Lender:

Loan amount: \$
Approval date:

# **Special conditions**

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

**SPECIAL CONDITIONS** 

If the contract is subject to 'special conditions' then particulars of the special conditions are:

and refer to general condition 23 and add any further provisions by way of special conditions.

#### CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

#### **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 warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 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.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.5 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**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.8.

# 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. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

#### 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

#### 8. Release of Security Interest

- 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must
  - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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
    - 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.
- 8.6 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 8.5 if
  - 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

#### 9. 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.

#### 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 10.00 a.m. and 4.00 p.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) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronically transferring the payment in the form of cleared funds.

# 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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 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 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable 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 S27 of the Sale of Land Act 1962 ("the Act") 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.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

#### 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 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 a going concern and the supply 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:
  - 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) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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.
- 17.2 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 authorized for service on or by a legal practitioner.
- (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:
  - 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.

# **NOTICE TO PURCHASER**

**Property: 2 Mordaunt Drive Hillside Vic 3037** 

**Vendor:** Sanil Joseph and Geetha Mathew

1. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

# SPECIAL CONDITIONS

EC

#### 1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and this special condition 1 applies, if the box is marked "EC"

- (a) This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- (c) Each party must:
  - be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (ii) 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
  - (iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (d) The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- (e) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- (f) Settlement occurs when the workspace records that:
  - the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (ii) 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.
- (g) The parties must do everything reasonably necessary to effect settlement:
  - (i) electronically on the next business day, or
  - (ii) 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 1(f)1(f) has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- (h) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- (i) The vendor must before settlement:
  - (i) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (ii) 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;
  - (iii) 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
  - (iv) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

# 2. Foreign Resident Capital Gains Withholding

- 2.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 2.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the 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.
- 2.3 This special 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 is or will have a market value of \$750,00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 2.4 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.
- 2.5 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 in this special condition; and
  - (b) ensure that the representative does so.
- 2.6 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 special condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance with, this special condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 2.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
  - 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.
- 2.8 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.
- 2.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 2.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 2A - GST withholding

- 2A.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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- This special condition 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 special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 2.3 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.
- 2.4 The purchaser must:
  - 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 special condition; and
  - (b) ensure that the representative does so.
- 2.5 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 special 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 special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 2.6 The representative is taken to have complied with the requirements of special condition 2.5 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.
  - 2.7 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 special condition 2.6. However, if the purchaser gives the bank cheque in accordance with this special condition 2.7, 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.
- 2.8 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.
- 2.9 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.

- 2.10 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.
- 2.11 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 special condition 8.10; 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.

2.12 This special condition will not merge on settlement

# 3. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract: and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

# 4. Foreign Investment Review Board (FIRB) Approval

If the named purchaser or the nominated purchaser is a foreign person within the meaning of the *Foreign Acquisitions* and *Takeovers Act* 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval from the Foreign Investment Review Board of the Commonwealth of Australia (FIRB Approval) and shall be deemed to be in default under this Contract unless a copy of the FIRB Approval letter is provided for the named purchaser and/or the nominated purchaser on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the Nomination Form (whichever is the earlier date). The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract. The Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

# 5. Transfer

General Condition 6 is replaced with the following:

The Transfer of Land is required to be prepared by the Purchasers representative and delivered to the Vendor representative, no less than ten (10) days prior to settlement date. If the purchaser fails to deliver the Transfer of Land to the Vendor, the Vendor will not be obligated to complete this contract until the expiration of the ten (10) days from the date of delivery. The Purchaser shall be deemed to have made a default in the payment, without further notice from the vendor, and shall be liable for Penalty Interest for the days which settlement is delayed.

#### 6. Payment

General Condition 11.6 is replaced with the following:

The purchaser must pay bank fees on up to six bank cheques at settlement, the vendor must pay the bank cheque fee/s on any additional bank cheques requested by the vendor.

#### 7. Finance

General Condition 14.2 c) in addition with the following:

The purchaser must provide the vendors representative with written notice as to whether the purchaser/s application for finance has or has not been approved by close of business as specified within the Contract of Sale.

Where a purchaser/s application for finance has not been approved, the purchaser may end the contract by notice in writing and must provide a letter from an Authorised Banking Institution stating the decline has been issued.

**Business Day** means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria. Duration of a business day is deemed as 9:00AM – 5:00PM.

#### 8. Adjustments

General Condition 15.3 is replaced with the following:

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. In addition, the statement of adjustments must be provided to the vendor's representative at least two business days before settlement.

The purchaser hereby agrees that a fee of \$120.00 including GST will be collected at settlement to reimburse the Vendor representative for costs incurred due to the delay.

#### 9. Service

General Condition 17.1 and 17.2 are amended so that they are subject to the following which is to be inserted as General Condition 17.3

17.3 The purchaser, or its solicitor, conveyancer or agent, must not serve any document, notice or demand on the vendor. Service is to be made on the vendor's conveyancer or agent via email.

#### 10. Guarantee

General Condition 20 is replaced with the following:

If a company purchases the property:

- Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract
- b. The Directors of the company must sign the guarantee attached to this contract and deliver to the vendors representative within 7 days of signing.

# 11. Notice

General Condition 21 is replaced with the following:

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is 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 the responsibility where action is required before settlement, at the vendors discretion.

# 12. Breach

General Condition 25 is amended by adding the following new paragraph at the end of the condition. 'The purchaser acknowledges that the following items constitute a reasonable foreseeable loss':

- a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement.
- b) The vendor's legal costs and additional conveyancing expenses incurred due to the breach; including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$660.00 including GST to the vendor's representative.

#### 13. Default Interest & Costs Payable

- a) General Condition 26 is amended by inserting 6% instead of 2%.
  - The said interest shall be calculated from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing.
- b) The purchaser hereby agrees that reasonable costs of each default is the sum of \$550.00 including GST, payable to the vendor's representative.
- c) Should settlement be rescheduled after all parties have accepted a scheduled booking on the same day, the purchaser further acknowledges to pay \$165.00 inducing GST for each rescheduled settlement at settlement should the fault be of their own, bank or representative payable to the vendors representative.

#### 14. Identity

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the Title particulars in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in the area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

#### 15. Planning and Restrictions

The purchaser buys subject to any restriction imposed as to the use under any order, plan, Town Planning Acts or Schemes, permit, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. Any such restriction shall not affect the validity of this contract nor shall they constitute a defect. No such restriction shall constitute a defect in the Vendor's title and the purchaser shall not be entitled to any compensation from the Vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

#### 16. Entire Agreement and No Representations

This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendors Statement which may have been made for or on behalf of the Vendor is hereby withdrawn and shall not be relied upon by the Purchaser.

The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

### 17. Building and Goods

17.1 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 bylaw otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection 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 goods within the said buildings or structures.

17.2 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 claim any compensation whatsoever 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 inspections including any requirement to fence any pool or spa or install smoke detectors.

17.3 The Purchaser acknowledges that he has inspected the chattels, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies. The Purchaser shall not require the chattels to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

# 18. Nomination

General Condition 18 is replaced with the following:

If the named Purchaser chooses to nominate a substitute or additional purchaser 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 to such nominations that:

- (a) The Purchasers representative shall not submit any nomination documents to the Vendors representative where the nominated Purchaser is still required to seek approval from the Foreign Investment Review Board (FIRB);
- (b) The named Purchaser shall have the substituted purchaser sign an approved Nomination Form and provide the executed form to the Vendor's representative;
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the nominated Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body;
- (d) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to (among other tasks) check the validity of the nomination, update their system records, re- prepare the State Revenue Office's stamp duty declaration and re prepare the notices of disposition. The Nominee therefore agrees to reimburse the Vendor \$120.00 for costs incurred by their Conveyancer in relation to the nomination at settlement.

#### 19. Non-payment of the whole or part of the deposit

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

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due

#### **GUARANTEE AND INDEMNITY**

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

- 1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
  - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
  - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
- 2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
- 3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
- 4. A reference to a party includes that party's successors, transferees and assigns.
- 5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
- 6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

# **GUARANTEE AND INDEMNITY SCHEDULE**

Vendor:	SANIL JO	SEPH AND GEETHA MA	ATHEW
Purchaser:			
The Contract:	Dated: Property:	ving Contract of Sale betw 2 MORDAUNT DRIVE, H e of Title: Volume 10446 F	
Guarantor:	Name:		
	Address:		
	Name:		
	Address:		
DATED:	this	day of	2019
SIGNED SEALED	AND DEL	IVERED by the said	)
Print Name			) ) Signature of Guarantor )
In the presence of	:		)
Signature of Witne	ess		)
SIGNED SEALED	AND DEL	IVERED by the said	)
Print Name			) ) Signature of Guarantor
In the presence of	:		)
Signature of Witne	ess		)

# 2 MORDAUNT DRIVE, HILLSIDE VIC 3037

(Property)

# VENDOR STATEMENT

Vendor: Sanil Joseph and Geetha Mathew



# **EDGE POINT CONVEYANCING**

Po Box 2121 Taylors Lakes VIC 3038

Tel: 0421 079 370 Fax: 03 8692 2775

Email: rachael@edgepointconveyancing.com.au

Ref: RF:413

# **Vendors Statement to the Purchaser of Real Estate**

Vendor Sanil Joseph and Geetha Mathew

Property: 2 Mordaunt Drive, Hillside VIC 3037

# 1. FINANCIAL MATTERS

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

☑ Their total does not exceed: \$3,500

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 items 1.1(a), (b) or (c) above; other than:-

 $\boxtimes$  Nil, so far as the vendor(s) are aware.

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:☒ Not applicable.

# 1.3 Terms Contract

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

⋈ Not applicable.

# 1.4 Sale Subject to Mortgage

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

Not applicable.

# 2. INSURANCE

# 2.1 Damage and Destruction

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

Not applicable - Refer to General Condition 24.1 of the Contract of Sale

# 2.2 Owner-Builder

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

☒ Not applicable.

# 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- ☑ To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction affecting the land. The purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas piped 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:

□ access to the property by road

# 3.3 **Designated Bushfire Prone Area**

The land:

 $\boxtimes$  Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

# 3.4 Planning Scheme

Attached is a certificate with the required specified information.

# 4. NOTICES

# 4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable.

# 4.2 Agricultural Chemicals

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

Not applicable.

# 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: 

☑ Not applicable.

#### 5. **BUILDING PERMITS**

5.1 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): 

#### **OWNERS CORPORATION** 6.

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

#### **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")** 7.

☑ GAIC (and Section 7) is NOT applicable on the sale of this property.

#### 8. **SERVICES**

8.1	The services which are marked with an "X" in the box below are <b>NOT connected to the land</b> :
	☐ Electricity supply
	☐ Gas supply
	☐ Water supply
	□ Sewerage
	□ Telephone services

#### 9. TITLE

- 9.1 Attached are copies of the following **title documents**:
  - 🗵 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.** SURDIVISION

501	2217101011
	<ul> <li>☑ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.</li> <li>☐ This sale IS affected by a subdivision and therefore Section 10 applies as follows:-</li> </ul>
10.1	Unregistered Subdivision
	This section 10.1 only applies if the land is subject to a subdivision which is not registered
	☐ Attached is a copy of the plan of subdivision certified by the relevant municipal council
	if the plan is not yet registered.
	☐ Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.
10.2	Staged Subdivision
	This section 10.2 only applies if the land is part of a staged subdivision within the meaning

ın	iis se	Ctioi	n 10.	2 only	applie	S IT	tne	ıand	IS	part	ot a	a sta	aged	sur	odiv	ISION	within	the	mea	ınıng
of	section	on 3	37 of	the Su	ubdivis	ion .	Act	1988	3.											
	_	_				_		_							_	_				

Attached is a cop	by of the	plan for	the firs	t stage if	the	land	is in t	the s	econo	or to	а
subsequent stage.											

$\sqcup$ i ne requirements in a statement of compliance, relating to the stage in which the is	and
is included that have not been complied with are:-	
□ attached	

	fal	11a	*10	

☐ as follows:

	attached.						
	$\square$ as follows:						
	☐ The contents of any permit under the Planning and Environment Act 1987 authorising						
	the staged subdivision are:						
	$\square$ attached.						
	☐ as follows:						
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.						
	☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).						
	☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).						

# 11. DISCLOSURE OF ENERGY INFORMATION

Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS included in this Vendor Statement for convenience.

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

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

# 12. DUE DILIGENCE CHECKLIST

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

Is attached.

# **Vendor Statement**

Land: 2 Mordaunt Drive, Hillside VIC 3037

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.

Vendor: Sanil Joseph / 08 /2019 **Vendor: Geetha Mathew** / 08 /2019 Vendor's signature Purchaser: /20 Purchaser's signature Purchaser: Purchaser's signature

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

-----

VOLUME 10446 FOLIO 819

Security no: 124078485775D Produced 23/07/2019 09:42 AM

#### LAND DESCRIPTION

\_\_\_\_\_\_

Lot 1 on Plan of Subdivision 426776K. PARENT TITLE Volume 10398 Folio 926 Created by instrument PS426776K 27/05/1999

REGISTERED PROPRIETOR

\_\_\_\_\_

Estate Fee Simple Joint Proprietors SANIL JOSEPH

GEETHA MATHEW both of 2 MORDAUNT DRIVE HILLSIDE VIC 3037 AN790605T 03/05/2017

ENCUMBRANCES, CAVEATS AND NOTICES

-----

MORTGAGE AN790606R 03/05/2017 COMMONWEALTH BANK OF AUSTRALIA

COVENANT W175705A 22/07/1999

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 S024451A 21/04/1992

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987 S024452W 21/04/1992

DIAGRAM LOCATION

SEE PS426776K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 2 MORDAUNT DRIVE HILLSIDE VIC 3037

ADMINISTRATIVE NOTICES

\_\_\_\_\_

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER Effective from 03/05/2017

DOCUMENT END

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Delivered by LANDATA®. Land Use Victoria timestamp 23/07/2019 09:44 Page 1 of 2 © State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information. STAGE No. LTO USE ONLY **PLAN NUMBER** PLAN OF SUBDIVISION **EDITION** PS 426776 K **LOCATION OF LAND** 

PARISH:

Maribyrnong

TOWNSHIP:

SECTION: В

20 (Part) CROWN ALLOTMENT:

**CROWN PORTION:** 

Chart 2 LTO BASE RECORD:

TITLE REFERENCES: Vol. 10398 Fol. 926

LAST PLAN REFERENCE/S: P.S. 403202 Lot 612 2 Mordaunt Drive,

POSTAL ADDRESS: 2 Morda (At time of subdivision) Hillside

NIL

IDENTIFIER

**AMG Co-ordinates** (of approx centre of land

301900 **ZONE:** 55 N 5824560

NIL

COUNCIL/BODY/PERSON

3037.

# **VESTING OF ROADS AND/OR RESERVES**

TEL: 9370 2209 FAX: 9370 1102 11 HAMILTON ST., GISBORNE. TEL: (03) 5428 2619

10 WATTLEHILL GVE. ST LEONARDS. TEL: (03) 5257 1869

**COUNCIL CERTIFICATION AND ENDORSEMENT** 

REF:5 2202 2

COUNCIL NAME: City Of Brimbank 1. This plan is certified under Section 6 of the Subdivision Act 1988.

2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6.

This is a statement of compliance issued under Section 21 of the Subdivision Act-1988.

**OPEN SPACE** 

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage ...

Council Delegate -Council Scal Date 13/4/99

Re-certified under Section 11(7) of the Subdivision Act 1988

Council Delegate Council Seal Date

	NOTATIONS
STAGING	This ie/is not a staged subdivision.

DEPTH LIMITATION DOES NOT APPLY Location of boundaries defined by buildings:-

Exterior face - Boundary between lots 1 and 2.

THIS PLAN IS/#S-MOT BASED ON SURVEY SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(\$) IN PROCLAIMED SURVEY AREA No.

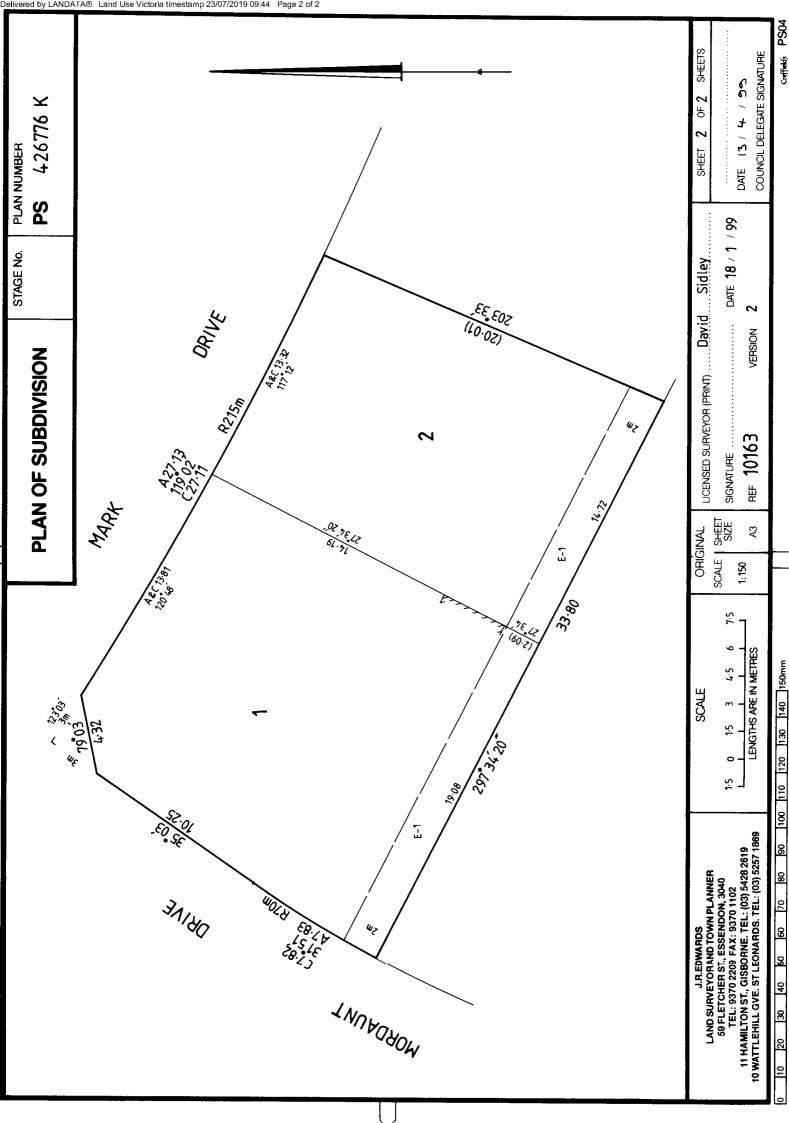
VERSION

IN PROCLAIMED SORVEY AREA NO.								
		EASEMENT	INFORMATION			LTO USE ONLY		
LEGEND A - Appurtenant Easement E - Encum		umbering Easement	R - Encumbering Easement	t (Road)	STATEMENT OF COMPLIANCE/			
8	SECTION 12(2) OF THE SUBD	OIVISION AC	CT 1988 APPLIES TO	ALL THE LAND IN THIS PLAN	١.	EXEMPTION STATEMENT		
m , I Pullose I		Width (Metres)	Origin Land Benefited/In Favour Of		Of	RECEIVED		
E-1	Drainage	2m	PS. 403202 S	All the land in P.S. 403	202 S.	DATE: 13 / 5 / 99		
E-1	Sewerage	2 m	P.S. 403202 S	City West Water L	.td.	LTO USE ONLY		
					1	PLAN REGISTERED		
						TIME 8.55 am.		
					ł	DATE 27/5/99		
						Assistant Registrar of Titles		
J.R.EDWARDS			1	David Sidlay		SHEET 1 OF 2 SHEETS		
LAND SURVEYOR AND TOWN PLANNER 59 FLETCHER ST., ESSENDON, 3040 TEL: 9370 2209 FAX: 9370 1102				(,	3 / 1 /99	DATE 13 / 4 / 99		

**REF 10163** 

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE



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				Let	
TRANS	SFER OF LAND	•	. •	W1	75705A
	Transfer of Land Act 1958			22079	9 0916 45 140
Lodged by:	Transition of Band 1101 1700		M.W.R.		
Name:					
Phone:	Etay Inches		1070	: DW1757056	1-5
Address:	Eltav Investments P	'ty Ltd 「	MADE AVA	ILABLE/CHANGE (	CONTROL
Kei	002		to detail off the	0.1	
Customer C	ode:	L	Land Titles Office Us	se Only	
interest speci —together w —subject to before the —subject to	or at the direction of the directing fied in the land described for the co- ith any easements created by this tra- the encumbrances affecting the lan lodging of this transfer; and any easements reserved by this trans- to statute and included in this transfer	onsideration or ransfer; ad including a	expressed— any created by	dealings lodged fo	or registration
	ne and folio reference)			<del>TG III.</del>	
		Eolio 01	<b>FM</b>	AAP	
- S Certii	ficate of-Title-Volume 10446	Number 1			
Estate and I	nterest: (e.g. "all my estate in fee simp.	le")			
All it	's estate in fee simple				v
Consideration	\$140,000.00 paid to A.M.V. Homes			App. \$29.	500.00 25
naid to	\$140,000.00 paid to A.M.V. Homes Keilor Gateway Estate Pty Ltd (ACN 007 0	s Pty Ltd (ACN 089 303) by A.M	.V. Homes Pty Ltd.	hristine Meilak and	-7 g
Transferor:					
		T TO -44-65	NI-044-54150	<b>7</b> )	<i>a</i>
	OR GATEWAY ESTATE PTY (full name and address including postco		CX G CK K X XX X X X X	W A.C.N. 007	<u>089 303 🕡</u>
runsieree.	ANN S	uej			<del></del>
CHR	ISTINE MEILAK of 31 Larissa	Road, St A	Albans 3021.	Victorien Sterno Duty  S.  Original/Counterpart/C  Transaction Number	276PH
Directing Pa	rty: <i>(full name)</i>			Signature	
A.M.V	V. HOMES PTY LTD (ACN 06	3 741 597	7)	AP Number 366 Stamps Act 1938	₹ 
Creation and	/or Reservation and/or Covenant	t:	· · · · · · · · · · · · · · · · · · ·		
"AND t	he said Transferees for themselves their h	eirs executors	administrators and	transferees the reg	istered
HEREBY and tr compri	etor or proprietors for the time being of as separate covenants COVENEANT with the ansferees and other the registered proprised in the said plan of subdivision No. of transferred) that they will not erect erred:	of the lot here said KRILOR G letor or proprie 4032925 and eve	by transferred and ATEWAY RSTATE PTY stors for the time ary part or parts to the time ary parts to the time ary part or parts to the time ary part or parts to the time ary part or parts to the time are the time ar	d of every part them LTD its successors a being of each and even thereof (other than t	assigns are lot the lot
(a)	for a period of eighteen (18) months f signboard or notice advertising the	from the date h	ereof whilst the s said lot or any	said lot remains vaca other lot excepting	ant any signs
(b)	advertising house and land packages; erect or cause to be erected or remain	erected on the	land hereby trans	sferred or any part	thereof
	any building having not less than eig- veneer or stone (including any garage,	, carport or th	eir building which	ı fronts into any st	reet);
(c)	not to construct or erect a fence ac erected or constructed where:-	ross the front	age of any allotm	ent and no fence sh	nall De Page 2

Approval No. 593988L

26 JUL 1999

# ORDER TO REGISTER

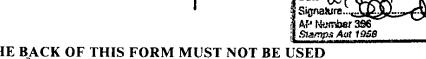
Please register and issue title to

Signed

Cust. Code:

STAMP DUTY USE ONLY

AP Number 396 Stamps Aut 1958



THE BACK OF THIS FORM MUST NOT BE USED

a footpath is to be provided 5.5 metres from the front boundary;

(ii) where no footpath is to be provided 4.5 metres from the front boundary;
 (d) not to construct or erect or permit to construct or erect or to remain constructed any dwelling or appertaining building which has a set back from boundaries less than the following:-

(i) where a footpath is to be constructed 5.5 metres from the front boundary;

(ii) where no footpath is to be constructed 4.5 metres from the front boundary

It is the intention that the benefit of the above covenant be attached to and run at law and in equity with every lot on plan of subdivision number 403202S and that the burden of this covenant shall be annexed to and run at law and in equity with the land hereby transferred.

Sated 11/6/99 THE COMMON SEAL of KEILOR CATEWAY PIY LID ) was hereunto affixed in accordance with its Articles of Association in the presence of: WA3119 80 Dated: Signature of Director Signature of Secretary ANTHONY CELOTO SICH Name of Secretary S. FLOER GAT GASHING 3020 16 TALKTION CLES. Usual address of Secretary THE COMMON SEAL of A.M.V. HOMES PTY LID THE was hereunto affixed in accordance with COMMON SEAL its Articles of Association in the presence of: Signature of Director Signature of Secretary MARIA VISTVIC ANTE VISEVIC ..... Name of Secretary Name of Director

+ Mary Melah... Witness

SIGNED by CHRISTINE MEILAK in the

1) I MARK DRIVE, SYDENHAM

Usual address of Director

Approval No. 593968L

# T2 Page 2

presence of:



W175705A 220799 0916 45 140 W175705A-2-2

1/1 MARK DRIVE, SYDENHAM

Usual address of Secretary

Lodged By: Code:

Ref:

PRICE BRENT

1413R

GRT/ac/40503

शालक प्राप्त भागत करने हैं। हम इस्ते स्टाइका

Office Use Only

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Certificates of Title Volume 9995 Folios 362, 363 and 364 (Certificates of Title Volume 9995 Folio 364-being subject to Plans of Subdivision-lodged-in the Land Titles-Office on 28th-May-1992 in Dealing Nos-LP-222389U and PS 300329Q).

Vocame 10080 Fores Otto - Obs (bi) Vocame 10085 Fores, 663 - 691 (bi)

ADDRESS OF THE LAND

Lots D, E and F Keilor-Melton Road, Sydenham.

RESPONSIBLE AUTHORITY (name and address)

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR.

PLANNING SCHEME

KEILOR PLANNING SCHEME.

AGREEMENT DATE 12TH JUNE 1992)

AGREEMENT WITH (name and address)

KEILOR GATEWAY ESTATE PTY. LTD. of 356 Main Road West, St. Albans.

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority ..

Name of Officer ... VILLED ... DIEDLECK ..

Date .... 3 0 JUN 1992

# THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR

- and -

# KEILOR GATEWAY ESTATE PTY LTD

# SECTION 173 AGREEMENT PURSUANT TO SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

PRICE BRENT
Solicitors
500 Bourke Street
MELBOURNE VIC 3000

DX 427 MELBOURNE

Tel: 246 5000 Fax: 246 5111

Ref: GRT:SS 40503

NDATA®. Land Use Victoria timestamp 23/07/2019 09:44 Page 3 of 16

THIS AGREEMENT is made the 12 m day of June

1992

BETWEEN:

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR of Municipal Offices, Calder Highway, Keilor in the State of Victoria (hereinafter called the "Council")

of the first part

- and -

KEILOR GATEWAY ESTATE PTY LTD
(ACN 007 089 303) whose registered
office is situated at 356 Main Road
West, St. Albans in the State of
Victoria (hereinafter called the "C

NOT CHARGEABLE
WITH
STAMP DUTY
16 JUL 1992
STATE REVENUE OFFICE
WITH
VICTORIA

of the second part

# WHEREAS:

- A. The Owner is and was at all relevant times the registered proprietor (or entitled to be so) and the Owner of the land constituted by the land in Certificates of Title Volume 9995 Folios 362, 363 and 364 situated at Keilor-Melton Road, Sydenham (hereinafter called the "Land"), Certificate of Title Volume 9995 Folio 364 being subject to Plans of Subdivision lodged in the Land Titles Office on 28th May 1992 in Dealing Nos. LP 222389U and PS 300329Q.
- B. By Application No. P1339 under the Keilor Planning Scheme (hereinafter called the "Planning Scheme") application was made to the Council for a town planning permit in respect to the use and development of the land then in Crown Grant Volume 4418 Folio 581 (hereinafter called the "Original Land") by way of subdivision and the

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construction of and use for roads, services and detached houses on specified parts and lots.

- C. The Council is the Responsible Authority under the Planning Scheme.
- D. The Council (as Responsible Authority) on 17th October 1989 issued a permit for the subdivision of the Original Land and the erection and construction of buildings and works on and the use of the Original Land for the purpose of detached houses on Lots 1-74 (inclusive) and roads and services and parts a condition of which is that an Agreement of the type described in Section 173 of the Planning and Environment Act 1987 be entered into.
- E. On 22nd March 1990 the Council issued permit No. P1622 (Stage 3) allowing part of the Original Land to be subdivided and to have detached houses erected on Lots 75-111 (inclusive) (or Dual Occupancy on specified lots), a condition of which permit was that an Agreement of the type described in Section 173 of the Planning & Environment Act 1987 be entered into.
- (Stages 4A, 4B, 5 and 6) allowing part of the Original Land to be subdivided and to have detached houses erected on Lots 112-228 (inclusive) (or Dual Occupancy on specified lots), a condition of which permit was that an Agreement of the type described in Section 173 of the Planning & Environment Act 1987 be entered into.
- G. The permits referred to in Recitals B, D, E and F are hereinafter referred to as the "Permit".

H. The Land is part of the Original Land.

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- I. The parties enter into this Agreement:-
  - (a) to give effect to the condition in the Permit;
  - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof; and
  - (c) amongst other things to formalise an understanding reached between the parties regarding the use and development of the Land.
- J. Keilor Gateway Estate Pty Ltd was formerly known as Radar Craft Pty Ltd.

# NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- Agreement otherwise has, the parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.
- 2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the Land.
- 3. (1) On any allotment created by a subdivision or consolidation of the Land or any part of it, no fence shall be erected or constructed either:
  - (a) across the frontage of the allotment;

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- (b) within the allotment and closer to the frontage than:
  - (i) 4.5 metres where no footpath exists or is to be provided in the road reserve abutting the allotment; or
  - (ii) 5.5 metres where such a footpath exists or is to be provided.
- (2) On any allotment created by a subdivision or consolidation of the Land or any part of it, unless the consent of the Council is obtained no dwelling or appurtenant building shall be located closer to the frontage of such allotment than:
  - (a) 4.5 metres where no footpath exists or is to be provided in the road reserve abutting the allotment; or
  - (b) 5.5 metres where such a footpath exists or is to be provided.
- d. (1) Where this Agreement makes reference to a legislative enactment or a provision in that enactment that reference shall be construed as a reference to that enactment or provision as amended, re-enacted or remade (with or without modification) from time to time or a corresponding future enactment or provision.
  - (2) Without affecting the generality of Sub-clause

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- (1) hereof in this Agreement "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Keilor Planning Scheme.
- monies due under this Agreement within 14 days of demand on it by the Council to do so, the Owner shall pay to the Council interest from the relevant date until the date when such money is paid, such interest being:
  - (a) at the rate that is applicable from time to time for the purposes of Section 386 Local Government Act 1958;
  - (b) if there is no rate prescribed for the purposes of Section 386 Local Government Act 1958, then such rate from time to time as the Council may be authorized by legislation to fix for interest on unpaid rates and charges; or
  - (c) if paragraphs (a) and (b) are not applicable then at a rate of 2% higher than the rate from time to time fixed under Section 2 of the Penalty Interest Rates Act 1983.
  - (2) Any payments made pursuant to this Agreement shall be appropriated firstly towards the interest and thereafter towards the principal

- 6 -

sum.

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- (1)securing compliance 6. For better with this Agreement, for such time as this Agreement is not registered on the title to the Land the Owner hereby charges in favour of the Council all the Owner's estate and interest legal and equitable in the Land to the extent of the obligations imposed pursuant to this Agreement and to the amount of any monies which may be payable by the Owner to the Council under this Agreement. Save always that nothing in foregoing shall prevent the Owner from mortgaging by way of registered mortgage otherwise such Land or any part thereof for the purposes of raising funds to facilitate the development thereof.
  - (2) Without affecting any obligation at law, the Owner's obligations under this Agreement shall only cease when it has been terminated in accordance with the relevant legislation.
- 7. In the event of the Owner failing to comply with the provisions hereof, the Municipal Clerk of the Council may cause to be served on the Owner a notice in writing specifying the works, matters and things, (hereinafter called the "Remedial Works") in respect of which the Owner is in default and should such default continue for thirty days or such longer period as the Council allows (having regard to delays caused by circumstances beyond

Land Use Victoria timestamp 23/07/2019 09:44 Page 9 of 16

the control of the Owner and to which the Owner has not contributed) (hereinafter called the "Prescribed Period") after the service of such notice, the Council may by its officers, employees, agents and contractors enter upon the Land and cause such Remedial Works to be carried out. Any notice or demand served on the Owner pursuant to this Clause may set out the costs (as estimated by the City Engineer and stated in such notice) of carrying out such Remedial Works to remedy the default as aforesaid and in the event of the Owner not complying with such notice within the Prescribed Period the Municipal Clerk may cause to be served on the Owner a demand in writing for the amount of the cost estimated as aforesaid and the amount thereof shall be forthwith paid by the Owner to the Council. As soon as may be practicable after the completion of such Remedial Works, the Engineer shall certify the actual costs thereof to the Council and the difference between such actual costs and the estimated costs paid to the Council pursuant to this Clause shall be paid by the Owner to the Council or by the Council to the Owner as the case may require.

- 8. (1) For better securing compliance with this Agreement, the Owner:-
  - (a) hereby appoints the Council as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect

to any of the duties or obligations imposed on the Owner pursuant to this Agreement and hereby authorises the Council to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney;

- (b) shall forthwith on demand made on it by
  the Council pay the reasonable costs
  and expenses (including building costs)
  of and incidental to the Council
  exercising its powers pursuant to this
  Agreement; and
- (c) hereby irrevocably licenses the Council and its officers, employees, agents and contractors to enter upon any part of the Land for the purposes of giving effect to this Agreement.
- (2) The operation of Sub-clause (1) hereof shall be suspended until or unless there has been default for thirty days in compliance with Clause 3, 9, 11, 12, 15 or 16 hereof.
- necessary (including signing any further agreement, acknowledgement or document) to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the

Planning and Environment Act 1987.

(2) No plan of subdivision of or Instrument of Transfer of the Land or any part of it shall be lodged at the Land Titles Office for registration or approval prior to this Section 173 Agreement and a Section 181 Memorandum having been lodged by or on behalf of the Council and entered on the Certificate of Title to the Land.

## 10. The Owner warrants and covenants that:

nd Use Victoria timestamp 23/07/2019 09:44

- (a) it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;
- (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land and not disclosed by the usual searches;
- the Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the Transfer of Land Act 1958; and
- (d) it has not granted any option or entered into any Contract of Sale or Lease in regard to the Land or any part thereof which options, contract or lease is still subsisting except for contracts of sale or pre-sale commitments in relation to Lots 229-237 (inclusive), 239-242

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(inclusive), 245-249 (inclusive), 284-294 (inclusive), 296-299 (inclusive), 302-304 (inclusive), 307-310 (inclusive), and 314-317 (inclusive).

- The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its successors the existence and nature of this Agreement.
- The Owner shall forthwith on demand pay to the Council 12. the Council's costs and expenses (as between the Solicitor and own client) of and incidental to this Agreement and of any consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the anything done in anticipation foregoing, Agreement and the enforcement of any obligations imposed on the Owner herein). To the extent that any of such costs and expenses constitute legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service and, in that event, the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owner and the Council.
- 13. Any notice hereunder may be served by delivering the same to the Owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posted shall be conclusively deemed to have been

served at the expiration of 24 hours from the time of posting.

- 14. (1) Whenever herein appearing the word "Owner" (if the Owner holds the Land in a trust capacity) shall include the beneficiaries of the trust in relation to which it holds such Land. Where such trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee.
  - (2) In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.
  - (3) Whenever herein appearing the word "Council" shall include its successors (including its successors as Responsible Authority for the town planning controls in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate).
  - (4) Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner shall be imposed on those persons jointly and severally.
- 15. (1) The expression "Owner" shall be deemed to

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include its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the Land (hereinafter called the "Successors") as if each of those Successors had separately executed this Agreement in addition to Keilor Gateway Estate Pty Ltd.

- (2) Without limiting the operation or effect which this Agreement has apart from this Sub-clause, the Owner shall ensure that its Successors;
  - (a) give effect to and do all acts and sign all documents as to require them to give effect to this Agreement; and
  - (b) execute under seal a Deed agreeing to be bound by the terms of this Agreement and thereupon this Agreement continue as if executed by Successors as well as by the parties hereto and as if the Successors' names appeared in each place in which the name of the Owner appears and additional to the name of the Owner.
- (3) The obligations imposed on the Owner by Sub-Clause (2) shall be suspended for such time as there appears a memorandum of this Agreement in

the Register Book at the Office of the Registrar of Titles.

16. Each of the Council and the Owner shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL OF THE MAYOR )	
COUNCILLORS AND CITIZENS OF THE	•
CITY OF KEILOR was hereunto	
affixed in the presence of:- )	
E)) Mente. Mayor	
C. Louchard, Councillor	
Abasse. Municipal Cle	erk

THE COMMON SEAL of KEILOR GATEWAY

ESTATE PTY LTD (ACN 007 089 303)

was hereunto affixed in accordance

with its Articles of Association

in the presence of:

Director

Secretary



A040611/GRT/SS

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Amended as to part
Vol 10253 Fal 231 232
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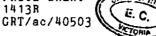
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Ref:

PRICE BRENT

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Titles Office Use Only

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Certificates of Title Volume 9995 Folios 362, 363 and 364 (Certificates of Title Volume-9995 Folio 364 being subject to Plans of Subdivision lodged in the Land Titles Office on 28th May 1992 in Dealing Nos. LP 2223890 and P\$ 3003299). 1992 in Dealing Nov. LP 222389U and PS 3003290). 1/02 une 10080 Focio 040 fo 06 1 (61)

Voc ume. 10086 Frino 663/10 697 (bi)

ADDRESS OF THE LAND

Lots D, E and F Keilor-Melton Road, Sydenha

RESPONSIBLE AUTHORITY (name and address)

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR.

1 MAR 1993

PLANNING SCHEME

KEILOR PLANNING SCHEME.

With Co. . - 10 ECHCHOL (01 KULL (01

AGREEMENT DATE 12+4 JUNE, 190

AGREEMENT WITH (name and address)

KEILOR GATEWAY ESTATE PTY. LTD. of 356 Main Road West; St. Albans.

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority

Name of Officer ... Livings Disson

Date 3 0 JUN 1992

## THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR

- and -

## KEILOR GATEWAY ESTATE PTY LTD

SECTION 173 AGREEMENT PURSUANT TO SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

PRICE BRENT
Solicitors
500 Bourke Street
MELBOURNE VIC 3000

DX 427 MELBOURNE

Tel: 246 5000 Fax: 246 5111

Ref: GRT:SS 40503

THIS AGREEMENT is made the 12 w day of JUNE

1992

BETWEEN:

THE MAYOR COUNCILLORS AND CITIZENS
OF THE CITY OF KEILOR of Municipal
Offices, Calder Highway, Keilor
in the State of Victoria
(hereinafter called the "Council")

STAMP DUTY

16 JUL 1992

TATE REVENUE OFFICE VICTORIA

of the first part

and -

KEILOR GATEWAY ESTATE PTY LTD

(ACN 007 089 303) whose registered
office is situated at 356 Main Road
West, St. Albans in the State of
Victoria (hereinafter called the "Owner")

of the second part

## WHEREAS:

- A. The Owner is and was at all relevant times the registered proprietor (or entitled to be so) and the Owner of the land constituted by the land in Certificates of Title Volume 9995 Folios 362, 363 and 364 situated at Keilor-Melton Road, Sydenham (hereinafter called the "Land"), Certificate of Title Volume 9995 Folio 364 being subject to Plans of Subdivision lodged in the Land Titles Office on 28th May 1992 in Dealing Nos. LP 222389U and PS 300329Q.
- B. By Application No. P1339 under the Keilor Planning Scheme (hereinafter called the "Planning Scheme") application was made to the Council for a town planning permit in respect to the use and development of the land then in Crown Grant Volume 4418 Folio 581 (hereinafter called the "Original Land") by way of subdivision and the

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construction of and use for roads, services and detached houses on specified parts and lots.

- C. The Council is the Responsible Authority under the Planning Scheme.
- D. The Council (as Responsible Authority) on 17th October 1989 issued a permit for the subdivision of the Original Land and the erection and construction of buildings and works on and the use of the Original Land for the purpose of detached houses on Lots 1-74 (inclusive) and roads and services and parts a condition of which is that an Agreement of the type described in Section 173 of the Planning and Environment Act 1987 be entered into.
- E. On 22nd March 1990 the Council issued permit No. P1622
  (Stage 3) allowing part of the Original Land to be subdivided and to have detached houses erected on Lots 75-111 (inclusive) (or Dual Occupancy on specified lots), a condition of which permit was that an Agreement of the type described in Section 173 of the Planning & Environment Act 1987 be entered into.
- (Stages 4A, 4B, 5 and 6) allowing part of the Original Land to be subdivided and to have detached houses erected on Lots 112-228 (inclusive) (or Dual Occupancy on specified lots), a condition of which permit was that an Agreement of the type described in Section 173 of the Planning & Environment Act 1987 be entered into.
- G. The permits referred to in Recitals B, D, E and F are hereinafter referred to as the "Permit".

- 3 -

- H. The Land is part of the Original Land.
- I. The parties enter into this Agreement:-
  - (a) to give effect to the condition in the Permit;
  - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Original Land and the vicinity thereof; and
  - formalise an things to other amongst (C) the parties reached between understanding development the regarding the use and Original Land.
- J. Keilor Gateway Estate Pty Ltd was formerly known as Radar Craft Pty Ltd.

# NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- Agreement otherwise has, the parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.
- 2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the Land.
- 3. (1) The Owner shall at its own cost, in accordance with plans and specifications approved by the Council's City Engineer and to the reasonable satisfaction of the Council's City Engineer

carry out, unless a different time is specified, on or before the earliest of:

- (a) the subdivision of at least 60% of the Original Land into allotments other than super lots;
- (b) the number of allotments into which the Original Land has been subdivided exceeding 500;
- (c) the development of land immediately abutting such road reserve by subdividing such abutting land into allotments other than super lots; or
- (d) if in the reasonable opinion of the City Engineer, the construction of the road is necessary to provide access to any allotments on the Original Land; or
- (e) the time specified in Sub-clause (2); the construction and provision of:
- the western carriageway of the main north-south road reserve generally as shown on Drawing No. 2601A being one of the plans constituting the endorsed plans to the Permit;
- extent of the road and street reservations) wherever that north-south road intersects with another street or road;

- (h) without limiting paragraph (g) but to a cost to the Owner of not more than \$300,000.00, the intersectional works (coloured yellow on the attached plan "A") at the intersection of Calder Park Drive in the Keilor-Melton Road such works to be constructed not later than the construction by the Owner of any part of Calder Park Drive shown coloured yellow on the attached plan "B";
- (i) street lighting in relation to the north-south road such lighting to be installed and erected in the middle plantation strip between the carriageways; and
- (j) all roadworks and ancillary and other works relating to the matters referred to in the preceding paragraphs.
- clause (1) shall be carried out in respect to a particular portion of Calder Park Drive coloured a particular colour on the annexed plan "B" (and in the case of that coloured blue the work shall extend to the construction of the blue portion of Community Hub) prior to the earlier of the occurrences in paragraph (a) or (b) of Clause 7(3) in respect to a particular portion of the

Original Land coloured the same colour on that plan.

- Sub-clause (1), purposes of For the (3) statutory authority (including the Council) is not prepared to allow the Owner to carry out any segment of such work, that statutory authority may require that any work which the Owner is required to carry out pursuant to the preceding Sub-clause shall be carried out at the Owner's expense by that statutory authority and, in that event, the Owner shall forthwith on demand from time to time pay to the statutory authority the estimated and actual costs of carrying out that work as certified to by the Secretary (or the person in a position similar to the Secretary) of that statutory authority.
- specifications referred to in Sub-clause (1) and of supervising the works required to be carried out by that Sub-clause, the Council may charge and thereupon the Owner shall pay to the Council a fee specified by the Council but not exceeding 2.5% of the actual costs of the works referred to in that Sub-clause.
- (5) The Owner shall forthwith maintain, repair and make good to the reasonable and proper satisfaction of the Council's City Engineer, all faults, defects and failures which may develop,

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appear or occur in the works referred to in Subclause (1) within the period of three months following the completion of such works which date of completion shall be certified by the Engineer which certificate shall be final, binding and conclusive between the parties.

- one or more of the following, namely:
  - (a) Library;
  - (b) Child care facilities;
  - (c) Community meeting rooms; and
  - (d) Branch municipal office.
  - Owner shall make available to the Council, the

    Land (or on such other land nearby as the

    Council agrees to) a facility for the Community

    Amenities by constructing a building (which is

    to be free-standing or which is to be used for

    commercial purposes but part of which building

    is to be the Community Amenities) and thereafter

    (but within one year of the Gazettal Date)

    transferring the Title in fee simple to the

    building or relevant part to the Council free

    from encumbrances and at no cost to the Council.
    - (3) The site for the Community Amenities shall, if located on the Land, be located in the area designated "community and commercial and related uses" and shown in plan 2601A being one of the

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sheets of the endorsed plan of the Permit. In any event, the site shall be sufficient to contain within the building erected pursuant to Sub-clause (2) a facility of approximately 150 square metres floor area which shall have access directly to it from a public highway and have free off-street car parking available nearby for the use of persons using the Community Amenities.

- Amenities shall be made available to the Council in a condition suitable for occupation by the Council and such Community Amenities shall be fitted out by the Owner at its expense in a manner appropriate to their proposed use but at a cost not exceeding \$60,000.00 indexed by applying the formula in and provisions of Clause 7(2) (the necessary changes being made) as if the fitting out cost was the Prescribed Amount, S was \$60,000.00, the Base Date was the date of this Agreement and "A" was the quarter date prior to the completion of the fitting out.
  - electricity, gas and water consumed in respect to the Community Amenities (for which the Council shall be responsible), the occupation and use by the Council of the Community Amenities shall be free of cost to the Council.

- may on such terms and conditions as the parties agree be relocated in another position on the Land provided that such a position is substantially of the same area and has the same linkage or geographic relationship to the Land as the previous site of the Community Amenities had.
- and 20, the Owner shall provide all necessary consents and do all things necessary to enable the Council to obtain all necessary Permits and approvals (including town planning permits and building approvals) to permit the Council to use the Community Amenities and the Owner hereby licenses the Council, its Officers, employees, agents, contractors and licensees and invitees to go on to the Land for the purposes of using the Community Amenities.
- (8) In lieu of the Owner having to comply with Subclauses (2) (7) inclusive the Council may
  elect within one month of the Gazettal Date to
  require the Owner to pay to the Council
  \$250,000.00. Such money shall be paid by the
  Owner to the Council within 120 days from the
  date of the election being made and together
  with interest calculated from that date to the
  date of payment of the principal and interest at

the rate applicable by virtue of paragraphs (a), (b) and (c) of Clause 9(1).

- (9) This Clause is conditional on the re-zoning provided for in Clause 5(1) being effected.
- (10) In this Clause the "Gazettal Date" means the date of approval by the Minister of the Amendment referred to in Clause 5(1) pursuant to the Planning and Environment Act.
- any law and the proper exercise of any discretion) prepare and actively support the rezoning of the site generally shown on Drawing 2601A to a Restricted Business Zone or Neighbourhood Business Zone (or an appropriate commercial rezoning agreed to by the Council and the Owner and which will allow retailing of up to a total of 2,000 square metres of gross leasable floor area (whether or not made up of one or more premises) and also use in part for community purposes).
- transfer to the Council, the Owner shall transfer to the Council not later than seven (7) days after being requested to do so by the Council and in such portions as the Council may direct the main north/south road reserve generally as shown on Drawing 2601A so that the fee simple of such road vests in the Council.
  - (2) Until such time as the transfer pursuant to Subclause (1) is effected, when requested by the Council to do so the Owner shall make available

the whole or any portions of such roads specified by the Council so as to be able to be used by the Council and public in conjunction with the roads described therein (including, but without limiting the generality of the foregoing, dedicating such road or portions (as the case may be) to the public as a public highway).

- of reserves or community facilities and the Community Amenities on or in the vicinity of the Original Land but so that not less than 50% of the prescribed amount is spent on those on the Original Land, the Owner shall pay to the Council in the manner described in Sub-clause (3) the prescribed amount.
  - (2) For the purposes of this Clause, the "prescribed amount" is that calculated by the following formula:

$$P = S X A$$

В

where:

P is the prescribed amount.

A is the Consumer Price Index number for the capital city of Melbourne for the quarter prior to the date upon which the prescribed amount is payable pursuant to Sub-clause (3).

B is the Consumer Price Index number for the

capital city of Melbourne for the quarter prior to the Base Date.

### "Base Date" is:

- (a) In the case of an allotment created under Permit No. P1339, 1st July 1989;
- (b) In the case of an allotment created under Permit No.'s P1622 (Stage 3) and P1622 (Stages 4A, 4B, 5 and 6), 1st January 1990; and
- (c) In the case of an allotment created under any other town planning permit is the date specified in that permit as that from which there is to be a Consumer Price Index indexed from.

## S is the specified amount which is:

- (a) In the case of each of allotments 1-74 inclusive created under Permit No. P1339, \$1,000.00;
- (b) In the case of each of allotments 82, 95, 96 and 111 created under Permit No. P1622 (Stage 3) \$2,010.00 and in respect of each of the balance of allotments 75-111 (inclusive) created under such Permit, \$1,050.00;
- (c) In the case of each of allotments 124, 140, 173, 178, 186, 194, 213, 214 and 224 created under Permit No. P1622 (Stages 4A, 4B, 5 & 6), \$2,010.00 and

in respect of each of the balance of allotments 112-228 (inclusive) created under such Permit, \$1,050.00; and

(d) In the case of each allotment created by any other town planning permit, \$2,010.00 (or such higher amount as the permit may specify) for each allotment on which a dual occupancy can be erected and \$1,050.00 (or such higher amount as the permit may specify) for each allotment on which a detached house is allowed but dual occupancy has not been permitted.

For the purposes of this Sub-clause, a reference to the Consumer Price Index number is a reference to those numbers published by the Commonwealth Government as part of the Consumer Price Index.

#### WHERE -

- (a) The Commonwealth Government ceases to publish the Consumer Price Index; or
- (b) The basis of calculating that Index is substantially changed

either party may give to the other one month's notice in writing specifying the facts that it alleges satisfy paragraph (a) or (b) of this Sub-clause. Where notice is given in pursuance of this provision, the parties agree that the

- 14 -

prescribed amount is to be determined by a single arbitrator in accordance with the provisions of the Commercial Arbitration Act 1984 or any statutory modification or reenactment for the time being in force having regard to what would have been the increases in the Consumer Price Index had it continued or had it continued to be determined on the same principles as at the date of this Agreement, as the case requires.

- (3) In respect to each allotment created by a plan of subdivision of the Original Land or part of the Original Land, the Owner shall pay the prescribed amount to the Council at the earlier of:
  - (a) The Council issuing a Statement of Compliance under the Subdivision Act 1988 or the Council issuing a Minute of Compliance with or a withdrawal of a requirement under Section 569E of the Local Government Act 1958 (as the case may be); or
  - (b) The Land Titles Office effecting a registration or approval

in respect to such plan of subdivision.

8. (1) Where this Agreement makes reference to a legislative enactment or a provision in that enactment that reference shall be construed as a

reference to that enactment or provision as amended, re-enacted or remade (with or without modification) from time to time or a corresponding future enactment or provision.

- (2) Without affecting the generality of Sub-clause
  (1) hereof in this Agreement "Planning Scheme"
  includes any planning control in the form of or
  similar to a planning scheme and being a
  successor to the Keilor Planning Scheme.
- g. (1) In the event of the Owner failing to pay any monies due under this Agreement within 14 days of demand on it by the Council to do so, the Owner shall pay to the Council interest from the relevant date until the date when such money is paid, such interest being:
  - (a) at the rate that is applicable from time to time for the purposes of Section 386 Local Government Act 1958;
  - (b) if there is no rate prescribed for the purposes of Section 386 Local Government Act 1958, then such rate from time to time as the Council may be authorized by legislation to fix for interest on unpaid rates and charges; or
  - (c) if paragraphs (a) and (b) are not applicable then at a rate of 2% higher than the rate from time to time fixed

under Section 2 of the Penalty Interest Rates Act 1983.

- (2) Any payments made pursuant to this Agreement shall be appropriated firstly towards the interest and thereafter towards the principal sum.
- 10. (1) Subject to Sub-clauses (4), (5) and (6) hereof, for better securing compliance with Clauses 3, 4(2) and (4), 7 and 16 of this Agreement the Owner shall forthwith lodge with the Council bank guarantees (hereinafter called the "Bank Guarantees") to the satisfaction of the Town Clerk of the Council and for a sum equivalent to 150% of the estimated costs of the works required to be carried out by Clauses 3 and 4(2) and (4) of this Agreement but then uncompleted and as certified by the Council's City Engineer.
  - Guarantees shall be security for the due, prompt and proper observance and performance by the Owner of its obligations and liabilities arising out in Clauses 3, 4(2) and (4), 7 and 16 of this Agreement.
  - (3) Subject to the obligations and liabilities of the Owner to which the Bank Guarantees relate being completely satisfied or any deductions from such Bank Guarantees being made by the Council to fulfill the Owner's obligations and

- 17 -

liabilities under this Agreement, the Council will return to the Owner the Bank Guarantees referred to in Sub-clause (1) hereof within 14 days after the Owner's obligations pursuant to Clauses 3, 4(2) and (4), 7 and 16 have been satisfied.

- the extent that any of the obligations were intended to be the subject of Bank Guarantees arise under Clause 3(1) or (2), as a result of the request to the Owner, security in that regard shall instead be provided in accordance with this Sub-clause as follows:
  - (a) The Owner shall not in respect to a plan of subdivision of the Original Land or any part of it request or require the Council to provide any of the documents referred to in Clause 7(3)(a) unless the Owner has:
    - (i) paid to the Council all monies due in respect to that plan of subdivision and earlier plans of subdivision pursuant to this Agreement; and
    - (ii) either:
      - (A) complied with all of the Owner's obligations then due under Clauses 3(1) and

(2); or

- (B) to the extent to which it is made specifically permissible to do so in respect or particular obligation of the Owner, lodged the Bank Guarantees required in that regard.
- (b) The Council shall not be obliged to produce or furnish any of the documents referred to in Clause 7(3)(a) unless or until the Owner has fulfilled the requirements specified in Clause 10(4).
- (5) Bank Guarantees shall not be required to be provided in respect to the works referred to in Clause 3(1)(g) unless those works have not been completed before 1st September 1992.
- this securing compliance with better For (6) Agreement, for such time as this Agreement is not registered on the title to the Land the Owner hereby charges in favour of the Council all the Owner's estate and interest legal and equitable in the Land to the extent of the obligations imposed pursuant to this Agreement and to the amount of any monies which may be payable by the Owner to the Council under this Agreement. Save always that nothing in the from the Owner prevent shall foregoing

mortgaging by way of registered mortgage or otherwise such Land or any part thereof for the purposes of raising funds to facilitate the development thereof.

- Owner's obligations under this Agreement shall only cease when it has been terminated in accordance with the relevant legislation.
- In the event of the Owner failing to comply with the 11. provisions hereof, the Municipal Clerk of the Council may cause to be served on the Owner a notice in writing specifying the works, matters and things, (hereinafter called the "Remedial Works") in respect of which the Owner is in default and should such default continue for thirty days or such longer period as the Council allows (having regard to delays caused by circumstances beyond the control of the Owner and to which the Owner has not contributed) (hereinafter called the "Prescribed Period") after the service of such notice, the Council may by its officers, employees, agents and contractors enter upon the Land and cause such Remedial Works to be carried out. Any notice or demand served on the Owner pursuant to this Clause may set out the costs (as estimated by the City Engineer and stated in such notice) of carrying out such Remedial Works to remedy the default as aforesaid and in the event of the Owner not complying with such notice within the Prescribed Period the Municipal Clerk may cause to be served on the Owner a demand in writing for

- 20 -

the amount of the cost estimated as aforesaid and the amount thereof shall be forthwith paid by the Owner to the Council. As soon as may be practicable after the completion of such Remedial Works, the Engineer shall certify the actual costs thereof to the Council and the difference between such actual costs and the estimated costs paid to the Council pursuant to this Clause shall be paid by the Owner to the Council (whether or not by the utilization of the Bank Guarantees referred to in Clause 10 hereof) or by the Council to the Owner as the case may require.

- 12. (1) For better securing compliance with this Agreement, the Owner:
  - hereby appoints the Council as its (a) lawful attorney to do all things the Owner is capable of doing for giving effect to purposes of Agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this Agreement and hereby authorises the Council to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney;
  - (b) shall forthwith on demand made on it by the Council pay the reasonable costs and expenses (including building costs)

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of and incidental to the Council exercising its powers pursuant to this Agreement; and

- hereby irrevocably licenses the Council and its officers, employees, agents and contractors to enter upon any part of the Land for the purposes of giving effect to this Agreement.
- The operation of Sub-clause (1) hereof shall be suspended until or unless there has been default for thirty days in compliance with Clause 3, 4, 6(1) or (2), 7, 9-11 (inclusive), 13, 15, 16, 19 or 20 hereof.
- 13. (1) The Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Planning and Environment Act 1987.
  - (2) No plan of subdivision of or Instrument of Transfer of the Land or any part of it shall be lodged at the Land Titles Office for registration or approval prior to this Section 173 Agreement and a Section 181 Memorandum having been lodged by or on behalf of the Council and entered on the Certificate of Title to the Land.

### 14. The Owner warrants and covenants that:

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- (a) it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;
- (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land and not disclosed by the usual searches;
- (c) the Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the Transfer of Land Act 1958; and
- it has not granted any option or entered into (d) any Contract of Sale or Lease in regard to the Land or any part thereof which options, contract subsisting lease is still except contracts of sale or pre-sale commitments in relation to Lots 229-237 (inclusive), 245-249 (inclusive), 284-294 (inclusive), 296-299 (inclusive), 302-304 (inclusive), (inclusive), 307-310 (inclusive), and 314-317 (inclusive).
- The Owner shall not sell, transfer; dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its successors the existence and nature of this Agreement.
- 16. The Owner shall forthwith on demand pay to the Council

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between Council's costs and expenses (as the Solicitor and own client) of and incidental to this any consequent thereon, Agreement and of thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the in anticipation of anything done foregoing, Agreement and the enforcement of any obligations imposed on the Owner herein). To the extent that any of such costs and expenses constitute legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service and, in that event, the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owner and the Council.

- 17. Any notice hereunder may be served by delivering the same to the Owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posted shall be conclusively deemed to have been served at the expiration of 24 hours from the time of posting.
- 18. (1) Whenever herein appearing the word "Owner" (if
  the Owner holds the Land in a trust capacity)
  shall include the beneficiaries of the trust in
  relation to which it holds such Land. Where
  such trust relationship exists, the Owner in
  executing this Agreement does so intending to
  assume not only personal liability but also to

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bind the trust for which it acts as trustee.

- (2) In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.
- shall include its successors (including (except as to Clauses 4, 5 and 7) its successors as Responsible Authority for the town planning controls in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate).
- (4) Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner shall be imposed on those persons jointly and severally.
- shall The expression "Owner" be deemed 19. (1) include its successors, assigns and transferees and the obligations imposed upon and assumed by binding on the Owner shall also be its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the Land (hereinafter called the "Successors") as if each of those executed separately Successors had this

Land Use Victoria timestamp 23/07/2019 09:44

Agreement in addition to Keilor Gateway Estate
Pty Ltd.

- (2) Without limiting the operation or effect which this Agreement has apart from this Sub-clause, the Owner shall ensure that its Successors;
  - (a) give effect to and do all acts and sign all documents as to require them to give effect to this Agreement; and
  - (b) execute under seal a Deed agreeing to be bound by the terms of this Agreement thereupon this Agreement i f continue executed by Successors as well as by the parties hereto and as if the Successors' names appeared in each place in which the name οf the Owner appears and additional to the name of the Owner.
- (3) The obligations imposed on the Owner by Sub-Clause (2) shall be suspended for such time as there appears a memorandum of this Agreement in the Register Book at the Office of the Registrar of Titles.
- or otherwise another person may become liable for the obligations of the Owner under this Agreement, Keilor Gateway Estate Pty Ltd shall not cease to be liable to comply with this Agreement until such compliance shall have been

discharged by performance of the obligation or by specific discharge by the Council.

20. Each of the Council and the Owner shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL OF THE MAYOR	)
COUNCILLORS AND CITIZENS OF S	THE (
CITY OF KEILOR was hereunto	{
affixed in the presence of:-	Ś
Diviso Ae	Mayor
C. Jourbards'	Councillor
Chare	Municipal Clerk

THE COMMON SEAL of KEILOR GATEWAY

ESTATE PTY LTD (ACN 007 089 303)

was hereunto affixed in accordance

with its Articles of Association

in the presence of:

Director

Secretary



Delivered by LANDATA®. Land Use Victoria timestamp 23/07/2019 09:44 Page 29 of 31

Delivered by LANDATA®. Land Use Victoria timestamp 23/07/2019 09:44 Page 30 of 31

COLOUR CODE = Yellow G= Green V= Orange
BL=Blue BR=Brown CH=Cross Hatched
R=Red P=Purple PK=Pink H=Hatched



KEILOR GATEWAY **ESTATE** SCALE : 1:2500

REF : 2601

STACE	1073	1811
37468	10 L011	3 455 #1
37456 \$	11 LOTS	3 1/2 He
SIAGE )	37 1013	1 031 Ha
STACE 64	17 1015	LIGHT NA
51462 00	20 1025	2 509 Ha
31aCt 5	31 1015	1
31462 \$	31 1013	2716 Re
STAGE 4	31 L019	3 958 Br
51 aCE 64	It tols	4 976 He
STAGE 7	\$1 to15	1884 Ms
STACE .	14 L015	3142 H.
37466 1	33 LO15	3 430 Ha
31108 104	2001013	2 928 No.
HTAGE IDD	39 LOTS	3 381 Hs
STAGE (OC	31 L013	2 405 He
STACE 100	30 L019	3 PAF II.
31461 11	20 1015	2 802 Na
21 1GE 12	er tors	7 150 He
STAGE 13	50 FOLD	2 651 He
STAGE 14	32 10/5	4 742 Hs
STAGE IS	10 6073	1546 (1)



brassa pilit dinos pty 41d 1 sifrad stead, Jaustown, ele 5127 818 8191

CALDER PARK DRIVE SHALL BE STAGE CONSTRUCTED BASICALLY

IN ACCORDANCE WITH THIS PLAN

elivered by LANDATA®. Land Use Victoria timestamp 23/07/2019 09:44 Page 31 of 31

Amended as to part Vol 10253 Fol 231 232 U16318 A 12 DEC 1995



Amended as to part Va 1084 FOL 925 US6754T 24 JAN 1996



## **2018-19 Annual Rates and Charges Fourth Instalment Reminder Notice**

For the Period 1 July 2018 to 30 June 2019



MR S JOSEPH & MS G MATTHEW 2 MORDAUNT DR HILLSIDE VIC 3037



030

## R0\_49092

#### Brimbank City Council PO Box 70 SUNSHINE VIC 3020 ABN 35 915 117 478



18 Apr 2019

#### **Tax Invoice**

Date of Issue

Assessment No. 0864363

#### **Rate Enquiries**

Monday to Friday 8.45am - 5pm Phone: 03 9249 4000 Fax: 03 9249 4351 TTY: 03 9249 4999

**Web:** www.brimbank.vic.gov.au Email: info@brimbank.vic.gov.au

#### Property 2 MORDAUNT DR HILLSIDE VIC 3037 LOT 1 PLN 426776

**Valuations** 

**Net Annual Value** 

Valuation Effective Date

Capital Improved Value \$409,000 Site Value \$318,000

\$20,450

01 January 2018

#### **Instalment 4**

Due 31 May 2019 \$372.00

#### **Particulars of Rates and Charges:**

4th Instalment 2018/2019 due 31 May 2019

\$372.00

#### **Total Balance Rates and Charges 2018/2019**

\$372.00

Late payments will attract interest at 10%

Any arrears, interest and legal costs are overdue and must be paid immediately.

Postal delays will not be accepted as an excuse for late payment.

Payments made on or after 08 April 2019 may not have been deducted from this account.

#### Payment options (More payment options overleaf). Please return this section if paying by mail.



#### Online

Visit the Brimbank City Council website www.brimbank.vic.gov.au



Biller Code: **93948** Ref: 0000 0864 363

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account

More info: bpay.com.au
BPAY this payment via Internet or phone
banking.
BPAY View - View and pay this bill using

internet banking.

BPAY View Registration No.: 0000 0864 363



For emailed notices: brimbank.enotices.com.au Reference No: 462C809EAL



Billpay Code: **0355** Ref: 8643 63

Pay in-store at Australia Post, by phone 13 18 16 or online at auspost.com.au/postbillpay



\*355 864363



Assessment No: 0864363

Amount Payable \$372.00

Payment Due by 31 May 2019

Council Use Only



#### GO TO BRIMBANK.ENOTICES.COM.AU

## SEE FRONT OF NOTICE FOR YOUR ENOTICE REFERENCE NUMBER



#### \ I

#### **Direct Debit - New Applications**

Register for direct debit using your bank account, Visa, or MasterCard at **brimbank.enotices.com.au**. If you require a specific payment arrangement or have any issues please contact Customer Service on (03) 9249 4000.



#### **Valuation Query**

The property described in the Rate and Valuation notice has been valued as set out in the front of the 2018/19 Rate Notice.

Sections 16, 17 &. 18 of the Valuation of Land Act 1960 (as amended), provides that where a notice of valuation has been given by a Council, any persons who object against the valuation must lodge their objection with the Council within two months of the date of issue of the Rate and Valuation notice.

Should you have any queries relating to your valuation or wish to object to a valuation, please visit

brimbank.enotices.com.au



#### **Reprinted Notices**

To view and reprint your notices register at **brimbank.enotices.com.au**. You can extract a PDF copy at any time.



#### Change Of Address/ownership

To request a change of ownership, go to **brimbank.enotices.com.au**. A Notice of Acquisition of an Interest in Land must be received within one month of the disposal or purchase of the property.



#### **Pensioner Concessions**

A person holding a current Pension Concession Card may be entitled to a Government rebate (maximum \$229.40) from their council rates. Council also provides a \$25.00 rebate to eligible recipients. A further \$50.00 rebate is applied against the Fire Services Property Levy. Please visit **brimbank**. **enotices.com.au** and enter a request prior to 30 June 2019, being the close off period for the 2018/2019 rating year.

If a rebate appears on the front of your Rate and Valuation notice you need not reapply.

#### When to pay

Four instalments must be paid by the dates listed on the front page of this notice. Any arrears and interest owing will be included in the first instalment. Instalment notices will be issued no less than 14 days prior to each instalment.

If you are unable to pay an instalment by its due date you should contact the Revenue/Rating Department immediately on receiving your notice to make a suitable payment agreement. Council's Hardship policy and Hardship application form are available on the Council's website. Interest relief may be granted to eligible applicants.

#### Interest penalties for late payment

Any instalment payment not received by Council on or by the due date will be charged interest from the due date of that instalment. Interest will continue to accrue until the outstanding amount and interest are paid in full. The interest rate to be charged is set under the Penalty Interest Rates Act 1983. The rate to apply for this financial year is 10% per annum.

#### Legal Action

Should rates be overdue legal proceedings may be issued against you to recover the rates and charges, interest thereon and legal costs without notice. If the rates and charges are owing for a period longer than three years and have not been deferred, the Council may, subject to S181 of the Local Government Act 1989, sell the property to recover monies outstanding.

#### **Appeal against rate**

If you are aggrieved by any such matters included or omitted from any rate or charge other than in respect of the assessment value of the ratable property any person may, within 60 days of issue of the Rate and Valuation notice, give notice in writing to the Council of the intention to appeal to the County Court in the manner set out in S184 of the Local Government Act 1989.

#### State Government Rates Cap Compliance Statement

Council has complied with the Victorian Government's rates cap of 2.25 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

#### **Any questions?**

Monday to Friday 8.45am - 5pm

Phone: 03 9249 4000 Fax: 03 9249 4351 TTY: 03 9249 4999

Web: www.brimbank.vic.gov.au

**Brimbank Language Link** 



9209 0140

Local call costs apply

#### **Payment options continued**



#### **Direct Debit**

For Direct Debit go to brimbank.enotices.com.au

See front of notice for your eNotice reference number.



#### Telephone

To pay using Visa or Master Card call: 1300 798 193 to pay via secure pay 13 18 16 to pay via Post Billpay



#### By Mail

Brimbank City Council PO Box 70 Sunshine 3020

Council will not be responsible for late postal deliveries



#### In Person

At Council's customer service centres

#### Sunshine

301 Hampshire Road, Sunshine

#### Sydenham

Station Street, Taylors Lakes (located within Sydenham Library)

#### Keilor

704B Old Calder Highway, Keilor





'Brimbank Chat' is the latest and one of the easiest ways to contact Council's customer service team.

The live chat feature is an easy way for you to ask a question or get advice from Council about our services.

The recently launched website feature provides easy access to Council's customer service team from Monday to Friday between 8.45am to 4.45pm.

In addition to visiting a customer service centre, emailing or calling, 'Brimbank Chat' provides another way for our community to reach us.

As a responsive Council, we have listened to community feedback and delivered a service that's easy to use and provides an alternate way to get in touch with us about Council services.

When accessing the feature look for the 'Brimbank Chat' icon on the right hand side of Council's website.

What's great is that you will always chat to a person and not a robot or a non-Council staff member located offshore.

Council is committed to providing accessible and timely services that meet the needs of our diverse community.

Remember to access Council's online reporting tool 'Report It', if you see something out of order. Let us know and Report It.

Any issues of an urgent nature that occur after business hours should be reported to the After Hours service on 9249 4000.





**Brimbank** 

City Council

Want to stay on top of what's happening in Brimbank? Subscribe to Council's monthly e-newsletter!

Brimbank View brings you news about what's happening in Brimbank, and what you can get involved in.

Subscribe at

brimbank.vic.gov.au/bvsubscribe

#### Have your say

We want to hear from you. To view current consultations and have your say, please visit brimbank.vic.gov.au/havevoursav or call **9249 4000**.

#### Help us sort it. Report it!

You can report an issue or request a service online with Report It - the easyto-use online reporting tool. It's a great alternative to sending an email, calling or visiting a Council customer service

Each year, Council receives more than 155,000 service queries. The new online tool simplifies the process and helps community members report issues including vandalism of street furniture, litter, dumped rubbish, abandoned vehicles, or any concerns relating to parks, roads, footpaths, pets and graffiti.

You can keep up to date with your service request by opting to receive a text message or email, to inform you of its progress.



**#WEAREBRIMBA** 

# RECYCLE YOUR FOOD SCRAPS - CUT YOUR RUBBISH IN HALF!



The new Home Composting Program makes it easier and inexpensive to compost and manage your food and garden waste at home, and reduce the volume of food waste sent to landfill.

Food waste accounts for nearly half the content of the average household's kerbside bin.

Keeping this waste out of landfill will also reduce our waste management costs.

Organic material that ends up in landfill breaks down in a way that can create harmful greenhouse gases, including methane, which contributes to climate change.

Rather than going to landfill, household food and garden waste is a useful product for our gardens. It improves soil quality, water retention levels and nutrients that support plant growth.

## The Brimbank Home Composting Program options include:

- discounted compost bins through a once-off \$50 rebate on the purchase of a compost bin (capped at 300 households per financial year);
- targeted community engagement programs; and
- packaged incentives giving residents access to discounted products and education programs.

It is estimated that every household that composts at home will divert an average of 3kg of food waste per week, or approximately 156kg per household per year.

You can also gain direct cost savings for your household by downsizing from a 140-litre garbage bin to an 80-litre garbage bin.





## NEW WAY TO GET RID OF HARD WASTE FROM JULY

A new way to get rid of hard waste is coming to Brimbank from 1 July 2019.

The new At Call Hard Waste Collection Service will replace the annual citywide kerbside hard waste collection previously offered to residents. Brimbank households can book one nocharge at call collection each financial year.

The new service will allow households to have up to four cubic metres of hard waste and two cubic metres of green waste collected from their properties at a time of year convenient to them.

Additional collections will be available at a cost to the resident.

More details about the new service and how to book a collection will be available closer to 1 July 2019.

# CAREER AND BUSINESS SUPPORT, NOW IN THE HEART OF SUNSHINE

The \$2.7 million Western Business and Education Development Hub located in the heart of Sunshine is now open.

The hub is an innovative approach to benefit the community by supporting start-ups and career support and includes:

- A learning component Brimbank Learning Futures located in the Visy Cares Hub at 80B Harvester Road Sunshine
- A business component iHarvest
   Coworking Sunshine located on level
   4 of the Brimbank Community and
   Civic Centre, and the business events
   space on level 6 of the same building

Thanks to these new facilities, members of our community can lay the foundation of their successful start-up business or they may access advice to chart their new career path.

The project received a grant of \$1.12 million from the Federal Government, \$750,000 from the State Government's Department of Education and Training and \$100,000 from LaunchVic to support the iHarvest Program. Brimbank City Council contributed \$1.57m towards the project.

## **IHARVEST COWORKING SUNSHINE**



iHarvest Coworking Sunshine is Melbourne's newest Coworking space for start-ups, entrepreneurs, freelancers and small business.

On offer is an exciting program of business mentoring, masterclasses, workshops and networking, delivered by successful start-up founders.

If you're a start-up, entrepreneur or have an idea for building your business, the iHarvest program wil have what you need.

## Contact iHarvest Coworking Sunshine to find out more!

- www.iharvestcoworking.com.au
- info@iharvestcoworking.com.au
  - 03 9249 4429
  - Level 4/301 Hampshire Road, Sunshine 3020, Victoria

COWORKING SUNSHINE

#### BRIMBANK LEARNING FUTURES

## Brimbank Learning Futures

Brimbank Learning Futures is a place where young people and others in the community can get information and services to help with learning, training and employment.

Brimbank Learning Futures has

- formal and informal learning spaces
- creative corners
- an IT suite
- a multi-purpose seminar room/ auditorium; and
- a free-range active learning space

Services being introduced will include online learning, career pathways advice, development of community partnerships and access to a team of staff to help support understanding across other cultures.

#### Contact Brimbank Learning Futures to find out more!

- 80B Harvester Road, Sunshine 3020 (in Visy Cares Hub)
- 🔀 learning@brimbank.vic.gov.au
- **9249 4116**

## PREPARING FOR E-WASTE BAN FROM 1 JULY 2019

Council will introduce new ways to dispose of electronic waste (e-waste), following the Victorian Government's state-wide ban on e-waste being sent to landfill from 1 July 2019.

From 1 July 2019, residents will be able to dispose of e-waste items at a number of drop-off points across Brimbank – at no charge. More information will be available closer to the mid-2019 ban.



#### YOUR COUNCILLORS ARE ALWAYS HAPPY TO HEAR FROM YOU

Visit **brimbank.vic.gov.au/council** for more information about your Councillors.



Cr Daniel Allan CrAllan@brimbank.vic.gov.au 0429 857 339



Cr Victoria Borg CrBorg@brimbank.vic.gov.au 0429 365 527



Cr Lucinda Congreve (Mayor) CrCongreve@brimbank.vic.gov.au 0428 887 195



Cr Sam David JP (Deputy Mayor) CrDavid@brimbank.vic.gov.au 0429 355 239



**Cr Margaret Giudice** Cr Giudice@brimbank.vic.gov.au 0428846647



Cr John Hedditch CrHedditch@brimbank.vic.gov.au 0428 811 580



Cr Bruce Lancashire
CrLancashire@brimbank.vic.gov.au
0429 637 689



**Cr Georgina Papafotiou**CrPapafotiou@brimbank.vic.gov.au
0429 727 192



Cr Duyen Anh Pham CrPham@brimbank.vic.gov.au 0429 657 643



**Cr Virginia Tachos** CrTachos@brimbank.vic.gov.au 0428 915 671



Cr Kim Thien Truong
CrTruong@brimbank.vic.gov.au
0429 637 601

#### **CONTACT US**

Telephone 9249 4000





#### WHAT'S ON

Visit brimbank.vic.gov.au/events

Black Powder Mill Open Day Saturday 4 May 2019, 10.30am-3.30pm

Black Powder Mill Meeting point: Corner Parklea Ave & Grassy Point Rd, Cairnlea, 3023 (Mel Ref 25 F6)

Welcome to the heritage-listed restored Black Powder Mill. Hear the history of Gunpowder and the production of explosives in Deer Park and why the Mill is in Cairnlea. See the Mill machinery in operation. Enjoy coffee, tea and a chat with friends of the Black Powder Mill Incorporated.

With talks at 11am & 1.30pm including the re-enactment firing of 19th century firearms using Black Powder.

Inquiries: SMS 0429 203 895 Email: foford54@tpg.com.au

#### Bowery Theatre Princess Street, St Albans

The 200-seat Bowery Theatre in St Albans has an exciting line-up of quality performances and exhibitions including cabaret, cultural performances and theatre for young and old. Come along and enjoy a great night out, close to home. For upcoming shows and to book tickets, visit bowerystacc.com.au or call 9249 4600.

#### Discover Learning

Try a yoga class, learn how to paint or go to story time at a library. Find out about hundreds of free and low cost programs, classes and courses offered at community centres, libraries and recreation centres in Brimbank by visiting Discover Learning at learning.brimbank.vic.gov.au

#### iHarvest Coworking Sunshine

A program of business mentoring, masterclasses, workshops and networking delivered by successful start-up founders. Ideal for start-ups, entrepreneurs, freelancers and businesses.

More information on iharvestcoworking.com.au Register for events at iharvest3020.eventbrite.com

Got a question? Talk online to Council's customer service staff via Brimbank Chat Another easy way to get in touch with us



S JOSEPH & G MATHEW 2 MORDAUNT DRIVE HILLSIDE VIC 3037

# AMOUNT DUE \$147.10 PLEASE PAY BY 24 MAY 2019

#### My account number is

## 1250 3413 5149

Invoice No.			T509618180
Service Add	ress		<b>Drive Hillside</b> ot 1 Plan 426776
Issue Date			3 May 2019
Emergencies	(24 hours)		132 642
Enquiries (8.3	30am-5.00p	om Mon-Fri)	131 691
Interpreter S	ervice		9313 8989
Payment diff A number of paym		orograms are availab	131 691
Mail	Locked	l Bag 350 Sun	shine Vic 3020

ABN 70 066 902 467

citywestwater.com.au

## Account summary

<b>e</b>	PREVIOUS BILL	\$147.10
	RECEIVED	\$147.10
	BALANCE	\$0.00
	NETWORK CHARGES	\$121.92
*	OTHER CHARGES	\$25.18
	PLEASE PAY	\$147.10

Page 1 of 4 F-D-000798-0001/0002-1-000000-R-A001723354

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## Our promise to you

### Introducing our new Residential Customer Charter

We would love you to know more about our 2018-2023 Residential Customer Charter. The charter explains our commitment to providing safe and reliable drinking water, recycled water services (where available) and wastewater services. It also sets out our guaranteed service levels.

Find out more, citywestwater.com.au/rescharter



## Details of charges - Residential

**Previous Bill** Previous bill \$147.10 **Payments Received** 26/02/2019 -\$147.10 \$0.00 **BALANCE FORWARD Network Charges** Water Network Charge (01/04/2019 to 30/06/2019) \$57.79 Sewerage Network Charge (01/04/2019 to 30/06/2019) \$64.13 \$121.92 **TOTAL NETWORK CHARGES** Other Charges Waterways & Drainage Charge (01/04/2019 to 30/06/2019) \$25.18 \$25.18 **TOTAL OTHER AUTHORITIES' CHARGES** \$147.10 FINAL TOTAL, PLEASE PAY THIS AMOUNT

Visit citywestwater.com.au or call 131 691 for more details about these charges

Waterways & Drainage Charge

This charge is collected on behalf of Melbourne Water, who use the funds to protect and improve the health of rivers and creeks and to provide regional drainage services including flood protection and flood warning

## Bill payment and Concession Information

Are you eligible for a concession on your account?

If you hold a current Health Care, Pension Concession or Gold Card and are not receiving your entitlements, please call us on 131 691 or visit

citywestwater.com.au/concessions

Amounts not paid in full may accrue interest.

Until 30 June 2019, the applicable interest rate is 5.0% per annum, which may be applied to any outstanding balance from the due date until the date it is paid.

#### Need help paying your bill?

We're committed to providing support to customers facing hardship. We offer hardship and water efficiency programs and support customers to access concessions, utility relief grants and, where appropriate, free financial counselling.

The right of City West Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Page 2 of 4

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Service Address: 2 Mordaunt Drive Hillside

DATE PAID

AMOUNT PAID

RECEIPT NO

My account number is 1250 3413 5149

S Direct Debit: citywestwater.c

**Direct Debit: Call 131 691** to request a form or visit citywestwater.com.au

Mail: Post

Mail: Post this slip with your cheque payable to:
City West Water, PO Box 262, Richmond VIC 3121



**Credit Card: Call 131 971** or go to **citywestwater.com.au** to pay up to \$10,000 by Visa or Mastercard

vis

your bill, call our City West Water assist team on 131 691 to set up a payment plan or visit citywestwater.com.au/ billhelp for more details.

**Payment Assistance** 

If you're finding it hard to pay



Biller Code: **8789**Ref: **1250 3413 5149** 

**Telephone and Internet Banking - BPAY®:** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

billpay

Billpay Code: 0362 Ref: 1250 3413 5149

Post BillPay: Pay in person at any Post Office or agency or Call 131 816 or go to www.postbillpay.com.au





\*362 125034135149

#### **Welcome to Cascade**



Even after 15 years in the water industry I still catch myself thinking about the journey water has been on when it appears at the turn of the tap and flows clear.

Our high quality water is sourced from catchments to the north and east of Melbourne and travels through hundreds of kilometres of pipes direct to each of us in our homes and businesses — it's quite a journey and one we wanted to share with you.

In this edition of Cascade we've put together some interesting facts about what we do and who we support.

You might be surprised by what goes into delivering high quality water and wastewater services.

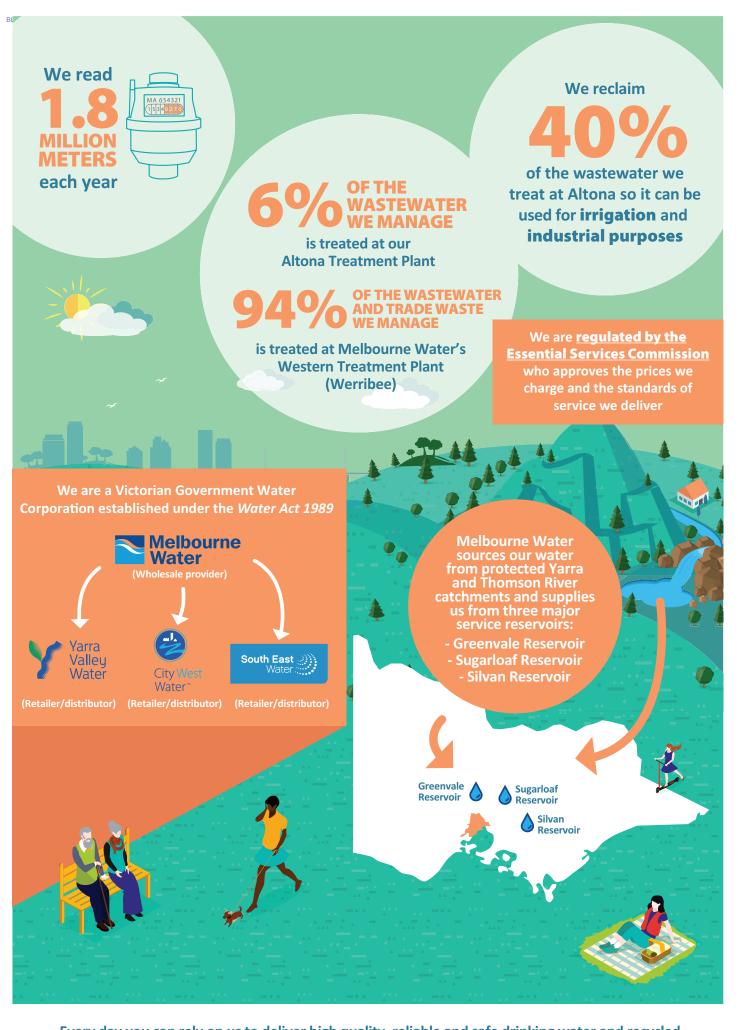
We hope you enjoy the read and maybe next time you turn on the tap, you too might stop and think about the journey your water has been on to get to you.

#### OUR PROMISE TO YOU Introducing our 2018-2023 Residential Customer Charter

Our charter explains our commitment to providing safe and reliable drinking water, recycled water services (where available) and wastewater services. It also sets out our guaranteed service levels. To find out more visit:

citywestwater.com.au/rescharter





Every day you can rely on us to deliver high quality, reliable and safe drinking water and recycled water (where available), wastewater services and trade waste services. To find out more about our service commitment and improvements visit us at citywestwater.com.au/customersfirst



#### Property Report from www.land.vic.gov.au on 02 August 2019 11:19 AM

Address: 2 MORDAUNT DRIVE HILLSIDE (GREATER MELBOURNE) 3037

Lot and Plan Number: Lot 1 PS426776 Standard Parcel Identifier (SPI): 1\PS426776

Local Government (Council): BRIMBANK Council Property Number: 864363

**Directory Reference: Melway** 356 K2

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

#### State Electorates

Legislative Council: WESTERN METROPOLITAN

**Legislative Assembly: SYDENHAM** 

**Utilities** 

Rural Water Corporation: Southern Rural Water Melbourne Water Retailer: City West Water Melbourne Water: inside drainage boundary

Power Distributor: JEMENA (Information about choosing an electricity retailer)

**Planning Zone Summary** 

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)

Planning Overlay: <u>DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)</u>

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

Planning scheme data last updated on 29 July 2019.

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 <u>Planning Schemes Online</u>

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 <u>Titles and Property Certificates</u>

The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

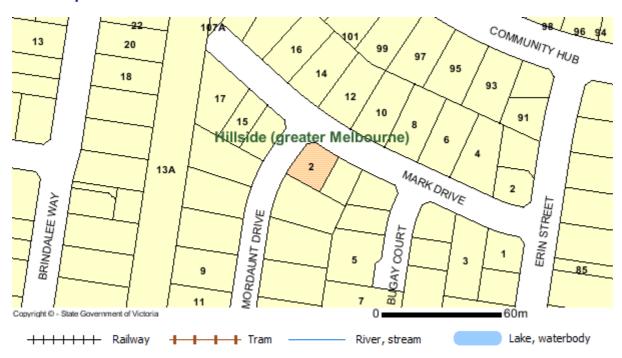
For other information about planning in Victoria visit www.planning.vic.gov.au

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#### **Area Map**



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Read the full disclaimer at <a href="www.land.vic.gov.au/home/copyright-and-disclaimer">www.land.vic.gov.au/home/copyright-and-disclaimer</a>



From www.planning.vic.gov.au on 02 August 2019 11:20 AM

#### **PROPERTY DETAILS**

2 MORDAUNT DRIVE HILLSIDE (GREATER MELBOURNE) 3037 Address:

Lot and Plan Number: Lot 1 PS426776 1\PS426776 Standard Parcel Identifier (SPI): Local Government Area (Council): **BRIMBANK** 

www.brimbank.vic.gov.au

864363 Council Property Number: Planning Scheme: **Brimbank** 

planning-schemes.delwp.vic.gov.au/schemes/brimbank

**Directory Reference:** Melway 356 K2

**UTILITIES** 

**Southern Rural Water Rural Water Corporation:** 

Melbourne Water Retailer: **City West Water** 

Melbourne Water: inside drainage boundary

Power Distributor: **JEMENA** 

#### **STATE ELECTORATES**

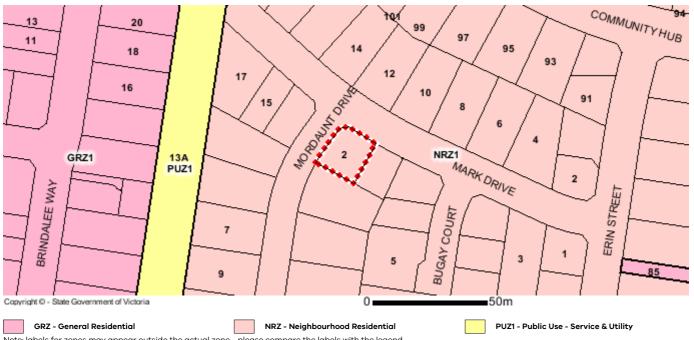
Legislative Council: **WESTERN METROPOLITAN** 

Legislative Assembly: SYDENHAM

#### **Planning Zones**

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



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

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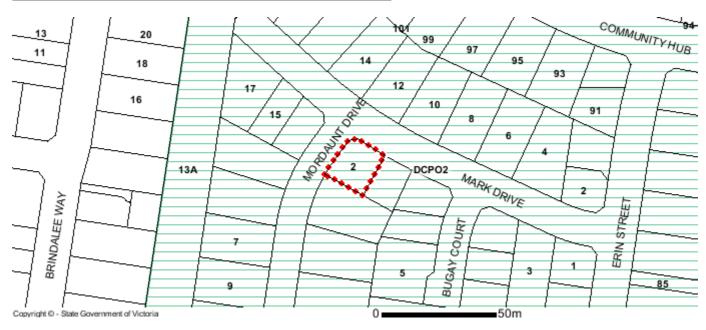
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#### **Planning Overlay**

#### **DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)**

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



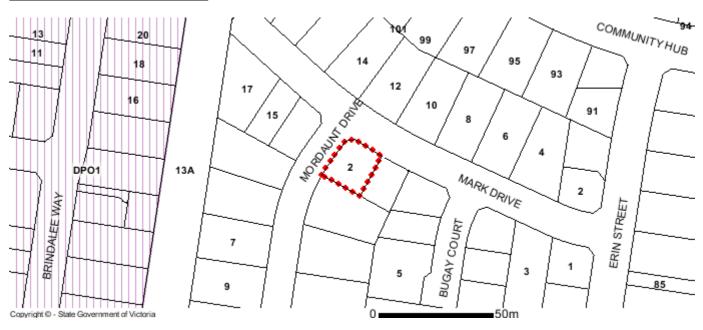
#### DCPO - Development Contributions Plan

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

#### **DEVELOPMENT PLAN OVERLAY (DPO)**



DPO - Development Plan

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

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#### **Further Planning Information**

Planning scheme data last updated on 29 July 2019.

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 <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>

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 http://mapshare.maps.vic.gov.au/vicplan For other information about planning in Victoria visit <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>

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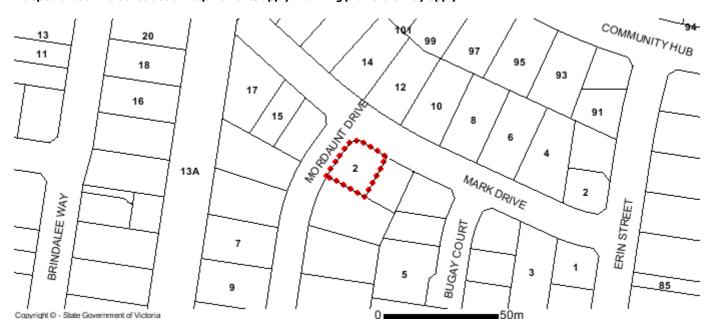
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#### **Designated Bushfire Prone Area**

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



Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <a href="http://mapshare.maps.vic.gov.au/vicplan">http://mapshare.maps.vic.gov.au/vicplan</a> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au

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#### 32.09 NEIGHBOURHOOD RESIDENTIAL ZONE

31/07/2018 VC148

Shown on the planning scheme map as NRZ with a number (if shown).

#### **Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To recognise areas of predominantly single and double storey residential development.

To manage and ensure that development respects the identified neighbourhood character, heritage, environmental or landscape characteristics.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

#### 32.09-1 Neighbourhood character objectives

27/03/2017 VC110

A schedule to this zone must contain the neighbourhood, heritage, environment or landscape character objectives to be achieved for the area.

#### 32.09-2 Table of uses

26/10/2018 VC152

#### Section 1 - Permit not required

Use	Condition
Animal keeping (other than Animal boarding)	Must be no more than 2 animals.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence.
	At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres.
	Must be located in an existing building.
	The site must adjoin, or have access to, a road in a Road Zone.
	Must not require a permit under Clause 52.06-3.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres.
	The site must adjoin, or have access to, a road in a Road Zone.
	Must not require a permit under Clause 52.06-3.
Railway	

Use	Condition
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Tramway	
Any use listed in clause 62.01	Must meet the requirements of Clause 62.01.

#### Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dependent person's unit, Dwelling, Residential aged care facility and Rooming house)	
Agriculture (other than Animal keeping, Animal production, Animal training, Apiculture and Horse stables)	
Animal keeping (other than Animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Road Zone.
Convenience restaurant	The site must adjoin, or have access to, a road in a Road Zone.
Convenience shop	The leasable floor area must not exceed 80 square metres.
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Market  Place of assembly (other than Amusement parlour, Carnival, Circus, Nightclub and Place of worship)	
Place of assembly (other than Amusement parlour,	
Place of assembly (other than Amusement parlour, Carnival, Circus, Nightclub and Place of worship)	The site must either:
Place of assembly (other than Amusement parlour, Carnival, Circus, Nightclub and Place of worship) Plant nursery	The site must either:  Adjoin a commercial zone or industrial zone.
Place of assembly (other than Amusement parlour, Carnival, Circus, Nightclub and Place of worship) Plant nursery	

Use	Condition
	■ 3000 square metres.
	<ul> <li>3600 square metres if it adjoins on two boundaries a road in a Road Zone.</li> </ul>
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Road Zone.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

#### Section 3 - Prohibited

#### Use

**Amusement parlour** 

**Animal boarding** 

Animal production (other than Grazing animal production)

**Animal training** 

**Brothel** 

Cinema based entertainment facility

Horse stables

Industry (other than Car wash)

Motor racing track

**Nightclub** 

Office (other than Medical centre)

Retail premises (other than, Convenience shop, Food and drink premises, Market and Plant nursery)

Saleyard

Stone extraction

**Transport terminal** 

Warehouse (other than Store)

#### 32.09-3

31/07/2018 VC148

#### **Subdivision**

#### Permit requirement

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

A schedule to this zone may specify a minimum lot size to subdivide land. Each lot must be at least the area specified for the land, except where an application to subdivide land is made to create lots each containing an existing dwelling or car parking space, where an application for the existing dwelling or car parking space was made or approved before the approval date of the planning scheme amendment that introduced this clause 32.09 into the planning scheme.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

#### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where:	Clause 59.01
■ The area of either lot is reduced by less than 15 percent.	
■ The general direction of the common boundary does not change.	
Subdivide land into lots each containing an existing building or car parking space where:	Clause 59.02
■ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.	
<ul> <li>An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.</li> </ul>	
Subdivide land into 2 lots if:	Clause 59.02
■ The construction of a building or the construction or carrying out of works on the land:	

Class of application	Information
	requirements and
	decision guidelines

- Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
- Has started lawfully.
- The subdivision does not create a vacant lot.

#### 32.09-4 15/05/2018 VC143

#### Construction or extension of a dwelling or residential building

#### Minimum garden area requirement

An application to construct or extend a dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling or residential building on a lot if:
  - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
  - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.09-4 on the approval date of Amendment VC110.

#### 32.09-5 31/07/2018 VC148

#### Construction and extension of one dwelling on a lot

#### Permit requirement

A permit is required to construct or extend one dwelling on:

- A lot of less than 300 square metres.
- A lot of less than the lot size specified in a schedule to this zone.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with one dwelling on:
  - A lot of less than 300 square metres, or
  - A lot of less than the lot size specified in a schedule to this zone, and
- The fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

#### No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

#### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information
	requirements and decision guidelines

Construct an outbuilding or extend a dwelling if the development:

Clause 59.14

- Meets the minimum garden area requirement of Clause 32.09-4.
- Does not exceed a building height of 5 metres.
- Is not visible from the street (other than a lane) or a public park.
- Meets the requirements in the following standards of Clause 54:
  - A10 Side and rear setbacks.
  - A11 Walls on boundaries.
  - A12 Daylight to existing windows.
  - A13 North-facing windows.
  - A14 Overshadowing open space.
  - A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling.

Clause 59.03

## **32.09-6** 31/07/2018

## Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

#### Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55.

A permit is not required to construct one dependent person's unit on a lot.

#### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03

#### **Transitional provisions**

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

#### 32.09-7 Requirements of Clause 54 and Clause 55

27/03/2017 VC110

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

#### 32.09-8 26/10/2018 VC152

#### Residential aged care facility

#### Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

#### 32.09-9 26/10/2018 VC152

#### Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.09-2.

#### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information
	requirements and
	decision guidelines

Construct a building or construct or carry out works with an estimated cost of up Clause 59.04 to \$100.000 where:

- The building or works is not associated with a dwelling.
- The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes:
  - A10 Side and rear setbacks.
  - A11 Walls on boundaries.
  - A12 Daylight to existing windows.
  - A13 North-facing windows.
  - A14 Overshadowing open space.
  - A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

#### 32.09-10 26/10/2018 VC152

#### Maximum building height requirement for a dwelling or residential building

A building must not be constructed for use as a dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 9 metres; and
- the building must contain no more than 2 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed
  the building height or contain a greater number of storeys than the lower of the existing buildings
  on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

#### Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

#### 32.09-11 Application requirements

26/10/2018 VC152

An application must be accompanied by the following information, as appropriate:

- For a residential development, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses, including siting and dimensioned setbacks.
  - The building form and scale.
  - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

#### 32.09-12 Exemption from notice and review

26/10/2018 VC152

#### **Subdivision**

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

#### 32.09-13 Decision guidelines

26/10/2018 VC152

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

#### General

The Municipal Planning Strategy and the Planning Policy Framework.

- The purpose of this zone.
- The objectives set out in the schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy facilities on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

#### **Subdivision**

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

#### **Dwellings and residential buildings**

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55.

#### Non-residential use and development

In the local neighbourhood context:

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

#### 32.09-14 Signs

26/10/2018 VC152

Sign requirements are at Clause 52.05. This zone is in Category 3.

#### 32.09-15 Transitional provisions

26/10/2018 VC152

The minimum garden area requirements of Clause 32.09-4 and the maximum building height and number of storeys requirements of Clause 32.09-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
  - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.

- A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
- A building surveyor is satisfied, and certifies in writing, that substantial progress was made
  on the design of the construction or extension of a dwelling or residential building before
  the approval date of Amendment VC110. A building permit must be issued within 12 months
  of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.09-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

#### 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

31/07/2018 VC148

Shown on the planning scheme map as **DCPO** with a number.

#### **Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

#### 45.06-1 Development contributions plan

19/01/2006 VC37

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions
  or requirements set out in the relevant schedule to this overlay.

#### 45.06-2 Preparation of a development contributions plan

19/01/2006 VC37

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

#### **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.

(04/10/2016)



Do you understand your obligations to manage weeds and pest animals?

#### Can you build new dwellings?

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

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

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

#### Soil and groundwater contamination

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

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

#### Land boundaries

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

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

#### **Planning controls**

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

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

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

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

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

#### Safety

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

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

#### **Building permits**

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

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

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

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

#### Utilities and essential services

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

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

#### Buyers' rights

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

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