

# Contract of Sale of Land

Property:

**10 Rita Crescent, Brookfield VIC 3338**

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2024

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

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

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2024

**Print names(s) of person(s) signing:** KHADIJA ALSABAWI and YOUSSEF SABAWI

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

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

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# Particulars of Sale

## Vendor's estate agent

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Vendor

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Purchaser's estate agent

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot		on plan
Volume	12447	Folio	501	PS 820066V

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 10 Rita Crescent, Brookfield VIC 3338

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

**Payment**

Price \$  
Deposit \$ by (of which has been paid)  
Balance \$ payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)**is due on**

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

Loan amount: no more than

Approval  
date:

### Building report

- ☐ General condition 21 applies only if the box is checked

### Pest report

- ☐ General condition 22 applies only if the box is checked

## Special Conditions

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

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

### 1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
  - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
  - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
  - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
  - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
  - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued.

### WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
  - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
  - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
  - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
  - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

### CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
  - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
  - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
  - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
  - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

## **2. Default not remedied**

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 2.1. Interests on any loan secured on the property from the original settlement date until the property can settle.
- 2.2. Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 2.3. Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

## **3. Extension/Variation request**

- 3.1. The Purchaser shall pay to the Vendor's representative the sum of \$220.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.
- 3.2. Should the purchaser seek an extension or variation to the due date for settlement as set out in the particulars of this Contract, it is requisite that the purchaser compensates the vendor's representative with \$220.00 at the time of settlement for each request made.

## **4. Rescheduled Settlement**

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

## **5. GC 23 – special condition**

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

## **6. GC 28 – special condition**

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



# General Conditions

## 1 ELECTRONIC SIGNATURE

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

## 2. LIABILITY OF SIGNATORY

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

## 3. GUARANTEE

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

## 4. NOMINEE

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

**Title**

## 5. ENCUMBRANCES

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

## 6. VENDOR WARRANTIES

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

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

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

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

## **8. SERVICES**

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

## 11. RELEASE OF SECURITY INTEREST

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

includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

## Money

### 14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

However, unless otherwise agreed:

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

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

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

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

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

## **15. DEPOSIT BOND**

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

## **16. BANK GUARANTEE**

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

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

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

## **17. SETTLEMENT**

17.1 At settlement:

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

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

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

## **18. ELECTRONIC SETTLEMENT**

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.



- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## **20. LOAN**

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. PEST REPORT**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **23. ADJUSTMENTS**

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

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

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

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

## **25. GST WITHHOLDING**

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## **Transactional**

### **26. TIME & CO OPERATION**

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### **27. SERVICE**

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's

legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

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

## **28. NOTICES**

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

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

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

### **32. BREACH**

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

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

### **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

- (i) the default is remedied; and
- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **35. DEFAULT NOT REMEDIED**

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

35.2 The contract immediately ends if:

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

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

# Vendor Statement

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

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

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

Land	10 RITA CRESCENT, BROOKFIELD VIC 3338
------	---------------------------------------

Vendor's name	Date
	/ /
Vendor's signature	
Vendor's name	Date
	/ /
Vendor's signature	

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



## 1. FINANCIAL MATTERS

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

Their total does not exceed:

\$5,000.00

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

\$0.00

To

Other particulars (including dates and times of payments):

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 100
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☒

### 3.4 Planning Scheme

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 2

VOLUME 12447 FOLIO 501

Security no : 124120425693L  
Produced 05/12/2024 03:42 PM

### LAND DESCRIPTION

Lot 36 on Plan of Subdivision 820066V.  
PARENT TITLE Volume 10059 Folio 216  
Created by instrument PS820066V 10/01/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
KHADIJA ALSABAWI  
YOUSSEF SABAWI both of 39 ROCKY PASSAGE ROAD REDLAND BAY QLD 4165  
AY234713A 23/07/2024

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY234714X 23/07/2024  
MORTGAGE HOUSE CAPITAL FUNDING NO.1 PTY LTD

COVENANT PS820066V 10/01/2023  
Expiry Date 30/06/2025

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  
R052291T 18/10/1990

AGREEMENT Section 173 Planning and Environment Act 1987  
AF768591X 09/04/2008

AGREEMENT Section 173 Planning and Environment Act 1987  
AW236410B 04/11/2022

### DIAGRAM LOCATION

SEE PS820066V FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY234711E (E)	DISCHARGE OF MORTGAGE	Registered	15/08/2024
AY234712C (E)	TRANSFER	Registered	15/08/2024
AY234713A (E)	TRANSFER	Registered	15/08/2024
AY234714X (E)	MORTGAGE	Registered	15/08/2024
AY290675N	REMOVAL OF ENCUMBRANCE	Registered	15/08/2024

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

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

Street Address: 10 RITA CRESCENT BROOKFIELD VIC 3338

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

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Page 2 of 2

### **ADMINISTRATIVE NOTICES**

NIL

eCT Control 25824J GREEN MORTGAGE LAWYERS  
Effective from 15/08/2024

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS820066V</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>05/12/2024 15:42</b>

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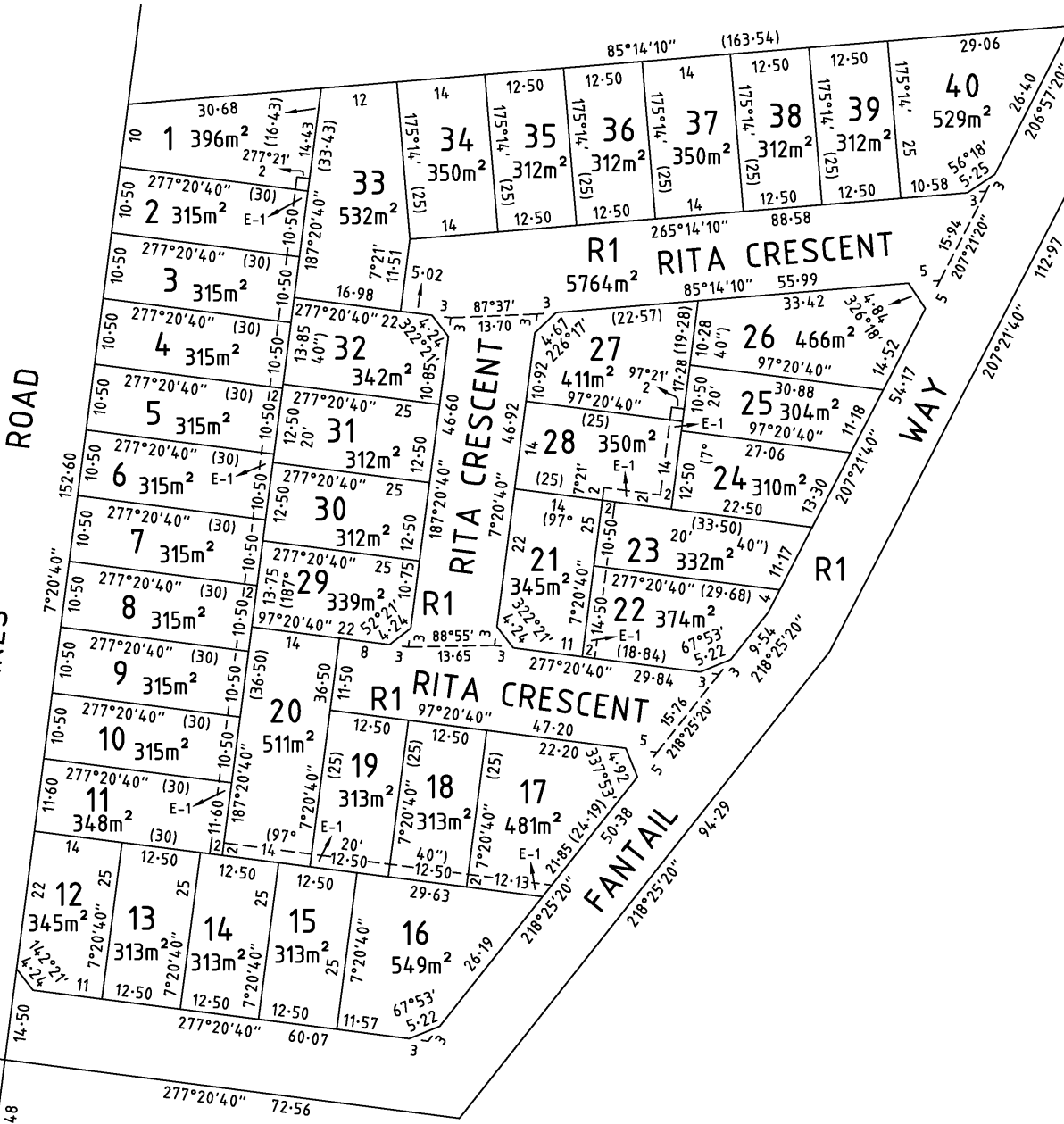
<h1>PLAN OF SUBDIVISION</h1>			<b>EDITION 1</b>	<h1>PS820066V</h1>
<b>LOCATION OF LAND</b>  <b>PARISH:</b> DJERRIWARRH <b>TOWNSHIP:</b> — <b>SECTION:</b> 3 <b>CROWN ALLOTMENT:</b> A (PART) <b>CROWN PORTION:</b> — <b>TITLE REFERENCE:</b> VOL. 10059 FOL. 216  <b>LAST PLAN REFERENCE:</b> PS305153A (LOT 2) <b>POSTAL ADDRESS:</b> 350 CLARKES ROAD (at time of subdivision) BROOKFIELD 3338  <b>MGA CO-ORDINATES:</b> E: 283 600 ZONE: 55 (of approx centre of land in plan) N: 5823 300 GDA 94			Council Name: Melton City Council  Council Reference Number: Sub5466 Planning Permit Reference: PA2011/3048 SPEAR Reference Number: S146486S  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Michelle Hutchings for Melton City Council on 03/08/2020  <b>Statement of Compliance</b> issued: 06/12/2022	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		FOR RESTRICTIONS AFFECTING LOTS 1 TO 40 (BOTH INCLUSIVE) SEE CREATION OF RESTRICTION ON SHEET 3.  <b>WARNING:</b> The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958.	
ROAD R1	MELTON CITY COUNCIL			
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION: DOES NOT APPLY</b>				
This is a SPEAR plan. <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. PA2011/3048  <b>SURVEY:</b> This plan is based on survey. This survey has been connected to permanent marks No(s). 140, 749 & 750 In Proclaimed Survey Area No. —  <div style="border: 1px solid black; padding: 2px; font-size: small;">                         Estate:                          No. of Lots: 40                          PHASE AREA: 2ha                     </div>				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	THIS PLAN	MELTON CITY COUNCIL
<b>Beveridge Williams</b> development & environment consultants  Melbourne ph : 03 9524 8888  <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a>		<b>SURVEYORS FILE REF:</b> 1701580 1701580-PS-V5.DWG  Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (5), 13/12/2019, SPEAR Ref: S146486S		<b>ORIGINAL SHEET SIZE:</b> A3  <b>PLAN REGISTERED</b> TIME: 8:22pm DATE: 10/01/2023 SN Assistant Registrar of Titles

PS820066V

MGA94 ZONE 55

CLARKES ROAD

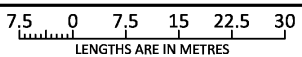
FANTAIL WAY



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

SURVEYORS REF  
1701580

SCALE  
1 : 750



ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor,  
Surveyor's Plan Version (5),  
13/12/2019, SPEAR Ref: S146486S

Digitally signed by:  
Melton City Council,  
03/08/2020,  
SPEAR Ref: S146486S

PS820066V

## SUBDIVISION ACT 1988 CREATION OF RESTRICTION 'A'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED.

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

### LAND TO BENEFIT & TO BE BURDENED:

BURDENED LAND: LOTS 1 TO 40 (BOTH INCLUSIVE)

BENEFITING LAND: LOTS 1 TO 40 (BOTH INCLUSIVE)

### DESCRIPTION OF RESTRICTION:

EXCEPT WITH THE WRITTEN CONSENT OF THE CITY OF MELTON, THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

CONSTRUCT OR ALLOW TO BE CONSTRUCTED MORE THAN ONE DWELLING ON EACH BURDENED LOT.

### EXPIRY DATE:

30TH JUNE 2025.



**Beveridge Williams**  
development & environment consultants

Melbourne ph : 03 9524 8888

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

SURVEYORS REF  
1701580

Digitally signed by: Sean Adrian O'Connor, Licensed  
Surveyor,  
Surveyor's Plan Version (5),  
13/12/2019, SPEAR Ref: S146486S

ORIGINAL SHEET  
SIZE: A3

SHEET 3

Digitally signed by:  
Melton City Council,  
03/08/2020,  
SPEAR Ref: S146486S

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**REC'D**

181090 1122 MISC \$47 R052291T

**R052291T**

Form 9.1

Lodged By:  
Code:  
Ref:

PRICE BRENT  
1413R  
MD/ac/34678

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)

Certificate of Title Volume 9485 Folio 253.

ADDRESS OF THE LAND

Situated on the south side of Brooklyn Road and the east side of Clarkes Road, Melton.

RESPONSIBLE AUTHORITY (name and address)

THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE OF MELTON of Cnr. High & Yuille Streets, Melton.

PLANNING SCHEME

Melton Planning Scheme.

AGREEMENT DATE

2nd August 1990

AGREEMENT WITH (name and address)

WESTMELTON (VIC.) PTY. LTD. of Block Arcade,  
282-284 Collins Street, Melbourne.

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority

Name of Officer

Date

*Lindsay A. Merritt*  
SHIRE MANAGER  
LINDSAY A. MERRITT  
2/8/90

A memorandum of the within instrument  
has been entered in the Register Book



*29/9/90*

THIS AGREEMENT is made the 2<sup>ND</sup> day of AUGUST 1990

BETWEEN:

THE PRESIDENT COUNCILLORS AND RATEPAYERS  
OF THE SHIRE OF MELTON  
of Cnr. High & Yuille Streets, Melton  
in the State of Victoria ("the Council")

and:

WESTMELTON (VIC.) PTY. LTD.  
of Block Arcade, 282-284 Collins  
Street, Melbourne in the State of  
Victoria ("the Owner").

WHEREAS:

- A. The Owner is the owner and registered proprietor of undeveloped land described in Certificate of Title Volume 9485 Folio 253 being part of Crown Allotments A and B, Section 3, Parish of Djerriwarrh and being situated on the south side of Brooklyn Road and the east side of Clarkes Road, Shire of Melton (hereinafter called "the Land").
- B. The Council is the Responsible Authority for the administration and enforcement of the Melton Planning Scheme.
- C. The Land forms part of an area subject to Amendment RL67 to the Melton Planning Scheme through which part of the Land will be rezoned or reserved to "Proposed Public Open Space" (such part of the Land being hereinafter called "the Reserve"), as indicated on the copy Map annexed to this Agreement.
- D. Amendment RL67 has been adopted by the Council in its capacity as Planning Authority under the Planning and

- 2 -

Environment Act 1987 and submitted to the Minister for Planning and Environment for approval, subject to the Owner entering into an Agreement to transfer the Reserve to the Council.

- E. The parties both voluntarily and in anticipation of the approval of Amendment RL67 desire to enter into this Agreement on the terms and conditions contained herein.

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

1. 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. As soon as possible following approval and gazettal of Amendment RL67 to the Melton Planning Scheme, the Owner shall do all things necessary to transfer the Reserve to the Council for no consideration or compensation and at no expense to the Council, and in particular:
  - (a) within three calendar months of approval of Amendment RL67, the Owner shall submit an Application to the Responsible Authority for a planning permit to subdivide the land in accordance with a Plan of Subdivision which will contain as a single allotment a "Reserve for Municipal Purposes", being the whole of the area east of Clarkes Road rezoned or reserved as Proposed Public Open Space as a result of

A122900/MD/ac

- 3 -

- approval of Amendment RL67; and
- (b) concurrently or immediately after the lodging of the Planning Permit Application, the Owner shall also lodge the Plan of Subdivision for certification by the Responsible Authority under the Subdivision Act 1988 and comply with the various statutory procedures and requirements thereunder; and
  - (c) the Owner shall lodge the certified Plan of Subdivision with the Registrar of Titles forthwith after certification by the Responsible Authority to facilitate the transfer of the Reserve.
4. The Owner further covenants that at its expense and to the satisfaction of the Council, it will erect fencing along the boundary of the Reserve as follows:-
- (a) along the boundary of the Reserve where it abuts land rezoned to "Corridor A" as a result of approval of Amendment RL67, the Owner shall within four months of certification of the Plan of Subdivision referred to in Clause 3 erect (at no cost to the Council) post and wire fencing in accordance with the specifications for "Standard drawing fence type B" Reference No. 707M2, a copy of which is annexed to this Agreement; and
  - (b) along the boundary of the Reserve where it abuts any part of the Land rezoned to "Reserved Living" as a result of approval of Amendment

A122900/MD/ac



- 4 -

RL67, the Owner shall within six months of the approval by the Registrar of Title of any Plan of Subdivision certified by the Council to facilitate residential development of that part of the Land which creates any allotment abutting the Reserve, erect (at no cost to Council) conventional paling fencing not less than 1.8 metres in height between the Reserve and the allotment so created.

5. The Council may apply to the Registrar of Titles to register this Agreement under the provisions of Section 181 of the Planning and Environment Act 1987 and the Owner hereby consents to any such application and shall take all steps to sign all documents reasonably required to enable such registration.
6. The Owner shall forthwith on demand pay to the Council 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 foregoing, anything done in anticipation of this 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

- 5 -

fee for obtaining such assessment being borne equally between the parties.

7. This Agreement shall end upon compliance by the Owner of its obligations under Clauses 3 and 4 hereof.
8. The expression "Owner" shall be deemed to include its successors, assigns, 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 as if each of those successors had separately executed this Agreement.

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

THE COMMON SEAL of THE PRESIDENT  
COUNCILLORS AND RATEPAYERS OF THE  
SHIRE OF MELTON was hereunto  
affixed in the presence of:-

..... President

..... Councillor

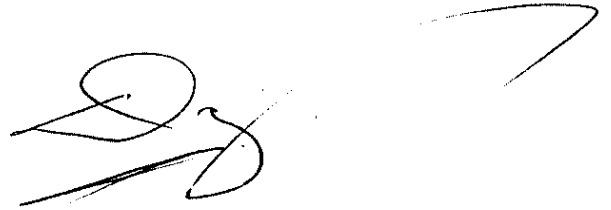
..... Manager

A122900/MD/ac

- 6 -

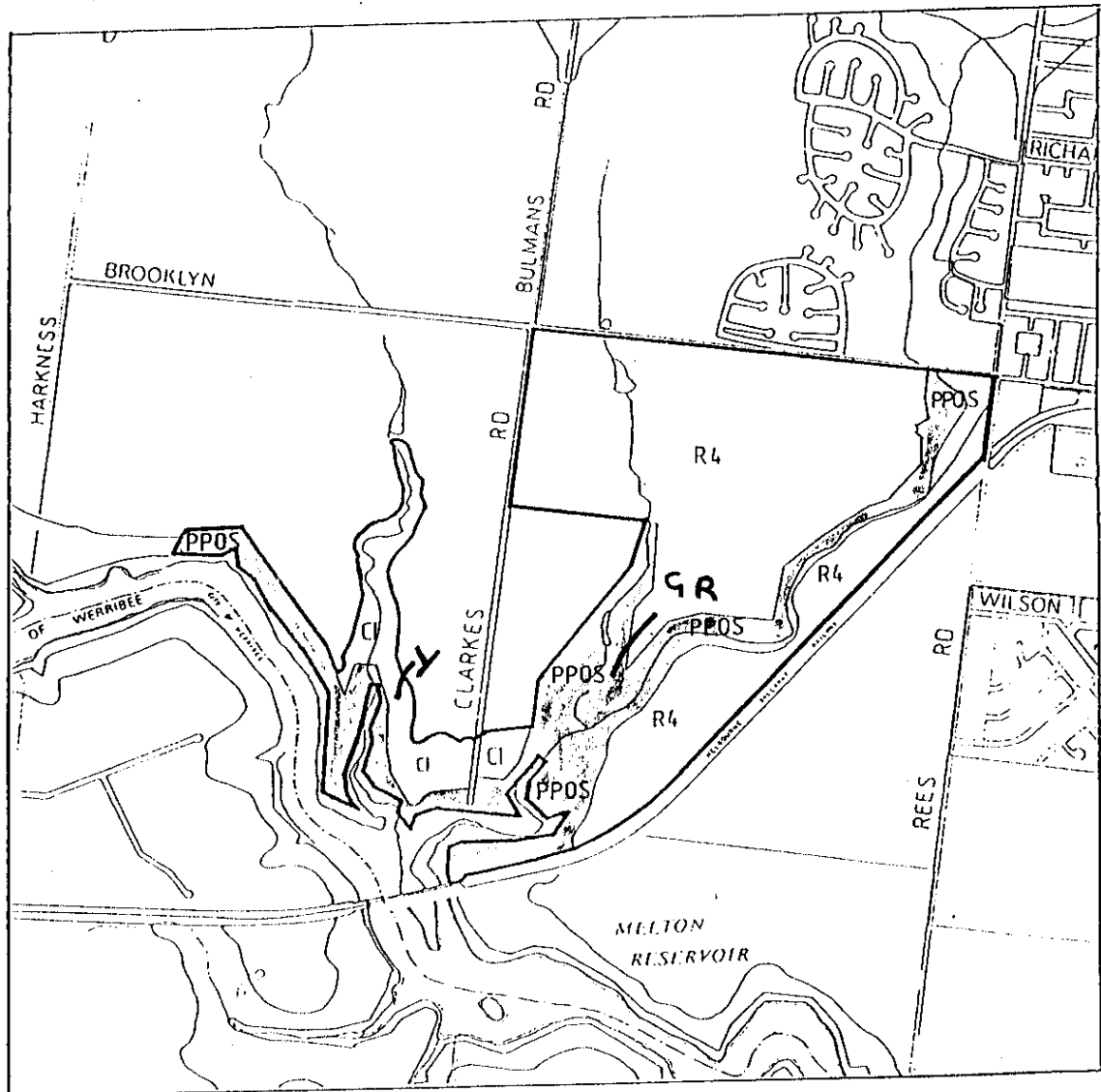
EXECUTED by WESTMELTON (VIC.)  
PTY. LIMITED. (Receiver and  
Manager Appointed) by being  
signed by its Attorney DEAN  
ROYSTON McVEIGH pursuant to  
Powers to Attorney numbered  
199074, 211065, 23035, Power  
of Attorney dated 16th April  
1982 and Power of Attorney  
dated 9th January, 1989 certified  
copies of which have been filed  
in the Permanet Order Book 277  
at Page 2 Item 5 in the presence  
of:-

..... *Kellen E. Goody*

A handwritten signature in black ink, appearing to be 'D. J. Goody', written over a horizontal line.

A122900/MD/ac

# MELTON PLANNING SCHEME LOCAL SECTION



SCALE 1:24,000

REFER TO PLANNING  
SCHEME MAP No 2032

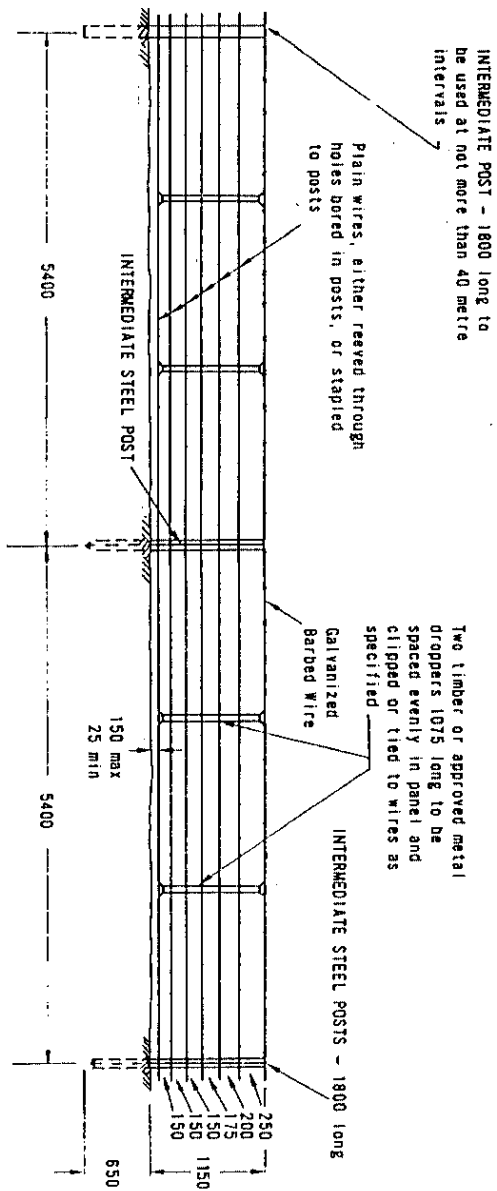
## EXHIBITED MAP AMENDMENT RL 67

### LEGEND

<b>GR</b> PPOS	PROPOSED PUBLIC OPEN SPACE
R4	RESERVED LIVING
C1 Y	CORRIDOR A

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

Prepared by Shire of Melton



#### GENERAL ARRANGEMENT

#### SCHEDULE OF MATERIALS

	INTERMEDIATE POSTS	GATE, CORNER OR END POSTS	BRACE POSTS	RAIL	DROPPERS
Untreated timber - split hardwood	175 x 100	150 x 150 or 300 dia	175 x 100	150 dia	50 x 38
Treated timber - hardwood or pine	100 dia min	150 dia min	125 dia min	125 dia min	42 x 35 pine or 40 x 19 hardwood
Concrete					
Steel					

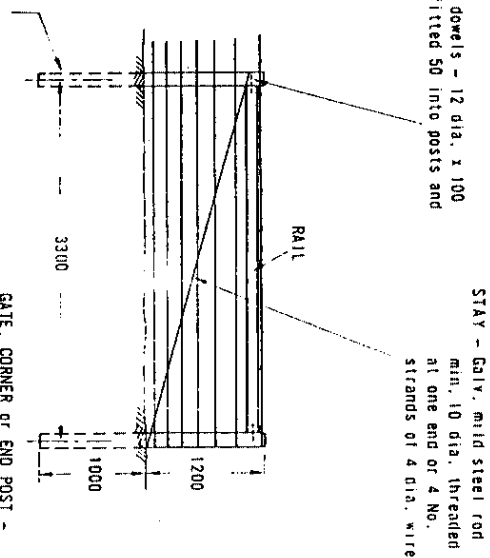
Refer SD 316  
Refer Specification

BRACE POST - 2200 long

GATE, CORNER or END POST - 2200 long

#### SINGLE STRAINER ASSEMBLY

For use at gateways, ends, angles, etc.



INTERMEDIATE STRAINER ASSEMBLIES shall be Single Strainer Assembly arrangement with two brace posts and both diagonals braced, and shall be provided on straights at intervals not exceeding 200 metres.

Fence Type B1 - 6 No. 4 dia. plain wire & 1 No. 2.5 dia. barbed wire.  
Fence Type B2 - 6 No. 3.15 dia. plain wire & 1 No. 2.5 dia. barbed wire.  
Fence Type B3 - 6 No. 2.5 dia. high tensile plain wire & 1 No. 1.6 dia. high tensile barbed wire.

#### CROSS REFERENCES

1. Double strainer assembly SD 315

#### STANDARD DRAWING

#### FENCE TYPE B

#### POST AND WIRE



Revision No.

Sheet

Approved

Road Design Engineer

Date 1/6/92

Drawing No.  
SD 311

Spec. Ref. No.  
707 M 2



# Department of Environment, Land, Water & Planning

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Produced 05/12/2024 03:42:41 PM

Status	Registered	Dealing Number	AW236410B
Date and Time Lodged	04/11/2022 02:50:21 PM		

### Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22201681

## APPLICATION TO RECORD AN INSTRUMENT

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

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

10059/216

### Instrument and/or legislation

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

### Applicant(s)

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

### Additional Details



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Refer Image Instrument

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

---

### Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	04 NOVEMBER 2022

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### File Notes:

NIL

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

Statement End.

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

**MELTON CITY COUNCIL**  
Council

- and -

**HIGHGATE PROPERTY MANAGERS PTY LTD**  
**ACN 616 522 242**  
Registered Land Owner

in relation to land at:

**350 CLARKES ROAD, BROOKFIELD**

Tanner Redden:22201681

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

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

**THIS AGREEMENT** is made the third day of November, 2022.

**PARTIES:**

1. **Melton City Council** of 232 High Street, Melton 3337  
(Council)
2. **Highgate Property Managers Pty Ltd ACN 616 522 242** of Inferno Accounting, Suite 3, Unit 8, 23 Discovery Drive, North Lakes 4509  
(Owner)

**RECITALS:**

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. On 21 November 2011 Council issued the Permit allowing residential subdivision and associated removal of native vegetation in accordance with the endorsed plans.
- R.4. Condition 2(a) of the Permit provides as follows:  
*Prior to the issue of Statement Compliance for any plan of subdivision creating a residential lot, the following must be undertaken to the satisfaction of the Responsible Authority:*
  - (a) *The owner must enter into an agreement with Council pursuant to Section 173 of the Planning and Environment Act 1987 to cover the payment of monetary contributions to carry out noise attenuation works to the Melton Pistol Club with the cost to be a proportional amount reflective of the number of lots likely to be affected by noise emanating from the Melton Pistol Club.*  
*An application must be made to the Registrar of Titles to register the Section 173 agreement on the title to the land under Section 181 of the Act.*
  - (b) *The landowner under this permit must pay the reasonable costs of the preparation, execution and registration of the Section 173 agreement.*
- R.5. This Agreement is entered into between the Council and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 2 (a) of the Permit and to achieve the objectives of planning in Victoria.
- R.6. The Land is subject to registered mortgage No. AV468409X in favour of Jadig Finance Pty Ltd, which mortgagee, as evidenced by its consent on the attestation pages, consents to this Agreement.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

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

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.

1.3. **Council** means Melton City Council in its capacity as:

- 1.3.1. the authority responsible for administering and enforcing the Planning Scheme;
- 1.3.2. the municipal council of Melton within the meaning of the *Local Government Act 2020* (Vic),

and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council

1.4. **Current Address for Service**

- 1.4.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
- 1.4.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.

1.5. **Current Email Address for Service**

- 1.5.1. for the Council means [legalservices@melton.vic.gov.au](mailto:legalservices@melton.vic.gov.au), or any other email address listed on the website of the Council; and
- 1.5.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.

1.6. **Current Number for Service**

- 1.6.1. for the Council means 03 9743 9970, or any other facsimile number listed on the website of the Council; and
- 1.6.2. for the Owner means any facsimile number provided by the Owner to the Council for the express purpose of facsimile communication regarding this Agreement.

1.7. **Land** means the land known as 350 Clarkes Road, Brookfield being the land described in Certificate of Title Volume 10059 Folio 216 and any reference to the Land includes any Lots created by the subdivision of the Land or any part of it.

1.8. **Lot** means a lot created by a subdivision of the Land whether in accordance with the Permit or otherwise.

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

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

1.11. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.

- 1.12. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.13. **Permit** means planning permit number PA2011/3048 as amended from time to time, issued on 21 November 2011.
- 1.14. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.15. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).

## 2. INTERPRETATION

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

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

## 3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees with the Council that:

- 3.1. The Owner must pay a monetary contribution to the Council for the Council to carry out noise attenuation works to the Melton Pistol Club.
- 3.2. The amount of the monetary contribution in clause 3.1 will be determined by Council acting reasonably following a valuation of the noise attenuation works and must be proportionate to the total number of Lots likely to be affected by noise emissions from the Melton Pistol Club.

#### **4. OWNER'S FURTHER COVENANTS**

The Owner warrants and covenants that:

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

#### **5. FURTHER ASSURANCE**

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

#### **6. AMENDMENT**

This Agreement may be amended only in accordance with the requirements of the Act.

## **7. NO WAIVER**

The Parties agree that:

7.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:

7.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or

7.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and

7.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

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

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

## **9. INTEREST ON OVERDUE MONEYS**

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

## **10. NOTICES**

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

10.1. not later than two business days after being deposited in the mail with postage prepaid;

10.2. when delivered by hand;

10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or

10.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

## **11. COSTS ON DEFAULT**

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

## **12. INVALIDITY OF ANY CLAUSE**

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are

self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

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

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

**14. JOINT OBLIGATIONS**

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

**15. ENTIRE AGREEMENT**

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

**16. COUNTERPARTS, ELECTRONIC SIGNING AND EXCHANGE**

- 16.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.
- 16.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.
- 16.3. The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 (Vic).

**17. COMMENCEMENT AND ENDING OF AGREEMENT**

- 17.1. This Agreement will commence:
  - 17.1.1. on the date that it bears; or
  - 17.1.2. if it bears no date, on the date it is recorded in the Register.
- 17.2. This Agreement will end by agreement between the parties or otherwise in accordance with the provisions of the Act.

**EXECUTED AS A DEED**

- 7 -

**SIGNED** on behalf of **MELTON CITY COUNCIL** by **ROBERT BAGGIO, MANAGER PLANNING SERVICES** pursuant to an instrument of delegation authorised by a Council resolution dated 24 March 2021 in the presence of:

.....  
Signature of delegate

.....  
Brandon Zappia

.....  
Witness

.....  
  
Print name

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

**EXECUTED** by **HIGHGATE PROPERTY MANAGERS PTY LTD ACN 616 522 242** in accordance with Section 127 of the Corporations Act 2001:

.....  
  
Ahmad Ayad, Sole Director & Secretary

.....  
Address



## MORTGAGEE CONSENT

Jadig Finance Pty Ltd as Mortgagee under Instrument of Mortgage No. AV468409X consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

Executed for and on behalf of Jadig Finance Pty Ltd:

  
.....  
Signature

ADAM GRINGLAS, DIRECTOR.  
.....  
Print name and position held

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Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A  
RECORDING OF AN AGREEMENT  
*Planning and Environment Act 1987***

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:KJM:5353440 **Customer Code:** 1167E

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

**Land:** Volume 10059 Folio 216

**Authority:** Melton Shire Council of 232 High Street, Melton

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

A copy of the agreement is attached to this application

**Signature for the Authority:** .....

**Name of officer:** ..... BOB BAGGIO .....

**Office held:** ..... MANAGER PLANNING .....

**Date:** ..... 4 APRIL 2008 .....



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

Date 31 / 3 /2008

## **Agreement under Section 173 of the Planning and Environment Act 1987**

**Subject Land: Clarkes Road, Brookfield**

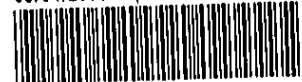
**Melton Shire Council**

and

**Roger Doohan and Deborah Ann Doohan**

**AF768591X**

09/04/2008 \$97 173



Affiliated offices  
Adelaide, Brisbane, Colombo, Dubai,  
Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Sydney, Tianjin

**AF768591X**

09/04/2008 \$97 173



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# Agreement under Section 173 of the Planning and Environment Act 1987

DATE 31/13/2008

**AF768591X**



BETWEEN

MELTON SHIRE COUNCIL  
of 232 High Street, Melton

(Council)

AND

ROGER DOOHAN AND DEBORAH ANN DOOHAN  
of 39 Stanley Street, Melton

(Owners)

## RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The parties have agreed to execute this Agreement which requires the Owner to make certain payments by way of development contributions for the Subject Land.
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. X822529B in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. As at the date of this Agreement, the Subject Land is encumbered by an existing agreement under section 173 of the Act identified on the Certificate of Title by recording number R052291T.
- F. The parties enter into this Agreement
  - (a) to identify the infrastructure obligations of the Owner; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## THE PARTIES AGREE

### 1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

**Demand Unit** means each hectare of Developable Land.

**Developable Land** means land which is capable of being developed for residential purposes and includes all land set aside for roads but not land within an open space reserve, a tree reserve or a drainage reserve.

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

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

**party or parties** means the Owner and Council under this Agreement as appropriate.

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

**Subject Land** means the land situated at Clarkes Road, Brookfield and more particularly being the land referred to and described in:

- Certificate of Title Volume 10059 Folio 216

and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Statement of Compliance** has the same meaning as in the *Subdivision Act* 1988.

**Plan of Subdivision** means a plan of subdivision of the Developable Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately and is intended to be used for a dwelling or can be re-subdivided.

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

**AF768591X**

09/04/2008 \$97

173



- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

### 3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees that:

#### **Monetary Contribution for Community Infrastructure**

- 3.1 prior to Council being required to issue a Statement of Compliance in respect of any Plan of Subdivision the Owner must pay to Council the amount of \$11,254.20 as a contribution in respect of each Demand Unit or part thereof (on a pro rata basis) contained in that Plan of Subdivision<sup>1</sup>;

#### **Contribution for acoustic attenuation works**

- 3.2 it must carry out all works required to be undertaken to the Melton Pistol Club in order to implement the recommendations of the Acoustic Assessment Report prepared by Audiometric & Acoustic Services dated 16 April 2007 (Noise Attenuation Works);
- 3.3 it must complete the Noise Attenuation Works to the satisfaction of Council prior to the issue of a Statement of Compliance in respect of any plan of subdivision;

#### **3.4 Further road infrastructure contributions**

prior to Council being required to issue a Statement of Compliance in respect of any Plan of Subdivision the Owner must pay Council an amount equal to \$18,008.53 as a further development contribution in respect of each Demand Unit, or part thereof (on a pro rata basis) contained in that Plan of Subdivision, the contribution being for the purposes described in Schedule 2 of this Agreement ;

- 3.5 the amounts of the development contributions set out in clause 3.1 and 3.4 above:

3.5.1 are exclusive of any Goods and Services Tax (GST) payable on the amount, for which the Owner will be liable if such GST is payable; and

<sup>1</sup> This figure is derived from this requirement in the Botanica Springs (2005) agreement :The total community infrastructure contribution for Stages A (Subject Land), B & C (buildings, works & land) is \$3,759,300. The land value of this contribution is calculated at \$1,080,000. The land component comprises of 10.8 hectares of land to be provided within B & C. It will accommodate 2 sporting ovals, community facility and 6 tennis courts. The total monetary contribution amount for Stages A, B & C is \$2,679,300.

**AF768591X**





3.5.2 will, after one year from the date of this Agreement, and after every period of one year thereafter, be adjusted in accordance with movements in the Buildings Materials Index for Buildings other than Dwellings published by the Australian Bureau of Statistics or if that index is not in existence a similar index between the date of this Agreement and the date of the issue of a Statement of Compliance in respect of the relevant stage subdivision of the Subject Land

3.6 notwithstanding anything to the contrary in any Act (including the *Subdivision Act* 1988), the Owner shall not apply for, and Council shall not be required to issue, a Statement of Compliance with respect to the Subject Land until all things required to be done before the Statement of Compliance are done. If, notwithstanding this clause, the Council is directed to issue a Statement of Compliance and, if the amounts referred to in clause 3.1 and 3.4 are not paid prior to the issue of a Statement of Compliance as required, the amount payable will accrue interest from the day the Statement of Compliance is issued at the rate prescribed under section 227A of the *Local Government Act* 1989 until the amounts are paid;

#### **Roads Contributions**

3.7 in addition to the various contributions described in this Agreement the Owner will:

3.7.1 before the issue of a Statement of Compliance which creates the 50<sup>th</sup> Residential Lot, incrementally upgrade up to and including the point where the internal road network creates an additional access to the existing Clarkes Road where it fronts the Subject Land to the standard described in Schedule 1 to this Agreement; and

3.7.2 before the issue of a Statement of Compliance which creates the 50<sup>th</sup> Residential Lot, design and construct a bike and hike path from Brooklyn Road to the southern extent of the subdivision to the standard described in Schedule 1 to this Agreement;

all to the satisfaction of Council and at the Owner's cost.

#### **4. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS**

Council acknowledges agrees that:

4.1 it will, in respect of any development contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act* 1989;

4.2 it will apply the development contributions received pursuant to this Agreement for the purposes described in this Agreement.

#### **5. FURTHER OBLIGATIONS OF THE OWNER**

5.1 Notice and Registration

**AF768591X**



The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

## 5.2 Further actions

The Owner further covenants and agrees that:

- 5.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

## 5.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses, including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

# 6. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act and specifies the conditions pursuant to which the Subject Land may be used or developed for specified purposes.

# 7. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

# 8. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

AF768591X

173

09/04/2008 \$97



8.2 execute a deed agreeing to be bound by the terms of this Agreement.

**AF768591X**



## 9. GENERAL MATTERS

### 9.1 Notices

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

9.1.1 by delivering it personally to that party;

9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

### 9.2 Service of Notice

A notice or other communication is deemed served:

9.2.1 if delivered, on the next following business day;

9.2.2 if posted, on the expiration of two business days after the date of posting; or

9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

### 9.3 No Waiver

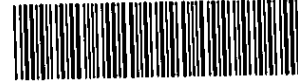
Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

### 9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

### 9.5 No Fettering of Council's Powers

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



## 10. COMMENCEMENT OF AGREEMENT

This Agreement commences upon the date it is executed by the parties.

## 11. ENDING OF AGREEMENT

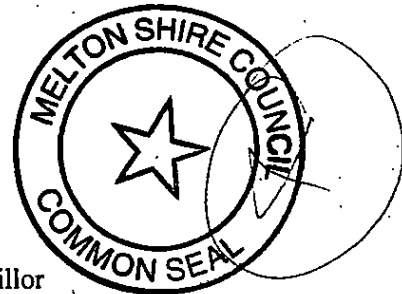
- 11.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced in writing by a letter from Council to that effect.
- 11.2 At the time Council issues a Statement of Compliance under the *Subdivision Act* 1988 in respect of any stage of the Subject Land, provided the Owner has fulfilled all of the obligations of this Agreement relating to that stage to the satisfaction of Council, Council will, at the request and expense of the Owner, prepare and execute an application pursuant to section 183(2) of the Act to enable this Agreement to be removed from the Certificate of Title(s) to every lot within that stage of the Subject Land.

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF THE MELTON SHIRE COUNCIL was hereunto affixed in the presence of:

.....  
 .....  
 .....

)  
)  
)



Councillor

Chief Executive Officer

SIGNED by Roger Doohan in the presence of:

.....  
 .....  
 .....  
 Witness

)  
)

.....  
 .....

SIGNED by Deborah Ann Doohan in the presence of:

) Deborah Ann Doohan

[Signature]  
Witness

Westpac Banking Corporation as Mortgagee of registered mortgage No. X822529B consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

Westpac Banking Corporation  
ABN 33 007 457 141 the  
Mortgagee under Mortgage  
No. X822529B..... HEREBY  
CONSENTS to the within  
Dated this 28th day of February 2008  
Westpac Banking Corporation  
By its Attorney [Signature] Angela Maria Daw  
General Power of Attorney dated  
17 January 2001 filed in the  
Permanent Order Book No. 277  
at page 016.  
In the presence of [Signature]  
Signature of Witness Jennifer Anne Cook  
Name of Witness (BLOCK LETTERS)

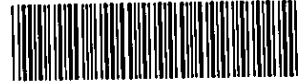
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09/04/2008 \$97 173



**SCHEDULE 1**

**Description of the standard of construction of Clarke's Road where it fronts the Subject Land**

- The road is to be of an urban standard with a pavement width of 8 m invert to invert, kerb and channel and underground drainage and lighting.
- The depth of the pavement is to be to the satisfaction of Council's engineers and will be determined on the basis of design and site conditions.

**Description of the standard of construction of Hike and Bike Path along Arnolds Creek where it fronts the Subject Land**

- A 2.5 m wide reinforced concrete Hike & Bike Path to the satisfaction of Council's engineers and will be determined on the basis of design and site conditions.

## SCHEDULE 2

The contribution described in clause 3.1 and 3.4 of this Agreement is collectively towards:

- Brooklyn Rd Upgrade (Harkness Rd to Toolern Creek) \$2,700,000  
(3km x \$1,000 per metre = 3,000,000)  
Proportional Share = 5% = \$150,000
- Brooklyn Rd Bridge & Abey Rd Upgrade:  
Bridge – \$1,500,000  
Abey Rd – \$1,400,000  
Total – \$2,900,000  
Proportional Share = 5% = \$145,000
- Clarke's Rd / Bulmans Rd – Western Hwy Fly Over \$5,000,000  
Proportional Share = 2% = \$100,000

**AF768591X**



**Total Road Works – Off – Site**

**\$395,000**

### Hike and Bike Path

- Hike & Bike Path  
Brooklyn Rd – Arnolds Creek West Branch to Bulmans Rd  
2.6km
- Hike & Bike Path  
Arnolds Creek Brookfield Acres Branch to Bulmans Rd  
2km
- Hike & Bike Path  
Brooklyn Rd – Arnolds Creek Brookfield Acres Branch along Brooklyn Rd to Toolern Creek  
2.6km
- Hike & Bike Path  
Arnolds Creek West Branch – Black dog Dr to Toolern Creek along Richard Rd.  
1.9km
- 9.1km - Hike & Bike Path x \$150 per metre (2.5m wide)  
\$1,365,000  
2% proportional share  
\$27,300

**Total Works Infrastructure requirement – \$27,300**

**Overall Total: \$395,000 + 27,300 = 422,300**

**Per Hectare Charge: \$422,300/23.45ha = \$18,008.53 per ha**

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 December 2024 03:46 PM

PROPERTY DETAILS

Address: 10 RITA CRESCENT BROOKFIELD 3338

Lot and Plan Number: Lot 36 PS820066

Standard Parcel Identifier (SPI): 36\PS820066

Local Government Area (Council): MELTON

Council Property Number: 977488

Planning Scheme: Melton

Directory Reference: Melway 342 C4

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Greater Western Water

Melbourne Water: Inside drainage boundary

Power Distributor: POWERCOR

STATE ELECTORATES

Legislative Council: WESTERN VICTORIA

Legislative Assembly: MELTON

OTHER

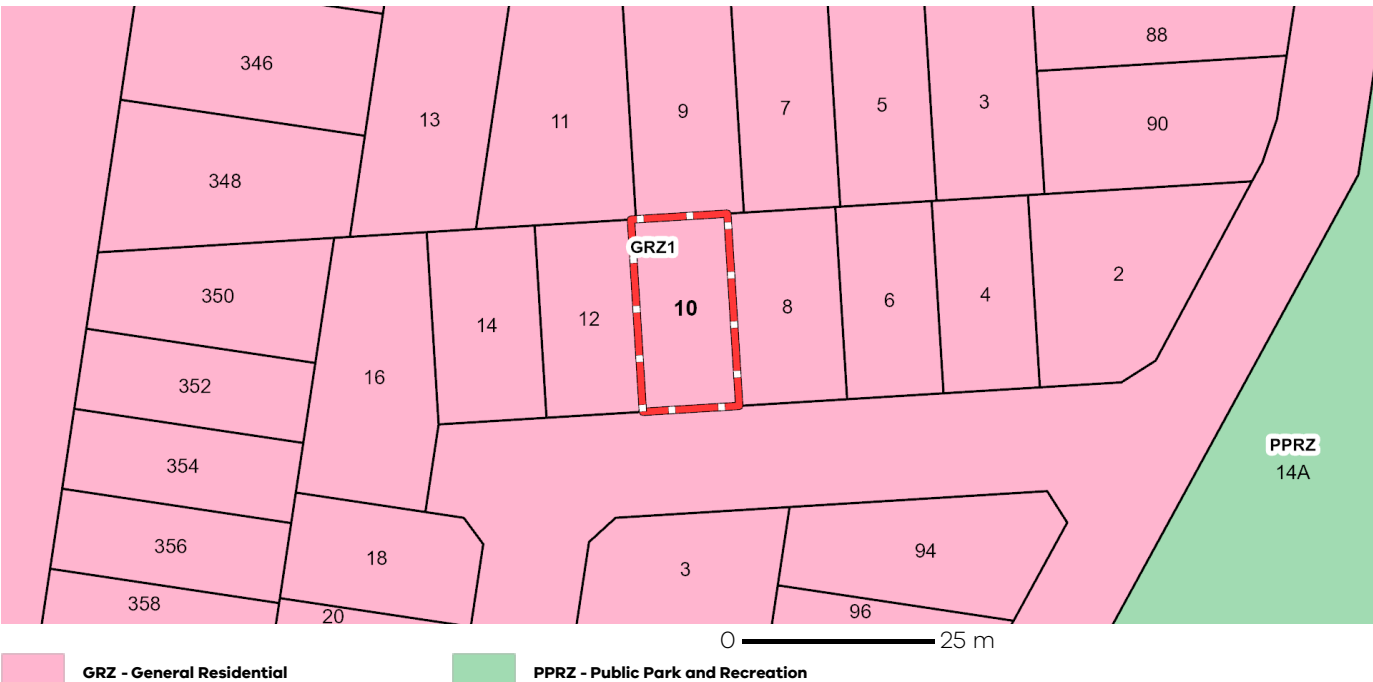
Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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



## Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 11 \(DPO11\)](#)



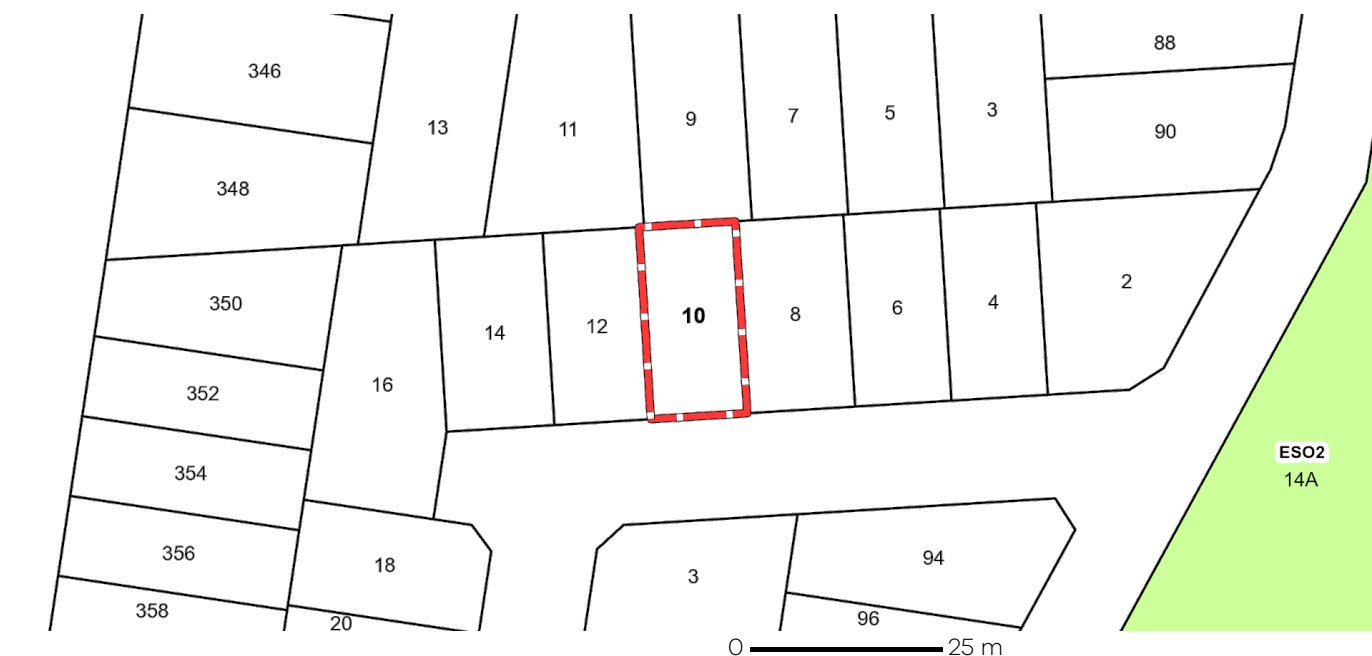
 **DPO - Development Plan Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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



 **ESO - Environmental Significance Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

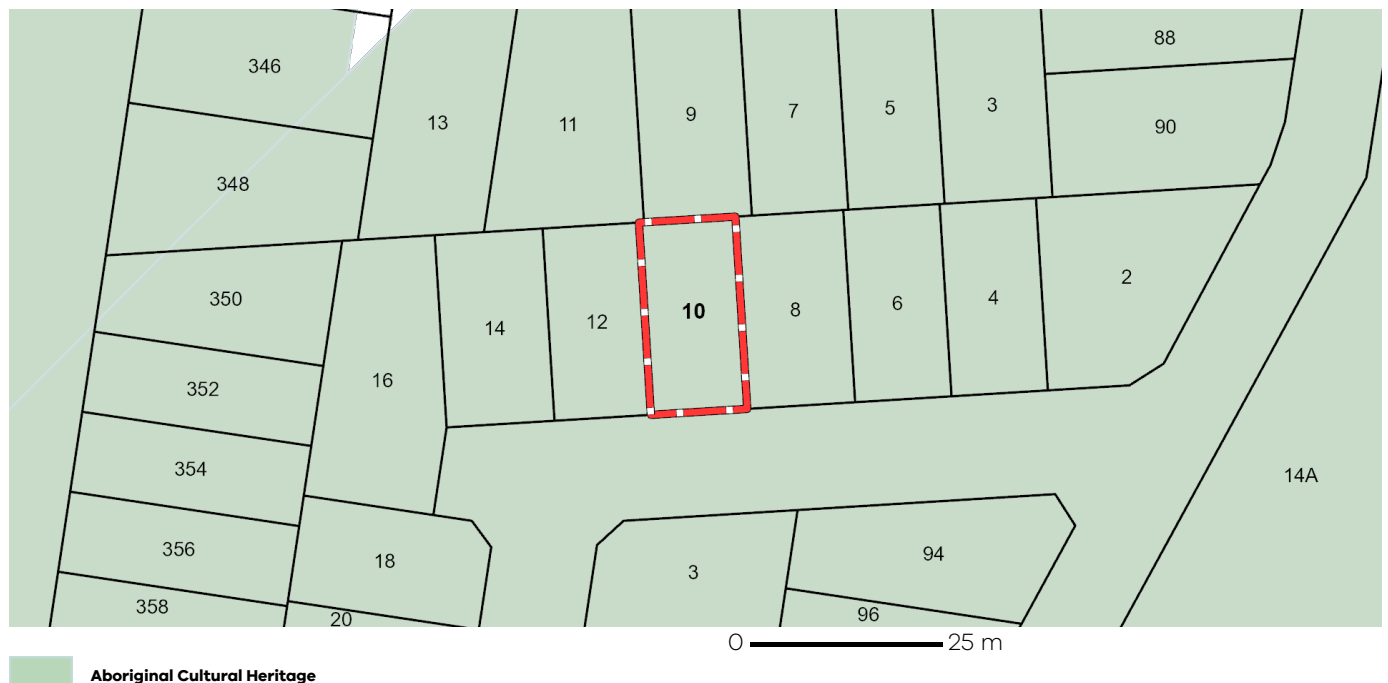
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 4 December 2024.

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

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

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

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

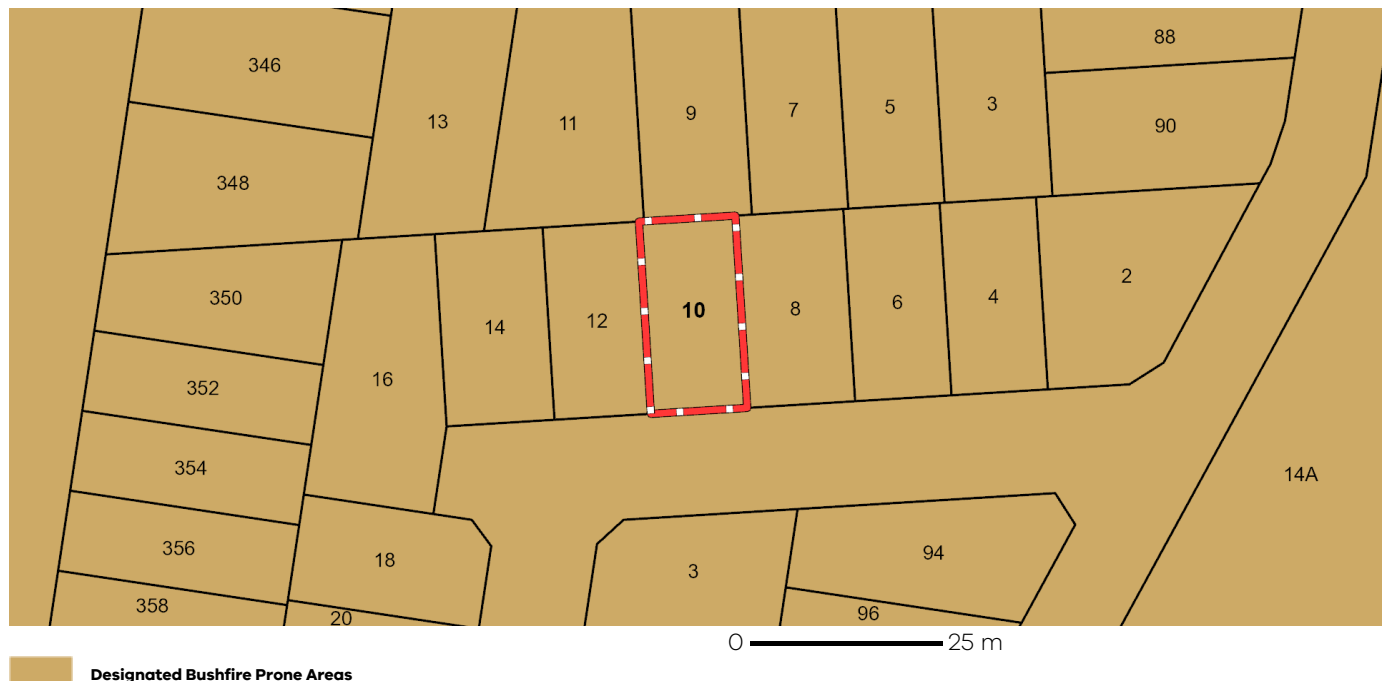
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 05 December 2024 03:47 PM

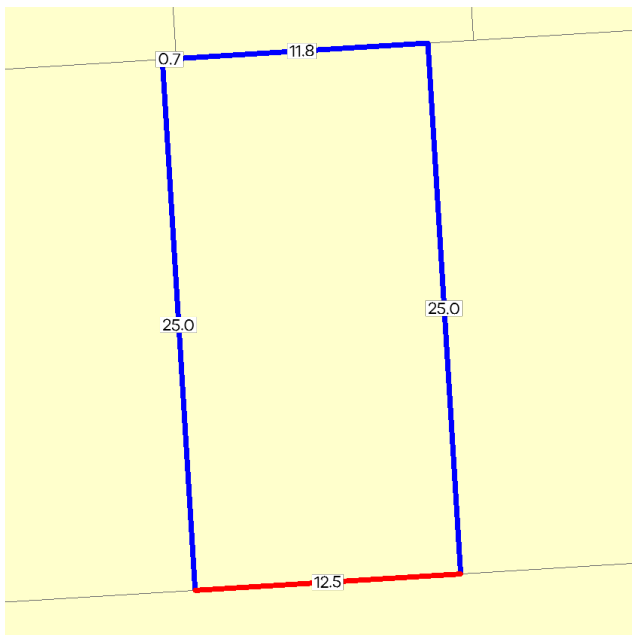
## PROPERTY DETAILS

Address: **10 RITA CRESCENT BROOKFIELD 3338**  
Lot and Plan Number: **Lot 36 PS820066**  
Standard Parcel Identifier (SPI): **36\PS820066**  
Local Government Area (Council): **MELTON**  
Council Property Number: **977488**  
Directory Reference: **Melway 342 C4**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 312 sq. m

**Perimeter:** 75 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Greater Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
Legislative Assembly: **MELTON**

## PLANNING INFORMATION

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

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



Selected Property



# Rates, charges and valuation notice

For the period 1 July 2024 to 30 June 2025

## 2024/2025

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

A B N 22 862 073 889



Date of Issue: 7/08/2024



K Alsabawi & Y Sabawi  
39 Rocky Passage Road  
REDLAND BAY QLD 4165



038  
1054511  
R7\_1759

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

Arrears Amount

Pay this amount

\$0.00

Assessment Number

977488

Due

Not later than

NOT REQUIRED

Property Location 10 Rita Crescent BROOKFIELD VIC 3338

Description LOT: 36 PS: 820066V V/F: 12447/501

Ward

Capital Improved Value  
\$235,000

Site Value  
\$235,000

Net Annual Value  
\$11,750

PRESCRIBED DATE OF VALUATION: 01/01/2024

EFFECTIVE DATE OF VALUATION: 01/07/2024

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

Vacant Land	\$0.00331190	x \$235,000	\$778.30
Municipal Charge	\$164.00	x 1	\$164.00
Fire Services Property Levy			
Residential FSPL Fixed Charge	\$132.00	x 1	\$132.00
Residential FSPL Variable Charge	\$0.00008700	x \$235,000	\$20.45
<b>Total Rates &amp; Charges</b>			<b>\$1,094.75</b>
Credit brought forward			CR\$1,085.95

1st Instalment	30/09/2024
	\$0.00
2nd Instalment	30/11/2024
	\$0.00
3rd Instalment	28/02/2025
	\$0.00
4th Instalment	31/05/2025
	\$8.80
<b>Total Balance</b>	<b>\$8.80</b>

The Fire Services Property Levy sum of \$152.45 is collected for the State Government. AVPCC 100 Vacant Residential Dwelling Site/Surveye

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



Payment Reference No. 001009774884



Bill Code: 1123



melton.vic.gov.au



1300 067 479



\*330 001009774884

ASSESSMENT NUMBER 977488

RATE PAYER K Alsabawi & Y Sabawi

PROPERTY LOCATION 10 Rita Crescent BROOKFIELD VIC 3338



Scan here to pay

Amount Payable

NOT REQUIRED



### GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

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

B3085B927Z



## SECTION 27 STATEMENT

### VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

**VENDOR:** KHADIJA ALSABAWI and YOUSSEF SABAWI

**PROPERTY:** 10 Rita Crescent, Brookfield VIC 3338

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):

of...

(b) Amount secured \$.....  
Instalments \$..... per.....

Amount required to discharge the Mortgage \$0.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE  
TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable .....% p.a.

Default rate .....% p.a.

(d) Due date of repayment of Mortgage(s): ...../...../2

(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF  
ITS CONDITIONS.)

(e) The Mortgage does \*does not provide for further advances \*as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's

obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT:

SIGNATURE OF VENDOR(S) .....

---

### ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT ...../...../200



SIGNATURE OF PURCHASER(S)

.....

---

**RELEASE OF THE DEPOSIT BY THE PURCHASER(S)**

1. The Purchaser HEREBY ACKNOWLEDGES that:

- A. The particulars provided by the Vendors in this Statement are accurate.
- B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to

Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../20

SIGNATURE OF PURCHASER(S) .....