



MCP
LEGAL

Contract of Sale of Real Estate

Property: 16 SPARROWHAWK CRESCENT DEANSIDE, VIC, 3336

Vendor: JAD PROPERTY HOLDINGS PTY LTD AS TRUSTEE FOR THE DE SENSI FAMILY TRUST A.C.N. 607 995 826

Purchaser: _____

IMPORTANT NOTICE TO PURCHASERS

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

Particulars of Sale

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

Property address 16 SPARROWHAWK CRESCENT DEANSIDE, VIC, 3336

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

The terms of this contract are contained in the –

- particulars of sale;
- Conditions, if any;
- Conditions; and
- the Vendor's Statement, required by Section 32(1) of the *Sale of Land Act 1962* being attached hereto and forms part of the terms of this contract.

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the Vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

Signing of This Contract

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

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as 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:

2023

SIGNED BY THE PURCHASER:	
Name (Print):	
Nature of Authority, if applicable:	

SIGNED BY THE PURCHASER:	
Name (Print):	
Nature of Authority, if applicable:	

If executed under Power of Attorney, the Attorney declares by signing this Contract that it has received no notice of revocation of the power of attorney

THIS OFFER WILL LAPSE UNLESS ACCEPTED WITHIN 10 CLEAR BUSINESS DAYS.

SIGNED BY THE VENDOR ON:

2023

SIGNED BY THE VENDOR:	
Name (Print):	JAD PROPERTY HOLDINGS PTY LTD AS TRUSTEE FOR THE DE SENSI FAMILY TRUST
Nature of Authority, if applicable:	

SIGNED BY THE VENDOR:	
Name (Print):	
Nature of Authority, if applicable:	

If executed under Power of Attorney, the Attorney declares by signing this Contract that it has received no notice of revocation of the power of attorney

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

Particulars of Sale

Vendor's Estate Agent

Name:		
Address:		
Agent:	Tel:	Fax:
Mobile:	Email:	

Vendor

Name:	JAD PROPERTY HOLDINGS PTY LTD AS TRUSTEE FOR THE DE SENSI FAMILY TRUST
Address:	

Vendor's Lawyer

Name:	MCP Legal		
Address:	Level 6, 575 Bourke Street, Melbourne VIC 3000		
Email:	a.artemiou@mcpgroup.com.au	Tel:	+61 3 9620 2001
Ref:	AA: 5798/22	Contact:	Angela Artemiou

Purchaser

Name:	
Address:	

Purchaser's Lawyer

Name:			
Address:			
Email:		Tel:	
Ref:		DX:	

Land

(Conditions 18 & 19)

Part of the land in Certificate of Title Being Lot on Registered Plan

Volume	12425	Folio	837	162	PS 838317W
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OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 statement if no title or plan references are recorded in the table above or as described in the Section 32 statement if the land is general law land.

Property Address

16 SPARROWHAWK CRESCENT, DEANSIDE, VIC, 3336

Goods sold with the land
(Condition 13.1(f))

As per attached Specifications attached

Payment
(Condition 28)

Price	\$
Deposit	\$
Balance	\$

Paid: \$
Due: / / 2023
Payable at the Settlement Date

GST
(Condition 39)

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

Farming Business/Going Concern If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of Section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement Date
(Condition 2.3)

The **Settlement Date** is or the day which is the latter of:

- (a) ~~14 days after written notice by the Vendor's Lawyer to the Purchaser of registration of the Final Plan; and~~
- (b) ~~14 days after written notice by the Vendor's Lawyer to the Purchaser of the issue of the Occupancy Permit~~

Lease
(Condition 14.3(b))

At Settlement the Purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to Condition 14.3(b).

Terms contract
(Condition 33)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to Condition 23 and add any further provisions by way of Conditions.

Loan
(Condition 37)

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

Lender:

Loan Amount: \$ **Approval Date:** / / 2023

Registration Period

~~24 months from the Date of Sale~~

Defects Period

For a period of 30 days from the earlier of:

- issuing of the Certificate of Occupancy;

Deposit Bond
(Condition 31)

If the box is ticked and initialled, the parties have agreed that a deposit bond may be provided in lieu of cash deposit and Condition 31 applies

Bank Guarantee
(Condition 32)

If the box is ticked and initialled, the parties have agreed that a bank guarantee may be provided in lieu of cash deposit and Condition 32 applies

GST
(Condition 40)

If the box is ticked and initialled by the Vendor, Condition 40 applies

FIRB
(Condition 17)

The Purchaser(s) declare(s) that they are an:

- 1. Australian Citizen A
- 2. New Zealand Citizen B
- 3. Australian Permanent Resident Visa Holder C
- 4. Foreign Resident purchasing as joint tenant with Australian citizen spouse, New Zealand Spouse or Australian permanent spouse D
- 5. Foreign Resident E

(Condition 17.1)

- a) Not required to apply for FIRB (*please state below the reason why, as a Foreign Resident, you understand you are exempt from FIRB approval in this instance*) E1

(Condition 17.2)

- b) Have already received FIRB Approval E2

(Condition 17.3)

- c) Need to apply for FIRB E3

Reason for answer to E1: _____

If Box 'E' is ticked above, please complete the following:

Purchaser(s) nationality | _____

(Condition 17.3)

If Box 'E3' is ticked above, this contract is subject to the Purchaser(s) obtaining FIRB approval in respect to the purchase of this property

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Contract Conditions

Administrative Provisions

1. Interpretation

In the interpretation of this Contract where the context permits:

- 1.1 The provisions of this Contract bind the Purchasers, if more than one, jointly and severally;
- 1.2 Headings are for document navigation only and do not affect interpretation;
- 1.3 Words importing or denoting:
 - (a) either gender shall be deemed to include the other gender and those persons identifying as neither gender;
 - (b) the neutral gender shall be deemed to include either gender and those persons identifying as neither gender;
 - (c) the singular number shall be deemed to include the plural and vice versa;
 - (d) natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- 1.4 Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them each jointly and severally;
- 1.5 a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- 1.6 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.7 a reference to a party, clause, paragraph, schedule or attachment is a reference to a party, clause, paragraph, schedule or attachment to, or of, this Contract;
- 1.8 a reference to this Contract includes all Conditions, Conditions, Vendor Statement (Section 32 Statement), Schedules or Attachments;
- 1.9 a reference to:
 - (a) currency in this Contract are references to Australian currency;
 - (b) a time is a reference to Australian Eastern Standard Time (or Australian Eastern Daylight Savings Time if applicable);
- 1.10 a reference to any legislation or to any provision of any legislation includes:
 - (a) any modification, re-enactment or replacement of the legislation; and
 - (b) all legislation, statutory instruments and regulations issued under the legislation or provision;
- 1.11 no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or any part of it;
- 1.12 the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation; and
- 1.13 terms described in the Particulars of Sale have the same meanings when used in this Contract.
- 1.14 Any reference to 'registered proprietor' can be taken to mean 'owner' for any part of the land which is not under the operation of the Transfer of Land Act 1958.

2. Definitions

The following terms are defined as follows save and except of any inconsistency as to context or subject matter):

- 2.1 **ATO** means the Australian Taxation Office.
- 2.2 **Authority** means an authority having jurisdiction over the Property (including its occupation, use and development) including any government, statutory body or corporation or service provider.
- 2.3 **Bank Cheque** means a cheque drawn on a Bank.
- 2.4 **BA** means the *Building Act 1993* (Vic)
- 2.5 **Business Day** means any day which is not a Saturday, Sunday or a public holiday in the State of Victoria.

- 2.6 **Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
- 2.7 **Cost** means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.
- 2.8 **Commissioner** means the Commissioner of Taxation for the time being of the ATO.
- 2.9 **Duties Act** means the *Duties Act 2000* (Vic).
- 2.10 **Duties** means any duty payable pursuant to the Duties Act;
- 2.11 **Digital Duties Form** means the electronic stamp duty declaration available on the State Revenue Office of Victoria's 'Duties Online' Website;
- 2.12 **Electronic Transmission** means the giving of a document by the Vendor to the Purchaser by:
- (a) transmitting the document by email; or
 - (b) transmitting, by email, notification that the document is given together with a hyperlink at which the document can be viewed and downloaded or the web address where the document can be viewed and downloaded.
- 2.13 **ECNL** means the Electronic Conveyancing National Law.
- 2.14 **Encumbrance** means any mortgage, lien, hypothecation, charge, security interest, bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of encumbrance.
- 2.15 **FIRB Act** means the Foreign Acquisitions and Takeovers Act 1975 (Cth).
- 2.16 **FIRB Approval** means the approval of the Treasurer pursuant to the provisions of the FIRB Act.
- 2.17 **FIRB Regulations** means the Foreign Acquisitions and Takeovers Regulations 1989 (Cth).
- 2.18 **Government Agency** means:
- (a) a government or government department;
 - (b) a governmental, semi-governmental, regulatory or judicial entity or authority; or
 - (c) a person (whether autonomous or not) who is charged with the administration of a law.
- 2.19 **Guarantee** means a guarantee and indemnity in the form set out in Schedule A.
- 2.20 **GST** means goods and services tax and any penalties and interest thereon.
- 2.21 **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 2.22 **Law** means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, authorisation, consent, or licence, notice or directive of any Authority or otherwise and includes any law relating to or affecting the Property or its occupation, use or development.
- 2.23 **Loss** means any loss, damage (including death or injury) or Cost of any kind.
- 2.24 **NTSA** means A New Tax System (Goods and Services Tax) Act 1999 (Cth)
- 2.25 **Outgoings** means all outgoing and operating expenses relating to the Property including rates, taxes, assessments, land tax and levies including Owners Corporation fees and levies.
- 2.26 **Particulars of Sale** means the Particulars of Sale to which these Conditions are attached.
- 2.27 **Payment Direction** means a direction in writing to the Purchaser's Representative from the Vendor's Representative:
- (a) In respect to a PEXA transaction, confirming Source Funds and Destination Line Items required for Settlement on a PEXA Workspace; or
 - (b) In respect to paper transaction, confirming the bank cheques to be provided by the Purchaser at Settlement.
- 2.28 **PEXA** means the electronic conveyancing system operated by Property Exchange Australia Ltd its successors or assigns and/or any other electronic conveyancing system agreed by the parties for use in this transaction.
- 2.29 **PEXA Workspace** means the transactional workspace created in respect to a particular transaction in PEXA.
- 2.30 **Provider** means the Government Agency or corporation which supplies any Services.
- 2.31 **Purchaser's Representative** means the Australian Legal Practitioner or conveyancer appointed by the Purchaser for the purposes conducting all legal aspects of Settlement, including the performance of the Purchaser's obligations under this Contract.

- 2.32 **Purchaser's Agent** refers to an agent appointed by the Purchaser under specific authority and does not include the selling agent or real estate agent appointed in respect to the sale of the Property.
- 2.33 **Revenue Ruling** means State Revenue Office Revenue Ruling DA.048 in respect to duty concession for off the plan sales (land and building packages and refurbishments).
- 2.34 **Settlement means** the date upon which possession of the Property is provided, title is accepted and the Price is paid.
- 2.35 **Settlement Date** means the due date for Settlement detailed in the Particulars of Sale.
- 2.36 **Service Fees** means any fee, contribution, charge or expense paid to or payable to a Provider for the supply, connection, work, installation, infrastructure to enable, connect or transfer any Services to the Land.
- 2.37 **Services** means all services specified in the Section 32 Statement and all services of any nature from time to time provided to the Land or made available for use by the Purchaser at the Land including any electricity, gas, lighting, fuel, electricity, telephone, Internet, or other communications, pay TV, NBN service, smoke detector, water, sewerage, ventilation, drainage, air conditioning, water disposal or hydraulic services.
- 2.38 **SLA** means the Sale of Land Act 1962 (Vic).
- 2.39 **Spouse** means a spouse within the meaning of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*, *Income Tax Assessment Act 1997 (Cth)*, associated regulations and guidance notes issued by the Foreign Investment Review Board from time to time.
- 2.40 **TAA** means the *Tax Administration Act 1953 (Cth)*
- 2.41 **TLA** means the *Transfer of Land Act 1958 (Vic)*
- 2.42 **Transfer** means such registrable instrument or instruments of transfer of the Land as will enable the Purchaser to become registered as proprietor of the Land.
- 2.43 **Treasurer** means the Treasurer of the Commonwealth of Australia.
- 2.44 **Vendor's Representative** means the Australian Legal Practitioner or conveyancer appointed by the Vendor for the purposes conducting all legal aspects of Settlement, including the performance of the Vendor's obligations under this Contract.
- 2.45 **Vendor Statement** means a statement in accordance with Section 32 of the SLA which is attached to, and forms part of, this Contract.
- 2.46 **Vendor's Agent** refers to an agent appointed by the Vendor under specific authority and does not include the selling agent or real estate agent appointed in respect to the sale of the Property.

3. Time

- 3.1 Time is of the essence of this contract.
- 3.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 3.3 Time is extended to the second business day after the Vendor's representative's office reopens after any Christmas and New Year closure period as advised by the Vendor's representative in writing.

4. Whole Agreement

- 4.4 This Contract sets out all the terms and Conditions of this sale and any promise, Condition, representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor not contained in this Contract is expressly negated and withdrawn.
- 4.5 The Purchaser acknowledges that there is no other contract, agreement and collateral warranty subsisting at the time of signing this Contract which related to the property.
- 4.6 This Condition shall operate for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and contractors.

5. Service

- 5.1 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.
- 5.2 A document being a cooling off notice under Section 31 of the SLA or a notice under Condition 37.2 (ending the contract if the loan is not approved) may be served on the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 5.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or

- (c) in a manner authorised 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.

5.4 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*.

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

6. Notices

- 6.1 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.
- 6.2 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.
- 6.3 The Purchaser may enter the property to comply with that responsibility where action is required before Settlement.

7. Severability

If any part of this Contract is void, unenforceable or illegal then that part must be read down so as to give it as much effect as possible and if this cannot be achieved, then it must be severed from this Contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

8. Further assurance

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this Contract and the transactions contemplated by it (including, but not limited to, the execution of documents).

9. Counterparts

This Contract may be executed in any number of counterparts and all counterparts taken together will constitute one instrument.

10. Non-Merger

Any part of this Contract that remains to be performed or is capable of having effect after the Settlement Date will not merge on transfer of the property but will continue to have full force and effect until such time as effect is given to that part.

11. Reference to Statutes

In this Contract a reference to a statute, ordinance, code or other law includes any regulations and other instruments made under it and any consolidations, amendments, re-enactments or equivalent provision in any replacement of any of them occurring at any time before or after the date of this Contract.

12. Governing Law

This Contract is governed by the laws of the State of Victoria.

Warranties and Acknowledgements

13. Vendor Warranties

13.1 The Vendor warrants that the Vendor:

- (a) has, or by the Settlement Date 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 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.
- 13.2 The Vendor further warrants that the Vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at Settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 13.3 The warranties in Conditions 13.1 and 13.2 are subject to any contrary provisions in this contract and disclosures in the Section 32 statement required to be given by the Vendor under Section 32 of the SLA in accordance with Division 2 of Part II of that Act.
- 13.4 If Sections 137B and 137C of the BA 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 BA and regulations made under the Building Act 1993.
- 13.5 Words and phrases used in Condition 13.4 which are defined in the BA have the same meaning in Condition 13.4.
- 13.6 These warranties replace the Purchaser's right to make requisitions and inquiries.

14. Purchaser Acknowledgements and Warranties

- 14.1 The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the Vendor or any other person on the Vendor's behalf:
- (a) In its present Condition and state of repair;
 - (b) Subject to all defects latent and patent;
 - (c) Subject to any infestations and dilapidation;
 - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (e) Subject to any potential or actual non-compliance, that is disclosed herein or in the Vendor Statement attached hereto, with the Local Government Act or any Ordinance under that Act in respect of any building or structure on the land.
- 14.2 The Purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 14.3 The Purchaser acknowledges that they are purchasing the property subject to:
- (a) any encumbrance included in the Vendor Statement attached hereto other than mortgage and caveats and any reservation in the crown grant.
 - (b) Any lease referred to in the Particulars of Sale and in respect to such lease the Purchaser indemnifies the Vendor against all obligations as landlord under any such lease after Settlement.
- 14.4 The Purchaser acknowledges that 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.

- 14.5 The Purchaser acknowledges having received from the Vendor or their legal representative prior to the execution of this Contract or any preliminary contract or contract note or any other document relating to this sale which is or is intended to be legally binding, or payment of any deposit or other money:
- (a) a copy of this Contract pursuant to Section 53 of the Estate Agents Act 1980; and
 - (b) a statement required by Section 32(1) of the SLA.

15. Purchaser Authority and Capacity

15.1 The Purchaser warrants that:

- (a) it has full legal capacity and power to enter into this Contract of Sale and perform its obligations hereunder;
- (b) is legally allowed to own property;
- (c) no representation, warranty or other information provided by the Purchaser contains any untrue statement of material fact or omits to state a material fact necessary to ensure that the representation, warranty or information is not misleading;
- (d) If entering into this Contract as the trustee of a trust or Settlement, the Purchaser further warrants that:
 - (i) the trust is legally constituted and no action has been taken or proposed to terminate the trust; and
 - (ii) it has full legal capacity and power under the trust deed, agreement, undertaking or instrument in respect to the trust or its assets, to enter into and perform its obligations under this Contract; and
 - (iii) is doing so as part of the proper administration of the trust.
- (e) no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or (to its knowledge after due inquiry) threatened which, if adversely determined, could have a material adverse effect on its ability to perform its obligations under this Contract.

16. Transfer, Licence or Agreement

The Purchaser acknowledges that they are responsible for cost of preparation of any consent or licence required pursuant to Condition 21.1.

17. Foreign Investment Review Board Act

17.1 If the Purchaser has ticked any box "A", "B", "C", "D" or "E1" on the Particulars of Sale:

- (a) The Purchaser warrants that FIRB Approval is not required for its purchase of the Property from the Vendor;
- (b) The Purchaser acknowledges that the Vendor is relying on the Purchaser's warranty contained in Condition 17.1;
- (c) The Purchaser indemnifies the Vendor against all Claims and Loss which the Vendor may incur or may become liable for (including any consequential loss which the Vendor may incur or may become liable for) as a consequence of the Vendor having relied upon the Purchaser's warranty when entering into this Contract;
- (d) If this Contract does not proceed to Settlement as a consequence of the Purchaser's breach of the warranty contained in Condition 17.1 the Deposit paid by the Purchaser will be forfeited to the Vendor.

17.2 If the Purchaser has ticked box "E2" in the Particulars of Sale:

- (a) The Purchaser warrants that FIRB Approval is required for its purchase of the Property from the Vendor and it has obtained that approval; and
- (b) The Purchaser must provide a copy of the FIRB approval to the Vendor upon executing this Contract.

17.3 If the Purchaser has ticked box "E3" in the Particulars of Sale:

- (a) the Purchaser must:
 - (i) within 5 Business Days after the Day of Sale apply for FIRB Approval for its purchase of the Property from the Vendor if it has not already done so;
 - (ii) use its best endeavours to obtain that FIRB Approval as soon as possible; and
 - (iii) provide to the Vendor within 2 Business Days of receipt or despatch a copy of:
 - (A) the application for the FIRB Approval and all communications received from the Treasurer in respect to the application; and

- (B) either:
 - (I) the order from the Treasurer prohibiting the acquisition of the Property by the Purchaser; or
 - (II) advice in writing that the Treasurer has no objection to the acquisition of the Property by the Purchaser;
- (b) If no objection is received from the Treasurer in respect to the Purchaser's acquisition of the Property within 30 days of the date hereof, the Vendor may terminate this Contract by written notice to the Purchaser.
- (c) If this Contract is terminated pursuant to Condition 17.3(b), the Deposit is to be refunded in full to the Purchaser.

The Land

18. General Law Land

- 18.1 This Condition only applies if any part of the land is not under the operation of the TLA.
- 18.2 The Vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 18.3 The Purchaser is entitled to inspect the Vendor's chain of title on request at such place in Victoria as the Vendor nominates.
- 18.4 The Purchaser is taken to have accepted the Vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the Purchaser has not reasonably objected to the title or reasonably required the Vendor to remedy a defect in the title.
- 18.5 The contract will be at an end if:
 - (a) the Vendor gives the Purchaser a notice that the Vendor is unable or unwilling to satisfy the Purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 18.6 If the contract ends in accordance with Condition 18.5, the deposit must be returned to the Purchaser and neither party has a claim against the other in damages.

19. Identity of the Land

- 19.1 The Purchaser admits that:
 - (a) the Property as inspected by it is identical with the Property described in the title particulars contained in the Particulars of Sale;
 - (b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;
 - (c) improvements located on adjoining properties do not encroach on to the Land; and
 - (d) any improvements on the Land comply with all Laws.
- 19.2 The Purchaser may not make any objection or claim for compensation for any deficiency in the area, description or measurements of the land nor can the Purchaser require the Vendor to amend title nor make any reparation of costs for any such amendment.
- 19.3 Any deficiency under Condition 19.2 will not invalidate the sale.

20. Land and Use

- 20.1 The Land is sold subject to all Laws affecting the Land, its use and development.
- 20.2 No Law constitutes a defect in the Vendor's title or affects the validity of this Contract.
- 20.3 The Purchaser:
 - (a) is responsible for remedying, at its own cost, any failure of the Land to comply on the Day of Sale with any Laws affecting the Land; and
 - (b) indemnifies the Vendor in respect of all Claims and Loss which the Vendor may incur or may become liable for as a result of the Purchaser's failure to remedy any such failure.

21. Connection/Service Fees

21.1 The Purchaser acknowledges that:

- (a) the Services may not be connected to the Property at Settlement;
- (b) at settlement and in addition to the Balance of the Price, the Purchaser will be responsible to reimburse the Vendor at settlement for any charge or expense paid to or payable to a Provider for the supply, connection work, installation, infrastructure to enable, connect or transfer any services to the land.

21.2 The Purchaser acknowledges that the Vendor has made no representation as to the quantum of Service/Connection Fees, availability or adequacy of the Services for the Purchaser's proposed use of the Land and the Purchaser must rely on their own appropriate inquiries as to the quantum of Service Fees, availability or adequacy of Services and will not make any claim against the Vendor in respect to same.

21.3 The condition of the available or connected 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.

21.4 The Vendor at its absolute discretion may arrange for the connection of any or all Services to the Land and the Purchaser will not make any claim against the Vendor should the Services not be connected to the Property at settlement.

21.5 Any Service Fee paid or to be paid by the Vendor to a Provider must be paid to the Vendor in full by the Purchaser at Settlement and the Purchaser must not make any claim, requisition or inquiry, delay or refuse settlement, retain, withhold or require any adjustment of money and/or issue proceedings, injunctive or otherwise because of any matters contemplated by this Special Condition **Error! Reference source not found.**

21.6 This special condition will continue for the benefit of the Vendor and will not merge with the transfer of the property.

22. Encumbrances and Licences

22.1 The Property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) contained in the Contract.

22.2 The Purchaser acknowledges that:

- (a) sewers, drains or other services may be laid outside registered easements; and
- (b) the Property may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others which may not have been disclosed to the Vendor and which may not be apparent from inspection of the Property.

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

23. Planning

23.1 The Purchaser buys subject to any restrictions imposed by the provisions of any applicable town planning legislation, orders, plans, schemes, overlays, local government by-laws or other enactments by any Government Agency empowered to make restrictions.

23.2 Any such restriction shall not constitute a defect in the Vendor's title.

23.3 Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

24. Condition of property

The Purchaser acknowledges that subject to Conditions 58 to 64 inclusive:

24.1 The property and the chattels are purchased in the existing condition;

24.2 The Vendor makes no representation or warranties as to any plans, designs or specifications that may exist in relation to the constructions of any building in or on the property or to the condition of any building on the property.

24.3 They have purchased the property as a result of their own inspections and enquiries and accept the land sold (including improvements thereon) in its present state of repair and condition.

24.4 They shall not be entitled to make any objections, requisitions or Claim in respect of the condition or state of repair of the land and improvements, of any defect (whether latent or patent) or the location of any structure or improvement over any sewer drain or other property service (whether or not any required approval consent was obtained or Condition complied with) or of any non-compliance with the provisions of legislation or regulations relating to such improvements.

- 24.5 The Purchaser acknowledges that they 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 Date.

25. No Requisitions

- 25.1 The Purchaser shall not make any requisitions or objections on or to title concerning any matter the subject of this Contract.
- 25.2 The Vendor provides to the Purchaser the various warranties regarding the property as are set out in the Vendor Statement attached hereto.
- 25.3 The Purchaser indemnifies the Vendor and must not:
- (a) make any requisition, objection or Claim;
 - (b) ask the Vendor to take any action or incur any Cost; or
 - (c) delay Settlement, or rescind or terminate this Contract;
 - (d) due to any matter or any failure of the Property to comply in any respect with any matter referred to in Conditions 14.1, 0, 23, 24, 26 and 27.

26. Loss or Damage before Settlement

- 26.1 The Vendor carries the risk of loss or damage to the property until Settlement.
- 26.2 Except for fair wear and tear, the Vendor must deliver the property to the Purchaser in the same Condition it was in as at the date of sale and the Purchaser cannot delay Settlement because of any deficiency in the Condition of the property or the chattels therein.
- 26.3 The Purchaser nominate an amount not exceeding \$5,000 to be held by the Vendor's representative and the parties hereto agree that each party must pay half of the nominated amount into the Vendor's representative's trust account to be held until such time a determination of the Purchaser's claim is made.

27. Rights of entry

The rights of entry under Condition 6.3 must be exercised at reasonable times and with the Vendor's prior written approval.

Financial

28. Payment

- 28.1 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.
- 28.2 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
- 28.3 The Purchaser must pay all money other than the deposit:
- (a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.
- 28.4 Payments may be made or tendered:
- (a) by electronic funds transfer to a recipient having the appropriate facilities for receipt; or
 - (b) up to \$1,000 in cash; or
 - (c) by cheque drawn on an authorised deposit taking institution; or
- 28.5 However, unless otherwise agreed:
- (a) 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
 - (b) 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.

- (i) At Settlement, the Purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.
 - (ii) Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
 - (iii) Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
 - (iv) As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 28.6 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.
- 28.7 For the purpose of this 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.

29. Deposit – Release

- 29.1 Despite anything else in this Contract the Deposit is to be held on trust for the Purchaser until:
- (a) Settlement; or
 - (b) Rescission or lawful termination of this Contract by either party; or
 - (c) Release of the Deposit pursuant to Section 27 of the SLA in which case the deposit must be released to the Vendor if:
 - (i) the Vendor provides particulars, to the satisfaction of the Purchaser, that either:
 - (A) there are no debts secured against the property; or
 - (B) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (ii) at least 28 days have elapsed since the particulars were given to the Purchaser under paragraph (a); and
 - (iii) all Conditions of Section 27 of the SLA have been satisfied.
- 29.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 29.3 The stakeholder may pay the deposit and any interest into Court if it is reasonable to do so.
- 29.4 If the Purchaser does not pay the Deposit when due under this Contract, the Vendor may terminate this Contract and is entitled to recover the Deposit from the Purchaser as a liquidated debt.

30. Acceptance of title

Where the Purchaser is deemed by Section 27(7) of the SLA 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.

31. Deposit bond

- 31.1 This Condition applies if the box marked Deposit Bond is ticked and initialled by all parties in the Particulars of Sale hereto.
- 31.2 In this Condition:
- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the Vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for Settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 31.3 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.
- 31.4 The Purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and Conditions.
- 31.5 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with Condition 51.2 following breach by the Purchaser; and
 - (d) the date on which the Vendor ends this contract by accepting repudiation of it by the Purchaser.
- 31.6 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 Condition 31.5 to the extent of the payment.
- 31.7 Nothing in this Condition limits the rights of the Vendor if the Purchaser defaults under this contract or repudiates this contract, except as provided in Condition 31.6.
- 31.8 This Condition is subject to Condition 28.2.

32. Bank guarantee

This Condition applies if the box marked Bank Guarantee is ticked and initialled by all parties in the Particulars of Sale hereto.

- 32.1 In this 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 under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).
- 32.2 The Purchaser may deliver a bank guarantee to the Vendor's legal practitioner or conveyancer.
- 32.3 The Purchaser must pay the amount secured by the bank guarantee to the Vendor's legal practitioner or conveyancer on the first to occur of:
- (a) Settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with Condition 51.2 following breach by the Purchaser; and
 - (d) the date on which the Vendor ends this contract by accepting repudiation of it by the Purchaser.
- 32.4 The Vendor must return the bank guarantee document to the Purchaser when the Purchaser pays the amount secured by the bank guarantee in accordance with Condition 32.3.
- 32.5 The Vendor may claim on the bank guarantee without prior notice if the Purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the Purchaser under Condition 32.3 to the extent of the payment.
- 32.6 Nothing in this Condition limits the rights of the Vendor if the Purchaser defaults under this contract or repudiates this contract, except as provided in Condition 32.5.

33. Terms Contract

- 33.1 If this is a 'terms contract' as defined in the SLA:
- (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 SLA; 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.
- 33.2 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.

34. Release of Security Interest

- 34.1 This Condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 34.2 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 Condition 34.4, 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.
- 34.3 If the Purchaser is given the details of the Vendor's date of birth under Condition 34.2, the Purchaser must
- (a) only use the Vendor's date of birth for the purposes specified in Condition 34.2; and
 - (b) keep the date of birth of the Vendor secure and confidential.
- 34.4 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.
- 34.5 Subject to Condition 34.6, 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 predominately 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.
- 34.6 The Vendor is obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property described in Condition 34.5 if –
- (a) the personal property is of a kind that may be described by a 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.
- 34.7 A release for the purposes of Condition 34.4(a) must be in writing.
- 34.8 A release for the purposes of Condition 34.4(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.
- 34.9 If the Purchaser receives a release under Condition 34.4(a) the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after Settlement.
- 34.10 In addition to ensuring a release is received under Condition 34.4(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.
- 34.11 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.

- 34.12 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 Condition 34.11.
- 34.13 If Settlement is delayed under Condition 34.12, 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.
- 34.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This Condition 34.14 applies despite Condition 34.1.
- 34.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in Condition 34 unless the context requires otherwise.

35. Outgoings

- 35.1 The Vendor is responsible for all Outgoings required to be paid by the Vendor in relation to the Property up to, and including, the Settlement Date. The Purchaser must pay all Outgoings required to be paid after Settlement.
- 35.2 The Vendor is not required to pay Outgoings for the property at the Settlement Date if at that date the Property is not separately rated but the Vendor undertakes to pay the Outgoings when they become due and payable in respect to the whole unsubdivided land.
- 35.3 Outgoings must be apportioned and adjusted at Settlement in accordance with the provisions of this Condition 35 as follows:
- (a) An apportionment must be made in respect of the period to which the amount relates (e.g. quarterly adjusted quarterly or yearly adjusted yearly).
 - (b) An Outgoing must be apportioned between the Vendor and the Purchaser on Settlement on the basis that the relevant Outgoing has been paid by the Vendor for the whole of the current period for which the assessment relates irrespective of whether it has actually been paid.
 - (c) Any personal statutory benefit available to any party must be disregarded when calculating an apportionment.
 - (d) If at Settlement an **Outgoing has been assessed** on the Property but is not due for payment;
 - (i) the Purchaser is not entitled to deduct from or delay the payment of any part of the Price on the basis that such Outgoing has not been paid; and
 - (ii) the Vendor may elect to, subject to any adjustment payable by the Purchaser, either attend to the payment of the Outgoing within the time provided in the assessment notice or at Settlement.
 - (e) If any **Outgoing is not separately assessed** by the relevant Government Agency:
 - (i) the amount to be apportioned between the Vendor and the Purchaser will be apportioned in the same proportion as the lot liability of the Property bears to the total lot liability of all Lots on the Final Plan;
 - (ii) the Vendor will, subject to any adjustment payable by the Purchaser and to any rights of appeal which the Vendor may have to the relevant Government Agency, attend to the payment of the Outgoing when notice of assessment has been received by the Vendor by the due date provided in the assessment notice;
 - (iii) the Vendor may, at its option, require the Purchaser to adjust at Settlement an amount which the Vendor, acting reasonably, considers to be an appropriate estimate of the unassessed Outgoing for the relevant period. As soon as possible after the assessment of the Outgoing the parties must make any necessary re-adjustment between themselves; and
 - (iv) the Purchaser is not entitled to deduct from, or delay the payment of, any part of the Price on the basis that an Outgoing has not been assessed at Settlement.

36. Adjustments

- 36.1 Subject to Condition 35, the Purchaser's Lawyer must make the apportionments required by this Contract and must deliver a statement of adjustments to the Vendor's Lawyer no later than 3 business days prior to Settlement (**the Statement of Adjustments**).
- 36.2 If the Purchaser, or its Lawyer, does not comply with Condition 36.1 then:

- (a) the Vendor may settle this Contract at any time on or between the Settlement Date and 10 Business Days from the latter date on which it receives the Statement of Adjustments or Transfer of Land (if applicable) pursuant to Condition 55.1; and
 - (b) the Purchaser is deemed to have defaulted in payment of the balance of the Price and must pay interest on this amount pursuant to Condition 48 from the Settlement Date until the expiry of the period of 10 Business Days from latter delivery of the Statement of Adjustments or Transfer of Land.
- 36.3 In addition to the requirements under Condition 35 and Condition 36.1 the Statement of Adjustments must:
- (a) include contributions, if any, demanded by the body corporate;
 - (b) any amounts paid by the Vendor to or on behalf of the body corporate in respect of insurance premiums;
 - (c) any licence fee payable pursuant to Condition 53; and
 - (d) The Purchaser must provide copies of all certificates and other information used to calculate the adjustments under Condition 14.5(b), if requested by the Vendor.
- 36.4 For the purposes of clarification, the definition of 'certificates' in Condition 36.3(d) shall be taken to mean certificates obtained by the Purchaser or the Purchaser's representative which are dated not more than two months prior to the date upon which the adjustments were prepared and specifically excludes copies of certificates included in the Vendor Statement attached hereto.
- 36.5 In the event that the lot or lots hereby sold are not separately assessed in respect of any rates, taxes, assessments, fire insurance premiums or other outgoings then for the purpose of apportionment the lot sold shall be liable to that proportion of any such rates, taxes, assessments, fire insurance premiums and other outgoings levied or assessed against the parcel as a whole which the lot liability of such lot bears to the total liability of all lots contained in the plan of subdivision.

Conditional Provisions (as applicable)

37. Loan

- 37.1 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.
- 37.2 The Purchaser may end the contract if the loan is not approved by the approval date, but only if the Purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor; and
 - (d) is not in default under any other Condition of this contract when the notice is given.
- 37.3 All money must be immediately refunded to the Purchaser if the contract is ended.

Stamp Duty and Tax

38. Stamp Duty

- 38.1 If there is more than one Purchaser it is the Purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the Proportions);
- 38.2 If the Proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation;
- 38.3 The Purchasers indemnify the Vendor, the Vendor's agent and the Vendor's Representative against any claim or demand which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from that shown herein; and
- 38.4 This Condition will not merge upon completion.

39. GST

- 39.1 The Purchaser does not have to pay the Vendor any GST payable by the Vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the Purchaser must pay to the Vendor any GST payable by the Vendor:
- (a) solely as a result of any action taken or intended to be taken by the Purchaser after the day of sale, including a change of use; or

- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of Section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of Section 38-325 of the GST Act.
- 39.2 The Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 39.3 If the Purchaser is liable to pay GST, the Purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 39.4 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.
- 39.5 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.
- 39.6 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.
- 39.7 This Condition will not merge on either Settlement or registration.

40. GST Withholding

- 40.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the TAA or in NTSA have the same meaning in this Condition unless the context requires otherwise.
- 40.2 This Condition 40 applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-250 of Schedule 1 to the TAA because the property is:
- (a) new residential premises; or
 - (b) 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 TAA or NTSA. Nothing in this Condition 40.2 is to be taken as relieving the Vendor from compliance with Section 14-255.
- 40.3 The amount is to be deducted from the Vendor's entitlement to the contract consideration and is then taken to be paid to the Commissioner, whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with Section 14-255 of Schedule 1 to the TAA. The Vendor must pay to the Purchaser at Settlement such part of the amount as is represented by non-monetary consideration.
- 40.4 The Vendor must provide to the Purchaser a GST Withholding Notice as required under Section 14-255 of Schedule 1 of the TAA no later than 14 days prior to Settlement.
- 40.5 Should the Purchaser be required to withhold GST at Settlement, the Purchaser must acquire a reference number from the ATO and this reference number must accompany any payment of GST to the ATO.
- 40.6 The representative is taken to have complied with the requirements of Condition 40.3 if:
- (a) Settlement is conducted through PEXA or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the Settlement statement requiring payment to the Commissioner in respect of this transaction.
- 40.7 The Purchaser may at Settlement give the Vendor a bank cheque for the amount in accordance with Section 16-30 (3) of Schedule 1 to the TAA, but only if:
- (a) so agreed by the Vendor in writing; and
 - (b) the Settlement is not conducted through PEXA or any other electronic conveyancing system agreed by the parties.
- 40.8 However, if the Purchaser gives the bank cheque in accordance with this Condition 40.7, the Vendor must immediately after Settlement:
- (a) provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (b) 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.
- 40.9 In accordance with Section 14-250 of Schedule 1 of the TAA, each party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required;
 - (b) determine the amount to be paid; or
 - (c) in order to comply with the Purchaser's obligation to pay the amount,
- within 5 business days of a written request for such information and the party providing the information warrants that it is true and correct.
- 40.10 The Vendor warrants that at Settlement:
- (a) 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 TAA 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 TAA is the correct amount required to be paid under Section 14-250 of the legislation.
- 40.11 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the Vendor's failure, including breach of a warranty in Condition 40.10; or
 - (b) the Purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with Section 14-250 (1) of Schedule 1 to the TAA.

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.

40.12 This Condition 40 will not merge on Settlement.

41. Tax invoice

If the Vendor makes a taxable supply under this contract (that is not a margin scheme supply) and

- 41.1 the price includes GST; or
- 41.2 the Purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under Condition 39.1(a), (b) or (c)), the Purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

42. Foreign resident capital gains withholding

- 42.1 Words defined or used in Subdivision 14-D of Schedule 1 to the TAA have the same meaning in this Condition unless the context requires otherwise.
- 42.2 Every Vendor under this contract is a foreign resident for the purposes of this Condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under Section 14-220 (1) of Schedule 1 to the TAA. The specified period in the clearance certificate must include the actual date of Settlement.
- 42.3 This Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-200(3) or Section 14-235 of Schedule 1 to the TAA ("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.
- 42.4 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.
- 42.5 The Purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of Settlement, including the performance of the Purchaser's obligations under the legislation and this Condition; and
 - (b) ensure that the representative does so.

- 42.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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 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.
- 42.7 The representative is taken to have complied with the requirements in Condition 42.6 if:
- (a) the Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the Settlement statement requiring payment to the Commissioner in respect of this transaction.
- 42.8 Any clearance certificate or document evidencing variation of the amount in accordance with Section 14-235(2) of Schedule 1 to the TAA must be given to the Purchaser at least 5 business days before the due date for Settlement.
- 42.9 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 TAA. 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.
- 42.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Settlement

43. Electronic Conveyancing

- 43.1 Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the ECNL. The parties may subsequently agree in writing that this Condition 43 applies even if the box next to it is not checked. This Condition 43 has priority over any other provision to the extent of any inconsistency.
- 43.2 A party must immediately give written notice if that party reasonably believes that Settlement and lodgement can no longer be conducted electronically. Condition 43 ceases to apply from when such a notice is given.
- 43.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the ECNL,
 - (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 ECNL, and
 - (c) conduct the transaction in accordance with the ECNL.
- 43.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for Settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 43.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for Settlement.
- 43.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 43.7 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 Condition 43.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for Settlement is after 4.00 pm.

- 43.8 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.
- 43.9 The Vendor must before Settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of Settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at Settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the Purchaser or the Purchaser's nominee on notification by the Electronic Network Operator of Settlement.
- 43.10 The Vendor must, at least 7 days before the due date for Settlement, provide the original of any document required to be prepared by the Vendor in accordance with Condition 43.
- 43.11 The parties agree that neither party is to be liable to the other for any delay in the performance of their respective obligations under this Contract in the event that Settlement is unable to proceed on the Settlement Date as required in this Contract, if such delay is solely due to the PEXA system or any affiliated system not being operational and thus incapable of conducting and completing an electronic Settlement.
- 43.12 The parties acknowledge that time is of the essence under this contract and as such each party undertakes to settle the matter as soon as practicable after the PEXA system resumes operation.
- 43.13 Any complete inability by either party to settle electronically due to the continued non-operation of the PEXA system will not constitute an ending of this Contract unless it is also impossible to complete a paper based transaction in lieu thereof.

44. Parties Obligations at Settlement

- 44.1 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.
- 44.2 Settlement must be conducted between the hours of 10:00 am and 4:00 pm unless the parties agree otherwise and should the parties not agree Settlement after 4:00 pm shall be deemed to take place on the next business day.
- 44.3 Settlement will be conducted on PEXA or any other electronic conveyancing system or if the transaction is incapable of being conducted electronically then paper Settlement will occur at a venue at the Vendor's direction.
- 44.4 If Settlement is to occur pursuant to Condition 44.3 and the Purchaser requires Settlement take place at a venue other than as stipulated under Condition 44.3, the Purchaser shall pay the Vendor's legal costs of arranging an alternate Settlement venue of \$440.00 (GST inclusive) plus the costs of any variation to the Vendor's Settlement agent's fee to attend Settlement.
- 44.5 The Vendor's obligations under this Condition 44 continue after Settlement.

45. Delivery of Documents (if converted to Paper Settlement)

- 45.1 Subject to Condition 43 the Transfer of Land shall be delivered to the Vendor's representative no later than 10 days before Settlement.
- 45.2 Should the Purchaser fail to deliver the Transfer of Land within the time prescribed under Condition 55.1, then the Vendor may, without prejudice to the Vendor's other rights:
- (a) Complete this Contract at any time between the date for payment of the residue and the date which is 10 days after the Purchaser delivers the Transfer of Land; and
 - (b) The Purchaser must pay penalty interest pursuant to Condition 48 until such time as Settlement occurs.

Breach

46. Penalty Interest

Interest at a rate of 6% per annum plus the rate for the time being fixed by Section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

47. Waiver of Breach

- 47.1 No waiver of any breach of this Contract or any of the terms of this Contract will be effective unless that waiver is in writing and signed by the party entitled to the benefit of that power or right.
- 47.2 Such waiver referred to in Condition 47.1 is applicable only to the extent of the waiver set out in writing and shall not operate as a waiver of any other breach or subsequent breach.

48. Default – Penalty Interest

- 48.1 The Purchaser must pay to the Vendor default interest at the rate of 6% higher than the penalty interest rate as fixed by Section 2 of the *Penalty Interest Rate Act 1983* (Vic) calculated on the balance payable upon completion still due and owing to the Vendor during the default period.
- 48.2 Interest payable under Condition 48.1 accrues daily from, and including, the due date for payment up to, but excluding, the actual date of payment.

49. Default - Vendor's Damages

- 49.1 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date under this Contract or at a time subsequently arranged by consent of the parties, the Vendor will or may suffer the following losses and expenses which the Purchaser shall pay in addition to any interest chargeable on the balance of purchase moneys in accordance with the terms of this Contract:
- (a) This costs of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance calculated from the due date for Settlement;
 - (b) Any penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property.
 - (c) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for Settlement;
 - (d) Accommodation expenses necessarily incurred by the Vendor;
 - (e) Legal costs and expenses as between the Vendor's representative and the Vendor; and
 - (f) The Vendor's legal costs of \$880.00 (GST inclusive) for rescheduling a Settlement which has been booked with the Vendor's Lawyer.
- 49.2 The Vendor reserves its rights to claim liquidated damages.

50. Default Notice

- 50.1 Until a written default notice is served and not remedied by the defaulting party, the serving party is not entitled to exercise any rights arising from the defaulting party's default, other than the right to receive interest and the right to sue for money owing,
- 50.2 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.
- 50.3 The obligation under Condition 50 for a party to serve a default notice before exercising any rights arising from the other party's default does not apply in relation to the Vendor's right to end this Contract for failure to pay the deposit pursuant to Condition 29.4.
- 50.4 For the purposes of clarifying what is deemed to be a 'reasonable cost' in Condition 50.2(b)(ii) in respect to each default by the Purchaser:
- (a) The Vendor's legal costs on preparation and service of each default notice is \$880.00 (GST inclusive); and
 - (b) The Vendor's legal costs on preparation and service of a rescission notice is \$880.00 (GST inclusive).

51. Default - Consequences

- 51.1 If a default notice issued in accordance with Condition 50 does not state that unless the default is remedied and the reasonable Costs incurred as a result of the default and any interest payable are paid this Contract will be ended in accordance with that Condition then, if the default notice is not fully complied with, the party not in default under this Contract may:
- (a) terminate this Contract in which case Condition 51.2 or Condition 51.2 as applicable will apply; or
 - (b) leave this Contract on foot and sue the party in default under this Contract for damages, specific performance or both.
- 51.2 If the Vendor defaults and the contract ends pursuant to 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.
- 51.3 The Contract will immediately end 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 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.
- 51.4 If the Purchaser defaults all unpaid money under the contract becomes immediately payable to the Vendor but only if the default has been not remedied and the costs and interest are not paid.
- 51.5 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
- 51.6 any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

52. Default - Rescission

- 52.1 Upon rescission of this Contract by the Purchaser, the Purchaser becomes entitled to the return of the Deposit and all other money paid by the Purchaser under this Contract, with the exclusion of any money paid by the Purchaser as an occupation fee for any time during which the Purchaser was in actual occupation of the Property.
- 52.2 Upon rescission of this Contract by the Vendor, the Vendor becomes entitled to the Deposit.
- 52.3 The party rescinding this Contract must notify the stakeholder holding the Deposit in writing and instruct the stakeholder to pay the Deposit to the party entitled to the Deposit in accordance with the terms of this Contract.
- 52.4 The Vendor and the Purchaser appoint each other as their lawful attorney for the purpose specified in Condition 52.3 and release the stakeholder from any liability in complying with such written notice; and
- 52.5 Condition 51.2 must be read subject to Condition 52.1.

Occupation Prior to or after Settlement

53. Occupation by the Purchaser prior to Settlement

The Purchaser acknowledges that upon requesting occupation of the property prior to Settlement, the Vendor will provide to the Purchaser a licence upon the following terms (**the Occupancy Licence**):

- 53.1 The licence fee is to be payable weekly and is to be determined by the selling agent appointed by the Vendor in respect to the Property as being similar to rental for a comparable property type in the geographical area;
- 53.2 The risk shall pass to the Purchaser as at the date of occupation;

- 53.3 Adjustments as required under Condition 36 shall be made from the commencement date of the occupation and not the Settlement Date.
- 53.4 An adjustment in favour of the Vendor shall be made on the Statement of Adjustments in respect to the licence fee determined under Condition 53.1 or the occupancy fee may be paid in any manner directed by the Vendor in writing from time to time.
- 53.5 The Purchaser shall be liable for the Vendor's costs of preparation of the Occupancy Licence fixed at \$440.00, such sum to be adjusted in the Vendor's favour on the Statement of Adjustments.
- 53.6 Should the parties agree that the Purchaser shall require occupation of the property for a period of 12 months or longer the parties agree to enter into a Residential Tenancy Agreement pursuant to Section 26 of the *Residential Tenancies Act 1997* and in the form required under Regulation 8, Schedule 1, Form 1 or 2 (as applicable) of the *Residential Tenancies Regulations 2019*.

54. Continued Occupation by the Vendor after Settlement

The Purchaser acknowledges that upon requesting occupation of the property after Settlement for a period less than 12 calendar months, the Vendor will provide to the Purchaser a licence upon the following terms (**the Occupancy Licence**):

- 54.1 The licence fee is to be payable weekly and is to be determined by the selling agent appointed by the Vendor in respect to the Property as being similar to rental for a comparable property type in the geographical area;
- 54.2 The licence fee shall be paid in such a manner as directed by the Purchaser.
- 54.3 The Vendor shall be liable for the costs of preparation of the Occupancy Licence.
- 54.4 Should the parties agree that the Vendor shall require occupation of the property for a period of 12 months or longer the parties agree to enter into a Residential Tenancy Agreement pursuant to Section 26 of the *Residential Tenancies Act 1997* and in the form required under Regulation 8, Schedule 1, Form 1 or 2 (as applicable) of the *Residential Tenancies Regulations 2019*.

Nomination

55. Nomination by Purchaser

- 55.1 Provided the Purchaser is not in default under this Contract at the time, the Purchaser may nominate a substitute or additional transferee (**Nominated Transferee**) by providing the following to the Vendor not less than 14 days before the Settlement Date:
 - (a) Details of the Nominated Transferee's lawyer or conveyancer;
 - (b) a copy of the completed and executed Nomination in a format acceptable to the Vendor's Representative;
 - (c) a Guarantee completed by the officers of the Nominated Transferee in accordance with Condition 55 (if applicable);
 - (d) a current copy of an ASIC Extract showing the current officeholders of the Nominated Transferee (if applicable); and
 - (e) a warranty by the nominee that FIRB Approval is required and has been obtained for its purchase of the Property from the Vendor, such warranty to be accompanied by a copy of the FIRB Approval (if applicable); or
 - (f) a warranty by the nominee that FIRB Approval is not required for its purchase of the Property from the Vendor and an indemnity in favour of the Vendor against all Claims and Loss which the Vendor may incur or may become liable for (including any consequential loss which the Vendor may incur or may become liable for) as a consequence of the Vendor having relied upon the Nominated Transferee's warranty (if applicable).
- 55.2 If the Purchaser nominates a substitute or additional transferee pursuant to this Condition 55, the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.

Guarantee

56. Guarantee and Indemnity

- 56.1 Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the Purchaser must simultaneously with the execution hereof obtain the execution of a Guarantee and Indemnity in the form shown at Annexure A hereto by the sole director, two directors or one director and a secretary of the Purchaser company as applicable.

- 56.2 The Purchaser must provide to the Vendor with the executed Guarantee, a current ASIC Extract showing the current status of the corporation together with the names and addresses of all officeholders.
- 56.3 Each indemnity in this Contract is separate and independent from the Purchaser's other obligations in this Contract and continues after Settlement or after this Contract ends.
- 56.4 The Vendor may recover under an indemnity before incurring expense.

Unregistered Plan of Subdivision

57. Definitions

- 57.1 For the purposes of Conditions 58 to the end of this contract following definitions apply:
- (a) **Builder** means a person who is registered as a builder under the BA.
 - (b) **Building** means building works:
 - (i) to be carried out on or within the Land; and
 - (ii) necessary to procure the issuing of an Occupancy Permit for the Land.
 - (c) **Certificate of Final Inspection** means a certificate of final inspection as defined in Section 38 of the BA issued in respect of the Works.
 - (d) **Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
 - (e) **Cost** means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.
 - (f) **Defects** means any, omission or defect in the Works due to faulty materials or workmanship which affects the Property.
 - (g) **Defects Liability Period** means the period of shown in the Particulars of Sale.
 - (h) **Draft Plan** means proposed plan of subdivision PS [field] (a copy of which is included in the Vendor's Statement) and includes, where the context requires it, the Draft Plan as amended from time to time in the manner permitted by this Contract before registration at the Land Registry.
 - (i) **Duties Act** means the Duties Act 2000 (Vic).
 - (j) **Final Plan** means the final version of the Draft Plan which is registered at the Land Registry pursuant to Condition 58.2
 - (k) **MDBC** means a Major Domestic Building Contract as defined in the Domestic Building Contracts Act 1995 (Vic).
 - (l) **OC Act** means the Owners Corporations Act 2006 (Vic).
 - (m) **OC Regulations** means the Owners Corporations Regulations 2007 (Vic).
 - (n) **OC Rules** means the model rules set out in Schedule 2 of the OC Regulations or special rules as otherwise amended from time to time by the Owner's Corporation.
 - (o) **Occupancy Permit** means all Authorisations required by Law before the Property may be occupied.
 - (p) **Project** means the construction, development and subdivision of the buildings and improvements on the Site including the development of [residential apartments/serviced apartments/retail premises] and associated facilities/insert as applicable] as outlined in the Plans and Specifications.
 - (q) **Registration Period** means the period shown in the Particulars of Sale.
 - (r) **Works** means that part of the Project comprising works:
 - (i) to be carried out on or within the Land; and
 - (ii) necessary to procure the issuing of an Occupancy Permit for the Property.

~~58. Registration of Plan~~

- ~~58.1 The Purchaser acknowledges that the Property is a Lot on a draft plan of subdivision (Draft Plan) which has not been registered in accordance with the Subdivision Act 1988 (Vic).~~
- ~~58.2 The Vendor must at its own Cost use all reasonable endeavours to procure the certification and registration of the Final Plan.~~
- ~~58.3 The Vendor must promptly notify the Purchaser in writing when the Final Plan has been registered.~~

~~59. Expiration of Registration Period~~

~~59.1 If the Final Plan has not been registered by the end of the Registration Period the parties may rescind this Contract at any time after the expiry of the Registration Period as follows:~~

- ~~(a) the Purchaser may exercise their rights under Section 9AE of the SLA by written notice to the Vendor; and~~
- ~~(b) the Vendor, pursuant to Section 10B of the SLA, must obtain the written consent of the Purchaser to the rescission by giving at least 28 days' written notice of the proposed rescission setting out:
 - ~~(i) the reason why the Vendor is proposing to rescind the contract; and~~
 - ~~(ii) the reason for the delay in the registration of the plan of subdivision and/or the issuing of the occupancy permit; and~~
 - ~~(iii) that the Purchaser is not obliged to consent to the proposed rescission.~~~~
- ~~(c) The Purchaser must not unreasonably withhold such consent and in the event reasonable Purchaser consent is not forthcoming the Vendor reserves their right to exercise their rights under Section 10E of the SLA.~~
- ~~(d) Upon rescission under Condition 66.5:
 - ~~(i) the Deposit must be returned to the Purchaser:
 - ~~(A) If the deposit has been invested, any interest earned as a result will be divided evenly between the parties. and~~
 - ~~(B) neither party will have any further liability to the other under this Contract, but the rescission is without prejudice to any existing rights and liabilities of the parties under this Contract.~~~~~~

60. Amendments to Plan

If any amendment is made to the Draft Plan after the Day of Sale which restricts or limits the use of the Land, the Purchaser may avoid this Contract at any time before the Final Plan is registered unless the amendment results from any recommendation of a public authority or government department.

61. Rescission

61.1 The Vendor may rescind this Contract prior to the Registration Date if:

- (a) any requirement imposed in relation to registration of the Final Plan is, in the opinion of the Vendor, too onerous for the Vendor to perform; or
- (b) registration of the Final Plan is refused other than as a result of the act or omission of the Vendor.

62. Natural Surface Level

62.1 The Vendor discloses to the Purchaser works affecting the natural surface level of the Land or any land abutting the Land specified in Annexure B hereto as being the only works which, to the Vendor's knowledge, that have been carried out on the Land after the preparation of the Draft Plan and before the Day of Sale or are at the Day of Sale being carried out, or are proposed to be carried out, on the Land.

62.2 The Purchaser must not:

- (a) make any objection or Claim; or
- (b) ask the Vendor to incur any Cost,

because either the Final Plan is not registered within the Registration Period or the Final Plan is not registered and this Contract is terminated as a result.

63. Amendments to Plan

63.1 The Vendor reserves the right to:

- (a) consolidate any Lots shown on the Draft Plan to form one Lot prior to registration; and
- (b) make amendments to the Draft Plan necessary to secure its registration.

63.2 Subject to the provisions of Section 9AC and Section 9AH of the SLA, the Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) rescind or determine this Contract,

because the Final Plan does not accord with the Draft Plan or because of any changes made by an Authority to the street numbering or sequencing of the lots on the Final Plan.

63.3 The restriction set out in this Condition applies to:

- (a) any minor variation or discrepancy between the number, size or location of any Lot or the common property as presently appearing on the Draft Plan and as appearing on the Final Plan and which is not greater than a [5%] variation or discrepancy in size, or a distance of [2] metres in location; or
- (b) any minor alteration made prior to registration of the Final Plan to the schedule of lot entitlement or the schedule of lot liability as presently shown on the Draft Plan which does not materially affect the Purchaser.

64. Vendor to Comply with Authority

64.1 The Purchaser acknowledges that to enable completion of the Works and registration of the Final Plan the Vendor may be required by an Authority after the Day of Sale to:

- (a) enter into agreements (including agreements under Section 173 of the Planning and Environment Act 1987 (Vic), leases or licences); or
- (b) create easements, enter into covenants or grant or create other rights and restrictions, which may burden and be recorded against the certificate of title to the Land.

64.2 Subject to the Purchaser's rights under the SLA, the Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) delay Settlement, or rescind or terminate this Contract,

because of the creation of anything referred to in Condition 64.1(b).

65. Vendor Right of Entry

- ~~65.1 The rights of entry under Condition 6 and Condition 24.5 must be exercised at reasonable times and with the Vendor's prior approval.~~
- ~~65.2 The Purchaser acknowledges that some or all of the Lots contained in the Final Plan may be settled at or about the same time as Settlement of this Contract. To make sure that inspection appointments by all Purchasers of Lots in the Final Plan will be carried out in a safe and orderly manner, the Vendor has the right to:~~
- ~~(a) set the time and date of the Purchaser's inspection of the Property;~~
 - ~~(b) limit the time spent by the Purchaser in inspecting the Property; and~~
 - ~~(c) limit the number of persons attending an inspection appointment.~~

66. The Building

- 66.1 A separate MDBC does not apply to this Contract.
- 66.2 The Building will be constructed pursuant to the plans and specifications forming Attachment 1.
- 66.3 The Vendor undertakes to make good all Defects within the Defects Liability Period.
- 66.4 The Vendor's obligations in relation to the Building (if any) contained in this Contract cease at the expiration of the Defects Liability Period.
- 66.5 If the Building is not at a stage where the Occupancy Permit will issue by the end of the Registration Period the parties may rescind this Contract at any time after the expiry of the Registration Period and/or before the Building is at a stage where the Occupancy Permit will issue as follows:
- (a) the Purchaser may exercise their rights under Section 9AE of the SLA by written notice to the Vendor; and
 - (b) the Vendor, pursuant to Section 10B of the SLA, must obtain the written consent of the Purchaser to the rescission by giving at least 28 days' written notice of the proposed rescission setting out:
 - (i) the reason why the Vendor is proposing to rescind the contract; and
 - (ii) the reason for the delay in the registration of the plan of subdivision and/or the issuing of the occupancy permit; and
 - (iii) that the Purchaser is not obliged to consent to the proposed rescission.
 - (c) The Purchaser must not unreasonably withhold such consent and in the event reasonable Purchaser consent is not forthcoming the Vendor reserves their right to exercise their rights under Section 10E of the SLA.
 - (d) Upon rescission under Condition 66.5:
 - (i) the Deposit must be returned to the Purchaser:
 - (A) If the deposit has been invested, any interest earned as a result will be divided evenly between the parties. and
 - (B) neither party will have any further liability to the other under this Contract, but the rescission is without prejudice to any existing rights and liabilities of the parties under this Contract.
- 66.6 In the event of rescission pursuant to Condition 66.5, the Purchaser will have no right or remedy against the Vendor in respect of any failure by the Vendor to commence or complete the Building.
- 66.7 The Vendor will make all reasonable endeavours to ensure that the Building is constructed pursuant to the specifications set out therein and attached at Annexure B hereto.
- 66.8 The Vendor may make minor variations to the Building, including substituting fixtures and fittings for others of a similar nature and quality, but must not make any variation which materially adversely affects the standard, layout or quality of the Building without the Purchaser's approval which must not be unreasonably withheld.
- 66.9 The Vendor shall upon registration of the said plan notify the Purchaser of such registration and that the residue of purchase moneys shall be payable within fourteen (14) days of such notification.
- 66.10 All rates, taxes, levies, insurance premiums and assessments (including State Land Tax calculated on a single holding basis) in respect of the lot hereby sold and payable by the Vendor shall be borne and paid by the Purchaser as from the date on which he becomes entitled to possession and the same shall, if necessary, be apportioned between the Vendor and the Purchaser and the rent (if any) shall be apportioned on the same day and the balance paid or received as the case may require. The Vendor hereby undertakes to pay any outgoings when they are due and payable and the Purchaser shall not make any deduction at Settlement on account of same.

66.11 Should the Purchaser fail to settle as required under this Contract and as a result Settlement is delayed past 31 December in any one year, then any Land Tax is assessed on a single holding basis in respect to the Property for that following year against the Vendor becomes the responsibility of the Purchaser and shall be paid in full by the Purchaser at Settlement.

66.12 A certificate by the Vendor's Representative in relation to:

- (a) the commencement, progress or completion of the Building, or
- (b) any other issue in relation to the Building,
- (c) is binding on the parties.

66.13 The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost;
- (c) delay Settlement, or rescind or terminate this Contract; or,
- (d) retain any part of the balance of the Price at Settlement;

because of the Building or the Vendor's obligations in relation to the Building (if any) contained in this Contract.

67. Variations

67.1 Subject to any limitations specified in Condition 24, the Vendor may from time to time both before and after Settlement:

- (a) vary the number, size, position or usage mix of Lots within the Draft Plan or the Final Plan;
- (b) alter the layout of the Site;
- (c) apply for variations to existing Authorisations;
- (d) apply for variations in the time by which the development and use under existing Authorisations must be commenced and completed; or
- (e) apply for any other necessary Authorisations and the certification and registration of further plans of subdivision.

67.2 The Purchaser approves all applications by the Vendor relating to Authorisations pursuant to Condition 67.2.

- (a) The Purchaser must sign such forms of approval as the Vendor may from time to time reasonably require.
- (b) The Purchaser appoints the Vendor as its attorney and agent for the purpose of signing and giving the Purchaser's approval in respect of the Authorisation applications referred to in Condition 67.2.
- (c) Production of this Contract constitutes sufficient evidence of the Purchaser's approval and appointment of attorney pursuant to this Condition.

67.3 The Purchaser acknowledges that the members of the Owners Corporation may include the owners of other Lots created within the Subsequent Stages.

67.4 The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost;
- (c) instigate, join in or fund any legal action; or
- (d) delay Settlement, or rescind or terminate this Contract,

because of any matters referred to in this Condition 67.

~~68. Owners Corporations~~

~~68.1 Owners Corporations~~

~~(a) The Purchaser admits that the Property is sold subject to the provisions of the Subdivision Act, the OC Act and in particular:~~

~~(i) the lot entitlement and lot liability and all other information set out in the Final Plan;~~

~~(ii) the provisions of the OC Regulations;~~

~~(iii) the easements (expressed and implied) affecting the Land by virtue of the Subdivision Act or the Transfer of Land Act 1958 (Vic); and~~

~~(iv) the OC Rules.~~

~~68.2 Fees set pursuant to Section 23 of the OC Act for recovery of general administration, maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation must be adjusted between the Vendor and Purchaser at Settlement in accordance with Conditions 35 and 36-3.~~

~~68.3 On the registration of the Final Plan, the Vendor:~~

- ~~(a) may procure the Owners Corporation to appoint a managing agent nominated by the Vendor to be registered in accordance with Part 12 of the OC Act for the Owners Corporation; and~~
- ~~(b) may enter into any contract with one or more Providers for the provision of any Services for the Owners Corporation and if applicable set any levies for the recovery of such services; and~~
- ~~(c) must procure the Owners Corporation to make rules in the form, or to the effect, of the OC Rules; and~~
- ~~(d) must effect insurance in accordance with the OC Act as if the Vendor were the Owners Corporation until:
 - ~~(i) if the Owners Corporation meets within 6 months after registration of the Final Plan, the end of one month after its first meeting; and~~
 - ~~(ii) in any other case, the end of 6 months after registration of the Final Plan.~~~~
- ~~(e) The Purchaser must not:
 - ~~(i) vote or exercise any right, power or privilege granted or accruing to the Purchaser as a member of the Owners Corporation in any way which is:
 - ~~(A) contrary to any term or Condition of this Contract; or~~
 - ~~(B) prejudicial to the Vendor's activities referred to in Condition 68.3(h) or is otherwise prejudicial (as determined by the Vendor) to the interests of the Vendor;~~~~
 - ~~(ii) amend, add to or repeal (or permit the Owners Corporation to amend, add to or repeal) any of the schedules to the Final Plan or the OC Rules; and~~
 - ~~(iii) lease, licence, dispose of or grant any right over common property (or cast any vote or otherwise permit the Owners Corporation to do such things).~~~~
- ~~(f) The Purchaser undertakes and agrees that it will be a Condition or term of any sale, disposal or transfer of the Property by the Purchaser, that any Purchaser, transferee and their successors in title will be bound by and must comply with the obligations set out in this Condition 68.3(e) and Condition 68.3(h) in favour of the Vendor.~~
- ~~(g) This Condition 68.3 continues to have effect and bind the Purchaser after the Settlement Date, unless expressly waived in writing by the Vendor and lapses 12 months after the date on which the Vendor is registered as proprietor of less than [10%] (by number) of Lots on the Final Plan.~~
- ~~(h) Despite anything else contained in this Contract, so long as the Vendor is a member of the Owners Corporation or occupier or owner of a Lot then the OC Rules will not in any way apply to or be enforced against the Vendor where to do so would prevent, hinder, obstruct or in any way interfere with the completion of the Project.~~
- ~~(i) The Purchaser covenants with the Vendor that:
 - ~~(i) it will not prevent, limit or restrict the Vendor from (or vote at any meeting of the Owners Corporation to prevent, limit or restrict the Vendor from):
 - ~~(A) erecting any barriers, fences, hoardings and signs which the Vendor deems necessary to complete the Project;~~
 - ~~(B) taking exclusive and sole possession of any parts of the common property which the Vendor may need to have exclusive and sole possession of in order to carry out and complete the Project;~~
 - ~~(C) erecting "for sale", promotional, advertising or other signs which the Vendor may require on any part of the common property;~~
 - ~~(D) using all rights of way and all points of egress and ingress to the Site which the Vendor deems necessary to carry out and complete the Project and to block, for whatever periods as the Vendor at its sole discretion determines, all points of egress and ingress to the Site in order to carry out and complete the Project; and~~
 - ~~(E) making any application to an Authority for any Authorisation for the development of the Site; and~~~~
 - ~~(ii) this Condition 68.3(i) is solely for the benefit of the Vendor and can be relied on by the Vendor despite any conflict with the OC Rules.~~~~
- ~~(j) The Purchaser must not:
 - ~~(i) make any requisition, objection or Claim;~~~~

~~(ii) delay Settlement or rescind or terminate this Contract,
because of anything relating to or arising from this Condition 68.3.~~

~~69. Staged Subdivision [delete if not applicable]~~

~~69.1 The Purchaser acknowledges that:~~

- ~~(a) the Vendor proposes to subdivide the Site in stages;~~
- ~~(b) the Vendor may not have completed the Project prior to satisfying the Conditions to enable Settlement to occur pursuant to this Contract;~~
- ~~(c) works may be undertaken on the Subsequent Stages after Settlement which may affect the Land or any resident of the Land; and~~
- ~~(d) the other Lots or the Subsequent Stages may not be developed in accordance with the Plans and Specifications due to market, regulatory or other reasons.~~

Annexure A - Guarantee

Property: 16 SPARROWHAWK CRESCENT, DEANSIDE, VIC, 3336

Date of Sale:

Vendor: JAD PROPERTY HOLDINGS PTY LTD AS TRUSTEE FOR THE DE SENSI FAMILY TRUST

Purchaser:

ABN:

ACN:

Position: Director
 Secretary

First Guarantor:
(Full Name)

Address:

Second Guarantor:
(Full Name)

Position: Director
 Secretary

Address:

(hereinafter collectively referred to as 'the Guarantors')

Dated:

1. In consideration of the Vendor contracting with the Corporate Purchaser the Guarantors, as is evidenced by the Guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any Cost or Loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this Contract for whatever reason.
2. As the Purchaser remains liable under Condition 56 of the Contract of Sale, the Guarantors acknowledge and agree that this Guarantee will continue in full force and effect despite the entering into of a similar Guarantee by the guarantors for the Nominated Transferee.
3. The Vendor may seek to recover any Loss from the Guarantors before seeking recovery from:
 - a. the Purchaser and any Settlement or compromise with the Purchaser will not release the Guarantors from the obligation to pay any balance that may be owing to the Vendor; and/or
 - b. the Guarantors of the Nominated Transferee (if applicable).
4. This guarantee is binding on the Guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this Contract by the Vendor.

SIGNED by the First Guarantor)
in the presence of:)

Signature

Signature of Witness

Print Name of Witness

SIGNED by the Second Guarantor)
in the presence of:)

Signature

Signature of Witness

Print Name of Witness

Annexure B – Plans and Specifications



PROJECT SPECIFICATION

Builder: Pembroke Homes

Phone: 0401 724 013

Address: 6 Cain Avenue, Keilor East Victoria 3033

These project specifications, in conjunction with the drawings form part of the Building Contract dated:

_____ day of _____ 20____

Owner/s: _____

Builder: _____

Witness: _____

Witness: _____

Date: _____ / _____ / _____

Date: _____ / _____ / _____

1 PRELIMINARY

1.1 These are the specifications to be used in the construction of a building as shown on dimensioned in the accompanying drawings.

1.2 These specifications specify finishes and/or materials to be used in the construction of a building, both parties must initial amendments

1.3 All works shall comply with the Building Regulations, as legislated for and adopted by the State Government, inclusive of any code or other document that is adopted by or specified in the Building Regulations, and any other regulation provided, or administered by a State or local authority having jurisdiction over the building works.

Where in addition to the works referred to in the drawings and specifications any authority having jurisdiction over works requires additional work to enable the issue of a building approval/permit, or directs that additional work be performed, that work, shall be at the owner's expense, in accordance with the conditions of contract.

1.4 **These specifications** shall be taken as being generally applicable to the drawings and other documents forming part of the building agreement or contract

1.5 **Notices.** The builder shall give and receive all notices, except fencing notices.

1.6 **Plant and Labour.** In accordance with the contract the builder shall supply materials tools, scaffolding, plant, and do or have done works in all trades necessary to carry out the work indicated on the drawings and in these specifications

1.7 **Materials.** Unless otherwise specified, agreed to by the owner and approved of by the builder and Local Authority, materials used in the works shall be new, of good quality and in conformity with the drawings and these specifications. Defective materials shall, as soon as practical, be removed from the site.

1.8 **Allotment Identification.** The builder shall display on site, a conspicuous notice indicating the lot, street or identification number of the property and the name of builder.

1.9 **Temporary Water and single-phase Electric Power Supply.** Where the services are available for connection adjacent to the allotment, and unless otherwise specified, the builder shall arrange for water and electricity necessary for the carrying out of the building works and shall pay all charges / costs associated with the connection and supply thereof. **Where the services are not available, and unless otherwise specified, the owner shall arrange and pay for alternative services (e.g.: generator), which are acceptable to the builder.**

1.10 **Allotment Verification.** The owner shall be responsible for the accuracy and clear delineation of all the allotment boundaries. In addition, the owner shall supply the builder with a current copy of the title of the allotment and if requested by the builder the owner shall further provide a survey plan showing the correct boundaries

Initials (Client) _____

Initials (Builder) _____

of the allotment and its location that can be established from a fixed reference point.

Unless otherwise shown on the drawings, the owner shall be responsible for establishing the point from which the builder will set out the building and this set out will be carried out by the builder using the details set out on the site plan.

1.11 **Access to the site.** Unless otherwise agreed, the owner will be responsible for providing an all-weather access to the building site to enable the delivery of all equipment, materials, and goods necessary for the works.

1.12 **Final completion.** Where such work is within the scope of the contract, the builder will remove all builders equipment and debris from the site, check satisfactory operation of all equipment doors, windows, locks, remove paint spots, clean windows, sweep floors, clean all plumbing fixtures, clean cupboards, clear gutters and downpipes, and leave the building and the site in a clean and tidy condition. The builder will obtain and give to the owner all necessary certificates of final approval from the various authorities.

1.13 **Purchasers Variations.** Requests for any changes/variations to the specification by the purchaser are to be made in writing and will incur a **minimum** \$500 administration fee payable by the purchaser. Any variations will be considered on their merit may be authorised at the discretion of the builder.

CLIENTS PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION

The building will be constructed as per the Building Contract, Specifications and Working Drawings. Please ensure you have read these documents carefully and agree with what has been included.

As per Occupational Health & Safety Regulations 2007, owners are NOT permitted to enter the construction site unless they are accompanied by an authorised representative of the Builder.

I/We _____ acknowledge and agree that these specifications take precedence over any past conversations and quotes previously supplied or discussed. I/We understand that we must not enter the building site unless they are accompanied by an authorised representative of the Builder.

Signed: _____ Dated: _____

Initials (Client) _____

Initials (Builder) _____

Planning & External Works

	Y	N
Demolition of existing house and clearing of site by registered demolisher including demolition permit	X	
Planning Permit	X	
Building permit fees <i>Note: Only the fee payable for the application of a building permit to the building surveyor will be payable by Pembroke Homes. Any additional consultant fees will be payable by the client for example, structural amendments, footing probe, fire engineers report etc.</i>	X	
Builders indemnity insurance	X	
Contract works and public liability insurance	X	
Council contribution fees/bonds <i>Note: Applications will be arranged by Pembroke Homes, but all associated costs are payable by the Owner</i>	X	
PIC charges <i>Note: Applications will be arranged by Pembroke Homes, but all associated costs are payable by the Owner</i>	X	
Additional/alteration of new sewer branch if required	X	
Stormwater drains in accordance with council approved civil design	X	
Drainage beyond property boundary as per stamped civil engineering design including reinstatement of any damaged concrete and traffic management requirements	X	
Temporary power, fencing and toilet provided by builder	X	
Excavation/site cut (if any) – Allowance: <i>Note: When the cost of soil removal is greater than the allowance above the balance is payable by the owner</i>	X	
Internal fencing		X
Retaining walls		X
Perimeter fencing		X
Rock removal		X
Electrical connection application from underground pit external to property boundary to meter box and switchboard (single phase) <i>Note: Connection fees as well as any charge for the installation of an electricity pit will be charged to the Owner</i>	X	
Water Tapping including installation of meters <i>Note: Water tapping requirements to be confirmed by water authority. Please also refer to Note 1</i>	X	
Underground telephone conduit with draw string installed from the property boundary to external point of each unit <i>Note: Underground conduit provided will also be suitable for NBN lead in. Telephone line connection after handover including all consumer account opening fees to be paid by client. Please also refer to Note 1</i>	X	
NBN contribution and connection fees	X	
Sewer drains and connections to point nominated by relevant authority within the property boundary <i>Note: Please also refer to Note 1</i>	X	
Gas connection based on high pressure gas being available including meters. <i>Note: Connection fees if any payable by the client</i>	X	

Initials (Client) _____

Initials (Builder) _____

	Y	N
Termite pest control if required by council property information	x	
OH&S Compliance and relevant signage	x	
Note 1: Should service authorities require fees for upgrades or extensions, these costs are to be paid by the client	x	
Note 2: A “No Go Zone” permit is required if the site is in close proximity to power lines. If the acting authority deems power shutdowns, line protection or additional forms of compliance are required, the fees associated in doing so are to be paid by the client. Pembroke Homes are unable to determine the costs at the time of quoting, they can only be determined once onsite	x	
Note (Tree Protection Zone) 3: Standard construction techniques have been allowed for, in particular opening trenches for slabs and providing services to each townhouse. No allowance has been made for an arborist to attend site prior to or during construction. Should an arborist be required to attend site to ensure works within tree protection zones are carried out in line with the planning permit then costs shall be incurred by the client	x	

Foundations & Concreting

Slab on ground: As per soil test and engineers design up to P Class	x	
Note: Should a situation arise where excess concrete over and above the allowance is required, Pembroke Homes will contact the owner prior to the placement of concrete, and this will be charged at \$300 per cubic meter	x	
Note: Should any revisions to engineering and subsequently to the building permit be required as a result of improving the design and structural integrity, such costs will be paid by the client	x	

Frame Construction

Conventional stick build or prefabricated wall framing	x	
Prefabricated floor and roof trusses	x	
Compliance with AS 1684-Residential timber framed construction	x	
Compliance with endorsed town planning & working drawings	x	
Compliance with endorsed engineering design/plans	x	

Windows

Aluminium framed windows in accordance with plans and elevations. <i>Note: Windows and doors will be nearest standard size to the nominated sizes on the architectural plans.</i> Colour: Refer to colour schedule Glass: Refer to plans & energy report	x	
Obscure glass: As indicated on plan	x	
Flyscreens		x

Initials (Client) _____

Initials (Builder) _____

External Cladding

	Y	N
Face brickwork \$1,000 per 1,000 allowance (where required)	x	
25mm Boral shaftliner system to partiwall		x
50/75mm thick rendered polystyrene/hebel to areas as nominated on elevations	x	
50/75mm thick rendered polystyrene/hebel with grooves to areas as nominated on elevations		x
Stria cladding with painted finish to areas as nominated on town planning approved elevations		x
Matrix cladding with painted finish to areas as nominated on town planning approved elevations		x
Axon cladding with painted finish to areas as nominated on town planning approved elevations (where required)	x	
Colourbond metal cladding to comply with town planning requirements as nominated on elevations		x
Porch/Veranda/Eave Lining: Flush jointed cement sheet lining	x	

Roof Cover

Concrete roof tiles: Boral tudor profile or similar Colour: Refer to colour schedule		x
Corrugated, colorbond sheet metal roofing Colour: Refer to colour schedule	x	
Kliplock roofing to all flat roof construction (where required) Colour: Refer to colour schedule	x	
Single sided reflective foil to underside of metal roofing or as required by energy rating report	x	
Metal fascia, downpipes, quad gutters, rain heads and box gutters Downpipes: 100x50mm rectangular, colorbond Charged downpipes: 90mm diameter round PVC (where required)	x	

External Doors

Front Door: Primed solid front door with painted finish as per plan	x	
Front Door: Stained timber solid front door to all units as per plan		x
External Garage Door: Solid core flush panel door to rear of garage Door furniture: Gainsborough governor keyed alike to front door	x	
Door stops: White cushion	x	

Infills

Brickwork over windows (where required)	x	
Garage infill brickwork (where required)	x	

Initials (Client) _____

Initials (Builder) _____

Balconies

	Y	N
Waterproof balconies as per AS3740		X
Floor tiling (Refer to tiling specifications for allowance)		X
Glass balustrading to balconies as per town planning requirements		X
Rendered walls as per town planning requirements		X
Powdered coated fixed louvre screens as per town planning requirements		X

Insulation

Wall and ceiling insulation as per energy rating report	X	
Acoustic glass wool insulation to Boral Firewall Shaft liner system	X	
Sisalation foil to exterior walls	X	
Weather seals to external doors	X	
Caulking to all external expansion joints including wet areas internally	X	

Plaster

10mm unispan plasterboard to ceiling of each unit (fixed directly to underside of trusses/joists)	X	
10mm RE plasterboard to walls of each unit (excluding wet areas)	X	
10mm aquacheck plasterboard to wet areas	X	
Steel battens to ceiling only where required	X	
Square set ceiling line throughout each unit	X	
75mm scotia cornice throughout each unit		X

Fixing Material

Builders range black internal door handles	X	
Quick-slide flush panel sliding doors (2040mm H) to all built in robes	X	
Quick-slide mirror doors (2040mm H) to all built in robes		X
2040mm high, flush panel, hinged and cavity sliding doors to ground floor and first floor of each unit	X	
67x18mm square dressed (primed MDF) architraves	X	
67x18mm square dressed (primed MDF) skirting boards	X	
Vic Ash staircase with satin finish	X	
Vic Ash handrail with square profile	X	
Plaster lined dwarf walls to stairs and first floor voids where required		X
Upgrade: glass balustrade		X
Tasmanian oak timber flooring throughout excluding bedrooms and wet areas of each unit – Allowance \$80 p/sqm including installation		X
WPC/SPC hybrid flooring throughout excluding wet areas – Allowance \$50 p/sqm	X	

Initials (Client) _____

Initials (Builder) _____

Shelving

	Y	N
Robes: single fixed white melamine shelf with chrome hanging rail to all built in robes	x	
Linen: 4 fixed melamine shelves to linen	x	
Pantry: 4 fixed melamine shelves	x	

Water Proofing

Waterproof shower enclosures to bathroom and ensuite	x	
Seal floor & wall junctions to bathroom and ensuite	x	
Waterproof all wet areas including floor & walls as per AS3740	x	

Wall & Floor Tiling

Wall tiling standard, 500mm to bath, 1800mm to shower, 300mm to vanity including 100mm skirting tiles	x	
Wall tiling upgrade: floor to ceiling in bathrooms and ensuites	x	
Floor tiling only to laundry and powder rooms of each unit including 100mm high skirting tiles	x	
Wall tiling 600mm to laundry splashback	x	
300mm high skirting tiles in garages where the internal walls are plastered	x	
Front porch/external tiling (if required)		x
Note: Allowance for supply of tiles is \$25 per m2	x	

Painting

2 coat paint system as per Pembroke Homes' standard painting specifications	x	
Ceiling: Wattyl, flat ceiling white	x	
Walls: Wattyl, chalk dust	x	
Skirtings, Architraves & Internal Doors: Wattyl, chalk dust matt finish	x	

Bathroom/Laundry

Laminate vanities as per internal elevations with 20mm thick 'Ambassador Stone' (from builders range) to bathroom, ensuite, and laundry cabinetry	x	
Black handles to below bench, 25mm overhang to overheads	x	
Upgrade: Powder coated J scoop handles to below bench, 25mm overhang to overheads		x
Ceramic bench mounted basins as per builders range	x	
Black mixer, basin mounted as per builders range	x	
Semi-frameless black pivot shower screens to all shower enclosures of each unit	x	
Black hand shower with rail to shower as per builders range	x	
Fibreglass shower bases with round waste outlets to all shower enclosures of each unit		x
Upgrade: Tiled hob shower base with square chrome waste	x	

Initials (Client) _____

Initials (Builder) _____

	Y	N
Upgrade: Inline tiled shower base with square chrome waste		X
Upgrade: tiled shower niche 300mm h x 600mm w	X	
Polished edge frameless mirrors over vanity units	X	
Builders range standard toilets suites	X	
White acrylic drop in bath with tiled hob		X
Upgrade: White acrylic freestanding bath	X	
Black wall mounted spout and mixer to bath	X	
Accessories fitted to bathroom, laundry, and toilet Note: 600mm towel rails to bathrooms and ensuites. Towel rails may need to be reduced in length due to space constraints	X	
Builders range stainless steel laundry trough	X	
Black mixer bench mounted as per builders range	X	

Kitchen

Laminate base and overhead cupboards as per internal elevations with 40mm thick 'Ambassador Stone' or similar (from builders range) including waterfall	X	
Tiled splashback 600mm above bench	X	
Black handles to below bench, 25mm overhang to overhead joinery	X	
Upgrade: Powder coated J scoop handles to below bench, 25mm overhang to overheads		X
Easy clean cutlery trays fitted to draws	X	
Stainless steel or black double bowl kitchen sink	X	
Chrome/black kitchen mixer bench mounted	X	
600mm stainless steel under bench electric oven (Di Lusso) or similar		X
600mm stainless steel gas hot plate/cook top (Di Lusso) or similar		X
600mm stainless steel slide out rangehood (Di Lusso) or similar		X
900mm stainless steel under bench electric oven (Di Lusso) or similar	X	
900mm stainless steel gas hot plate/cook top (Di Lusso) or similar	X	
900mm stainless steel slide out rangehood (Di Lusso) or similar	X	
600mm stainless steel dishwasher (Di Lusso) or similar	X	
900mm fridge provision	X	

Garage Door

Standard colorbond panel lift garage door including motor with 2 remotes	X	
Upgrade: Timber look colorbond panel lift garage door including motor with 2 remotes		X

Initials (Client) _____

Initials (Builder) _____

Electrical

	Y	N
LED downlights (white) throughout	x	
1 x builders range wall light/s to rear of dwelling	x	
Ceiling exhaust to each unit (where required)	x	
Builders range white double internal power points as per plan or where required	x	
Builders range white switches as per plan or where required	x	
1 x builders range external power point or where required	x	
1 x data point	x	
2 x TV points including antenna fitted	x	
Hardwired smoke alarms in accordance with BCA requirements	x	
Intercom with 7" LCD monitor	x	
2 x pendent lights over kitchen bench (where suitable)	x	

Heating & Cooling

1 x Builders range ducted heating unit and evaporative cooling	x	
Note: The size and capacity of the heating/cooling unit will be determined by the installer prior to installation by calculating the volume of each room. Should an alternative system be required, any changes or cost implications will be discussed on site with the client		x

Carpet

Carpet on standard underlay to first floor, bedrooms, and robes (excluding wet areas) of each unit – Allowance \$100 p/blm inclusive of supply and labour		x
---	--	---

Concrete Paving

Coloured concrete paving to driveway as per plan	x	
Upgrade: Aggregate concrete paving to driveway as per plan		x
New vehicle crossing(s) including associated permits where required	x	
Reinstate/resize /remove existing crossover where required	x	
Reinstate footpath bays if damaged where required	x	

Hot Water

Solar hot water panel heating and gas boosted storage tank fitted in accordance with 6-star energy rating requirements		x
Rainwater tank provided to each unit connected to toilet cisterns in lieu of solar heating system. Size of tanks to comply with the civil design as endorsed by the responsible authority	x	
Builders range continuous flow gas hot water system to each unit	x	

Initials (Client) _____

Initials (Builder) _____

Miscellaneous Items

	Y	N
Window Furnishing: Single roller binds	x	
Landscaping: Hard and soft landscaping including concrete pavers or where required	x	
Fold down clothesline	x	
Timber decking to rear courtyards as per endorsed landscape design		x
Detailed cleaning inside and outside prior to handover	x	
Garden sheds where required to conform with town planning requirements		x
Freestanding letterbox	x	
Garden taps at front and rear	x	
Window shrouds/privacy screens as per town planning requirement		x
Front fence as per endorsed town planning design		x

Initials (Client) _____

Initials (Builder) _____

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018**Building Permit Number: 4736080532054****Issued to**

Agent of Owner: **Pembrook Homes Pty Ltd**
Postal Address: **6 Cain Avenue Keilor East VIC** Postcode: **3033**
Email: **admin@pembrookhomes.com.au**
Address for serving or giving of documents: **6 Cain Avenue Keilor East** Postcode: **3033**
Contact Person: **Shantell Nguyen** Telephone: **0414 848 466**

Ownership Details

Owner: **JAD Property Holdings Pty Ltd**
Postal Address: **3 Valencia Street Aberfeldie VIC** Postcode: **3040**
Email: **jd@marqueegroup.finance**
Contact Person: **Jonathan De Sensi** Telephone: **0423 822 055**

Property Details

Number: **16** Street/Road: **Sparrowhawk Crescent** Suburb: **DEANSIDE** Postcode: **3336**
Lot/s: **162** LP/PS: **PS838317W** Volume: **12425** Folio: **837**
Crown Allotment: Section No: Parish: County:
Municipal District: **Melton City Council**

Builder

Name: **Pembrook Homes Pty Ltd** Contact Person: **Marlone Scerri**
CDB-U 70745 Telephone: **0414 848 466**
Address: **6 Cain Avenue Keilor East VIC** Postcode: **3033**
This builder is specified under section 24B 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/Class	Registration Number
Pembrook Homes Pty Ltd	Domestic Builder	CDB-U 70745
Frank Mancuso	Draftsperson	DP-AD 1779
Halil Akdeniz	Professional Engineer	PE 0001506

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **INSURANCE HOUSE PTY LTD**
Insurance Policy No.: **C749490**
Insurance Policy Date: **17/11/2022**

Details of Relevant Planning Permit

Planning Permit No: Date of grant of Planning Permit:

Nature of Building Work

Description: **Construction of Single Storey Dwelling & Garage**

Storeys Contains: **1**

Rise in Storeys:

Effective Height:

Type of Construction:

Version of BCA Applicable to Building Permit: **BCA 2019 Volume 2 Amendment 1**

Stage of Building Work Permitted:

Cost of Building Work: **\$230,000.00**

Total floor area of new building work in m²: **165.60**

Building Classification

Part of Building	BCA Classification
Single Storey Dwelling	1a(a)
Garage	10a

Performance Solution

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

Relevant Performance Requirement	Details of Performance Solution
P2.1.1 & P2.2.2	To permit the use of Codemark Certified Hebel PowerPanel Cladding

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Regulation
Melton City Council	Point of discharge of storm water	133(2)

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Before placing a footing (Piers, Pre Slab, Footings)
2. Before pouring an in situ reinforced concrete member (Steel Reinforcement)
3. The completion of framework (Frame)
4. Final, on the completion of all building work (Final)

Occupation or User of Building

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

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

Commencement and Completion

This building work must commence by **18/11/2023**

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

This building work must be completed by: **18/11/2024**

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

Documents Supporting Application

- Application Form & Appointment of RBS
- Architectural Drawings
- Builders Warranty Insurance Policy

- Certificate of Title Package
- Codemark Certificate
- Design Guidelines
- Developers Approval Endorsed Drawings
- Energy Rating Report & Endorsed Drawings
- Engineers Certificate Form 126
- Engineers Structural Computations
- Engineers Structural Drawings
- Legal Point of Discharge of Stormwater
- Performance Solution Determination
- Property Information - Council
- Sewer Details
- Soil Test Report

Relevant Building Surveyor

Company Name: **MKT & Associates Pty Ltd**

ABN: **12 648 790 498**

Address: **179 Peel Street, North Melbourne VIC 3051**

Email: **office@mktconsultants.com.au**

Building practitioner registration no.: **CBS-U 74136**

Designated building surveyor:

Name: **Minh Tran**

Building practitioner registration no.: **BS-U 27714**

Permit no.: **4736080532054**

Date of issue of permit: **18/11/2022**



CONDITIONS OF APPROVAL

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

1. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundary/street alignment. Where necessary, boundary locations shall be established by preparation of a title re-establishment.
2. This permit only allows you to construct the building works. It is the owners/developers responsibility to ensure all conditions of the town planning permit are complied with. There may be particular conditions that must be satisfied prior to commencement of work/development. It may be a breach of the planning permit if these are not met.
3. Any building work done pursuant to this building permit shall comply with the Building Act 1993 and the Building Regulations 2018 and with any conditions or requirements imposed in accordance with the Act or Regulations.
4. Manufacturer's roof truss layout(s), computations and certificate(s) must be submitted to the Relevant Building Surveyor for approval prior to frame inspection.

NOTES

- Note 1 - Under Regulation 42 an owner of a building of land, for which a building permit has been issued. must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 - Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 - Include building practitioners with continuing involvement in the building work.
- Note 4 - Include building practitioners with no further Involvement in the building work.
- Note 5 - Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

9921

FORM 16
 Regulation 192
Building Act 1993
 Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: **16** Street/Road: **Sparrowhawk Crescent** Suburb: **DEANSIDE** Postcode: **3336**
 Lot/s: **162** LP/PS: **PS838317W** Volume: **12425** Folio: **837**
 Crown Allotment: **B (Part) & Section No.: 1 C (Part)** Parish: **Maribyrnong** County:
 Municipal District: **Melton City Council**

Building Permit Details

Building Permit No.: **4736080532054**
 Version of BCA Applicable to Building Permit: **BCA 2019 Volume 2 Amendment 1**

Building Details

Part of building to which permit applies: **Single Storey Dwelling**
 Permitted use: **Residential**
 BCA class of building: **1a(a)**
 Maximum permissible floor live load: **1.5kPa**
 Maximum number of people to be accommodated:
 Part of building to which permit applies: **Garage**
 Permitted use: **Garage**
 BCA class of building: **10a**
 Maximum permissible floor live load: **2.5kPa**
 Maximum number of people to be accommodated:
 Storeys Contained: **1** Rise in storeys (for Class 2-9 buildings):
 Effective Height: Type of construction:

Performance Solution

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

Relevant Performance Requirement	Details of Performance Solution
P2.1.1 & P2.2.2	To permit the use of Codemark Certified Hebel PowerPanel Cladding

Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Regulation
Melton City Council	Point of discharge of storm water	133(2)

Conditions to which this permit is subject

Occupation is subject to the following condition(s):

1. All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.

Suitability for Occupation

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

Pursuant to Section 46 (2) of the Building Act 1993, this Occupancy Permit is not evidence that the building, part of the building or building work listed above complies with the Building Act 1993 or the Building Regulations 2018.

Relevant Building Surveyor

Name: **MKT & Associates Pty Ltd**

Address: **179 Peel Street, North Melbourne VIC 3051**

Email: **office@mktconsultants.com.au**

Building Practitioner Registration No.: **CBS-U 74136**

Company Name: **MKT & Associates Pty Ltd T/A MKT Building Surveyors**

ABN: **12 648 790 498**

Occupancy Permit No.: **4736080532054**

Date of Issue of Permit: **09/06/2023**

Date of Final Inspection: **08/06/2023**

Signature:



Domestic Building Insurance

Certificate of Insurance

JAD Property Holdings Pty Ltd

6 Cain Ave
KEILOR EAST
VIC 3033

Policy Number:

C749490

Policy Inception Date:

17/11/2022

Builder Account Number:

004780

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **16 Sparrowhawk Cres DEANSIDE VIC 3336 Australia**

Carried out by the builder: **PEMBROOK HOMES PTY LTD**

Builder ACN: **138405393**

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

For the building owner(s): **JAD Property Holdings Pty Ltd**

Pursuant to a domestic building contract dated: **03/08/2022**

For the contract price of: **\$ 230,000.00**

Type of Cover: **Cover is only provided if PEMBROOK HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

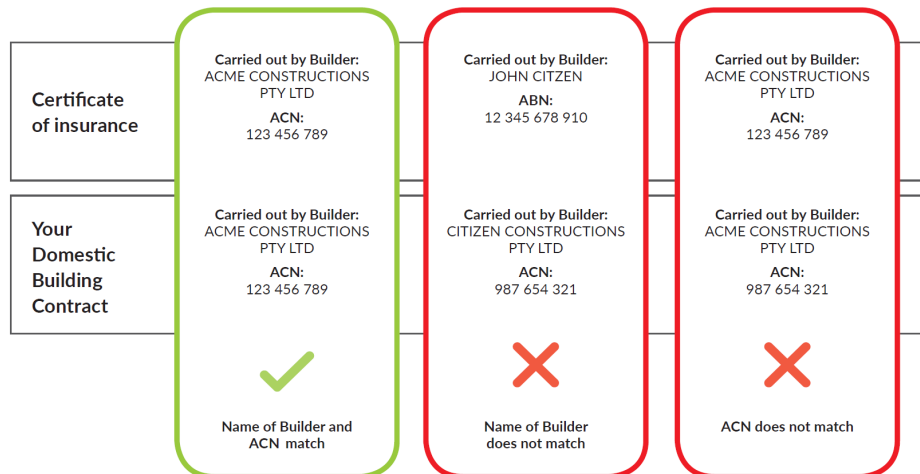
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$830.00
GST:	\$83.00
Stamp Duty:	\$91.30
Total:	\$1,004.30

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

Below are some example of what to look for



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	16 SPARROWHAWK CRESCENT, DEANSIDE, VIC, 3336	
Vendor's name	JAD PROPERTY HOLDINGS PTY LTD AS TRUSTEE FOR THE DE SENSI FAMILY TRUST	Date / /
Vendor's signature	Director/Secretary	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s. Outgoings are not separately rated at this time. Supplementary council/water/land tax notices will apply.

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

	To	
--	----	--

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

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 regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are as follows:

The Vendor will apply for the Building Permit and furnish same to the Purchaser prior to settlement.
--

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”)

Not applicable.

8. SERVICES

The services which are marked with an ‘X’ in the accompanying square box will NOT be available to the property at the time of settlement:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input 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*.

Not Applicable.

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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

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)

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

VOLUME 12425 FOLIO 837

Security no : 124101275242T
Produced 19/10/2022 11:32 PM

LAND DESCRIPTION

Lot 162 on Plan of Subdivision 838317W.
PARENT TITLE Volume 09623 Folio 610
Created by instrument PS838317W 26/09/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JAD PROPERTY HOLDINGS PTY LTD of 3 VALENCIA STREET ABERFELDIE VIC 3040
AW146521S 10/10/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW146522Q 10/10/2022
WESTPAC BANKING CORPORATION

COVENANT PS838317W 26/09/2022

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
AV667256M 25/05/2022

DIAGRAM LOCATION

SEE PS838317W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS838317W (B)	PLAN OF SUBDIVISION	Registered	26/09/2022
AW084913R (B)	REMOVAL OF ENCUMBRANCE	Registered	26/09/2022
AW094936W	REMOVAL OF ENCUMBRANCE	Registered	26/09/2022
AW146519D (E)	WITHDRAWAL OF CAVEAT	Registered	10/10/2022
AW146520U (E)	DISCHARGE OF MORTGAGE	Registered	10/10/2022
AW146521S (E)	TRANSFER	Registered	10/10/2022
AW146522Q (E)	MORTGAGE	Registered	10/10/2022

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

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

Street Address: 146-194 SINCLAIRS ROAD DEANSIDE VIC 3336

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK

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

Page 2 of 2

Effective from 10/10/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS838317W
Number of Pages (excluding this cover sheet)	6
Document Assembled	19/10/2022 23:46

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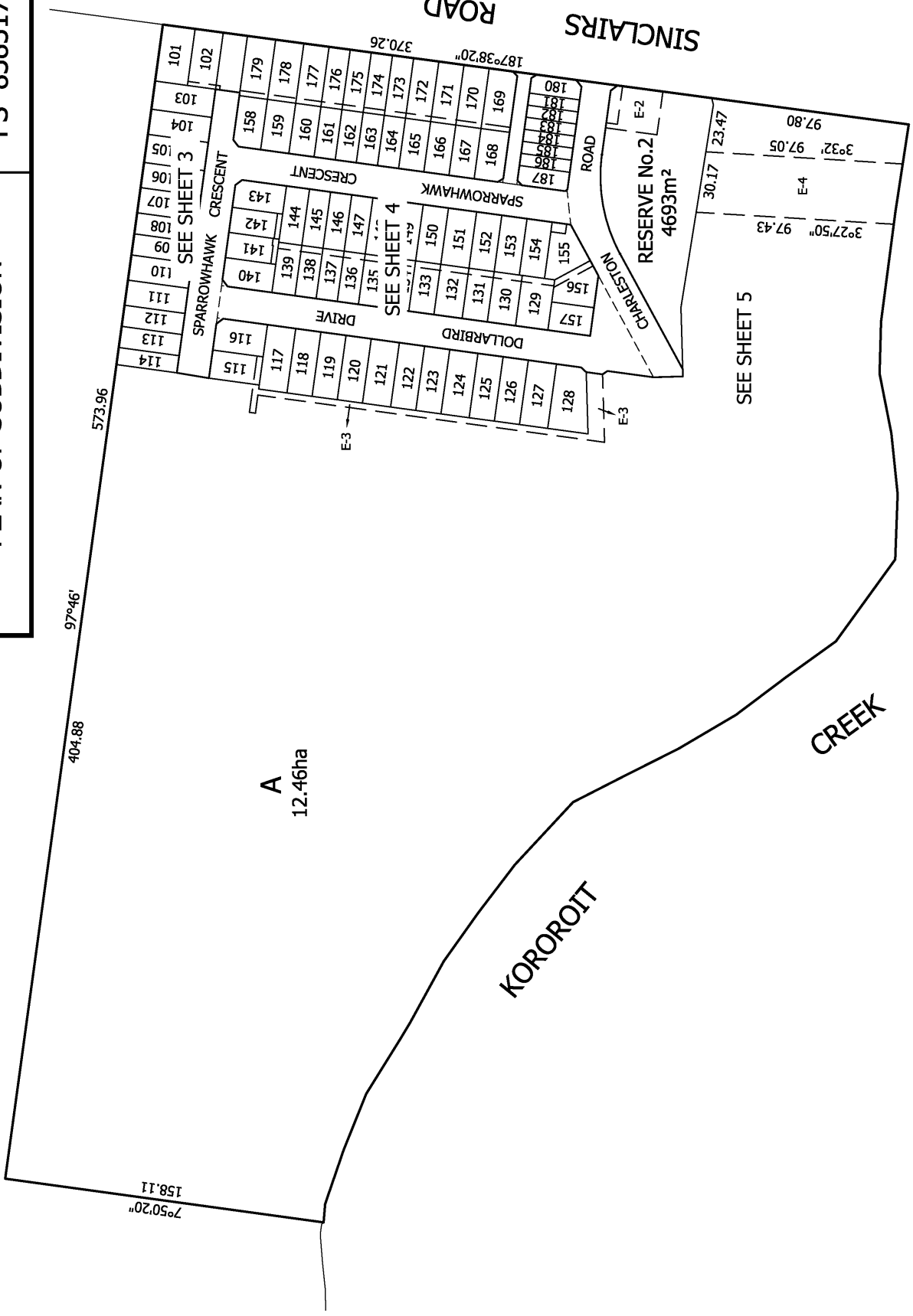
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			LV USE ONLY EDITION 2	PLAN NUMBER PS 838317W
LOCATION OF LAND			Council Name: Melton City Council Council Reference Number: Sub5949 Planning Permit Reference: PA2019/6897 SPEAR Reference Number: S174101C Certification 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: Geraldine Addicott for Melton City Council on 23/09/2021 Statement of Compliance issued: 30/08/2022	
PARISH: MARIBYRNONG TOWNSHIP: - SECTION: 1 CROWN ALLOTMENT: B (PART) & C (PART) CROWN PORTION: - TITLE REFERENCES: Vol.9623 Fol. 610 LAST PLAN REFERENCE/S: LOT 34 ON LP 149080J POSTAL ADDRESS: 146-194 SINCLAIRS ROAD (At time of subdivision) DEANSIDE, 3335 MGA2020 Co-ordinates E 297 750 (of approx centre of land in plan) N 5 821 380 ZONE 55				
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		WATERWAY NOTATION: LOT A ON THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENSE TO USE. LOTS 1 TO 100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTION A AFFECTING LOTS 101 TO 187 (BOTH INCLUSIVE) SEE SHEET 6 FOR RESTRICTION B AFFECTING LOTS 114, 136, 138, 139, 145 TO 147, 161 TO 164 AND 180 TO 187 (ALL INCLUSIVE) SEE SHEET 6 FOR RESTRICTION C AFFECTING LOT 157 SEE SHEET 6 WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958	
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3	MELTON CITY COUNCIL MELTON CITY COUNCIL MELTON CITY COUNCIL POWERCOR AUSTRALIA LTD.			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY - STAGING This is/is not a staged subdivision. Planning permit No. PA2019/6867 SURVEY. THIS PLAN IS/ IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): Maribymong PM 134 & Derrimut PM 157 In Proclaimed Survey Area No. -- DEANSIDE SPRINGS 1 4.545ha			87 LOTS	
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
E-2	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-3	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
E-3	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-4	DRAINAGE & WATERWAY	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
MC MULLEN NOLAN GROUP 31/574 Plummer Street Port Melbourne VIC 3207 Tel: (03) 7002 2200 Fax: (08) 7002 2299 Email: info@mngsurvey.com.au			SURVEYOR REF: 80056PS-010H.DWG Digitally signed by: Matthew Barry Dunn, Licensed Surveyor, Surveyor's Plan Version (7), 30/07/2021, SPEAR Ref: S174101C	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 6 PLAN REGISTERED TIME: 4:51pm DATE: 26 / 9 / 2022 Rod Speer Assistant Registrar of Titles

PLAN OF SUBDIVISION

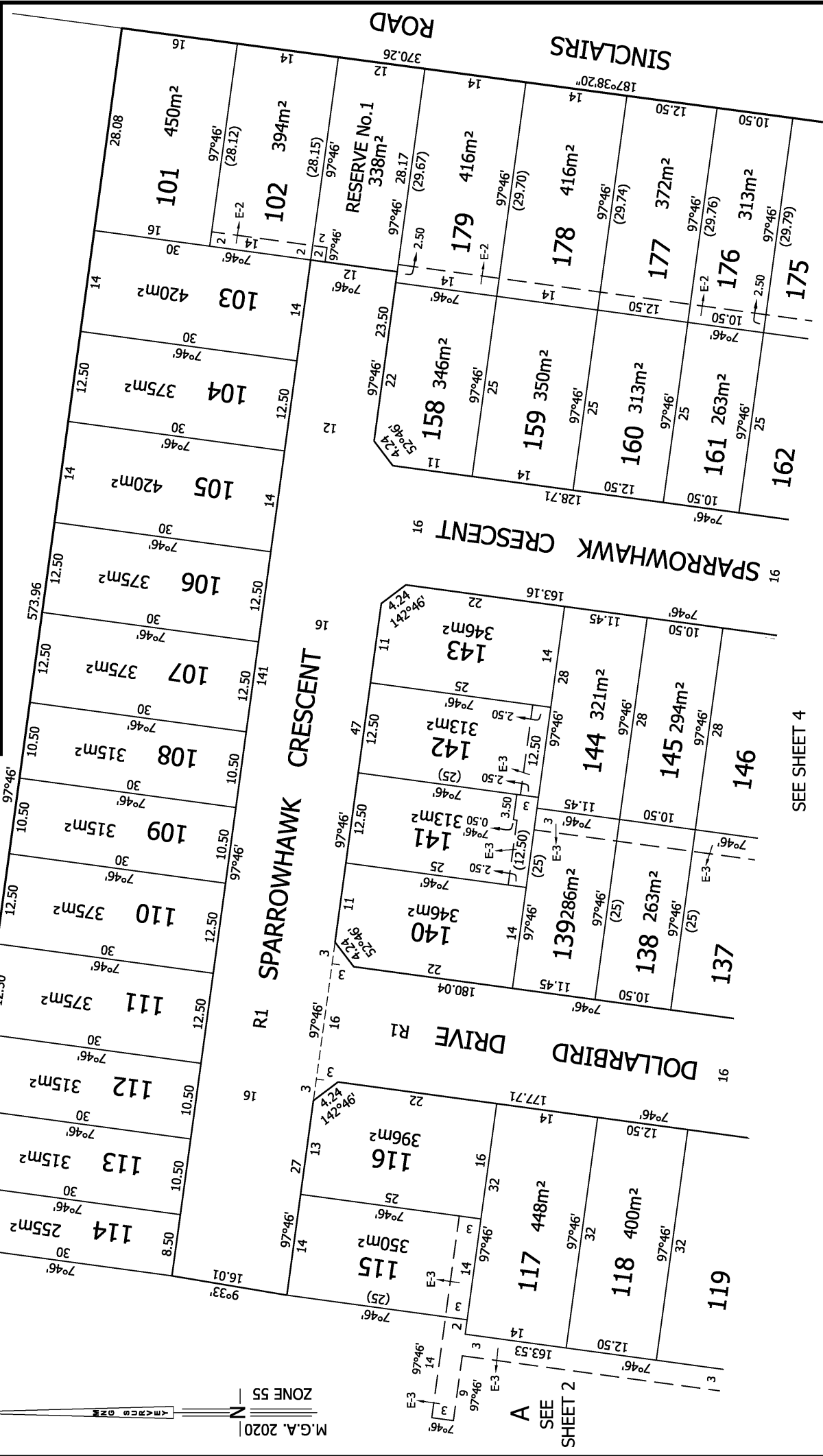
PLAN NUMBER
PS 838317W



<p>80056PS-010H.DWG</p> <p>MC MULLEN NOLAN GROUP 31/574 Plummer Street Port Melbourne VIC 3207 Tel: (03) 7002 2200 Fax: (03) 7002 2299 Email: info@mngsurvey.com.au</p>	<p>SCALE 1:2000</p> <p>20 0 20 40 60 80 LENGTHS ARE IN METRES</p> <p>Digitally signed by: Matthew Barry Dunn, Licensed Surveyor, Surveyor's Plan Version (7), 30/07/2021, SPEAR Ref: S174101C</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 2</p>
<p>MNG.</p> <p>Digitally signed by: Matthew Barry Dunn, Licensed Surveyor, Melton City Council, 23/09/2021, SPEAR Ref: S174101C</p>		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 838317W



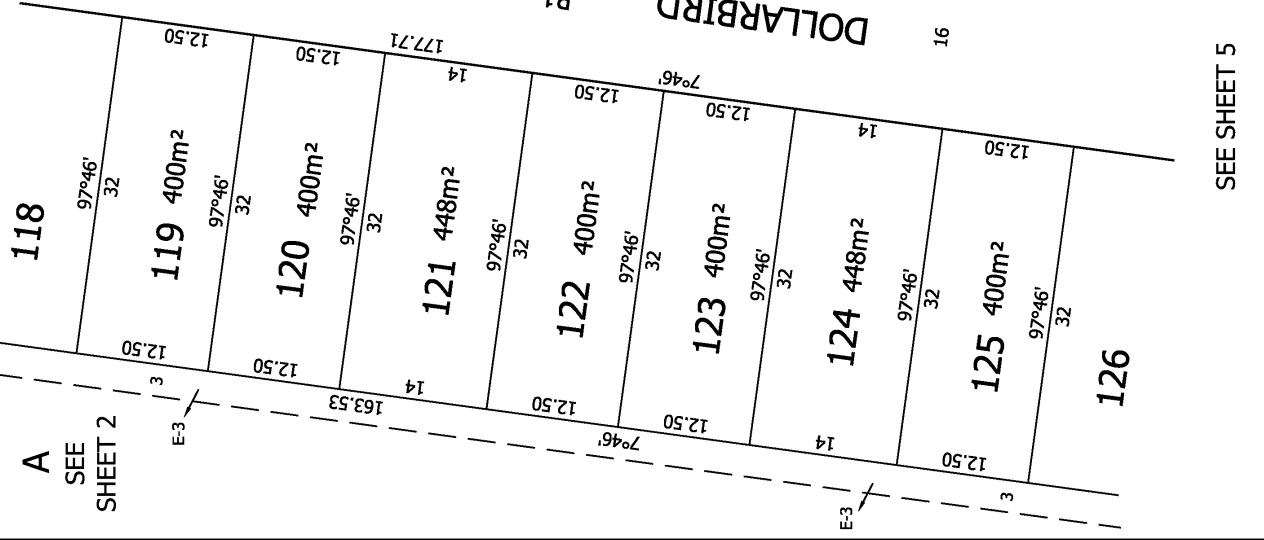
80056PS-010H.DWG		SCALE 1:500	ORIGINAL SHEET SIZE A3	SHEET 3
MC MULLEN NOLAN GROUP 31/574 Plummer Street Port Melbourne VIC 3207 Tel: (03) 7002 2200 Fax: (03) 7002 2299 Email: info@mngsurvey.com.au		Digitally signed by: Matthew Barry Dunn, Licensed Surveyor, Surveyor's Plan Version (7), 30/07/2021, SPEAR Ref: S174101C		
		Digitally signed by: Matthew Barry Dunn, Licensed Surveyor, Surveyor's Plan Version (7), 30/07/2021, SPEAR Ref: S174101C		

PLAN OF SUBDIVISION

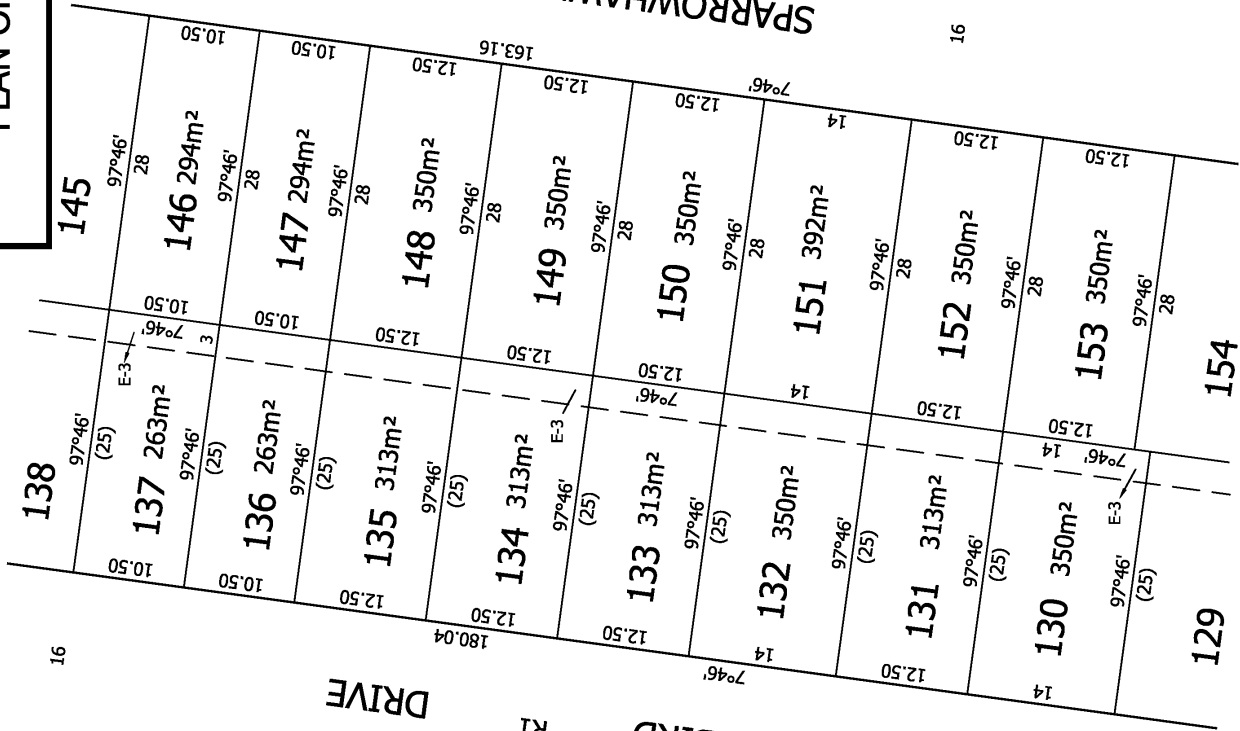
PLAN NUMBER
PS 838317W

SEE SHEET 3

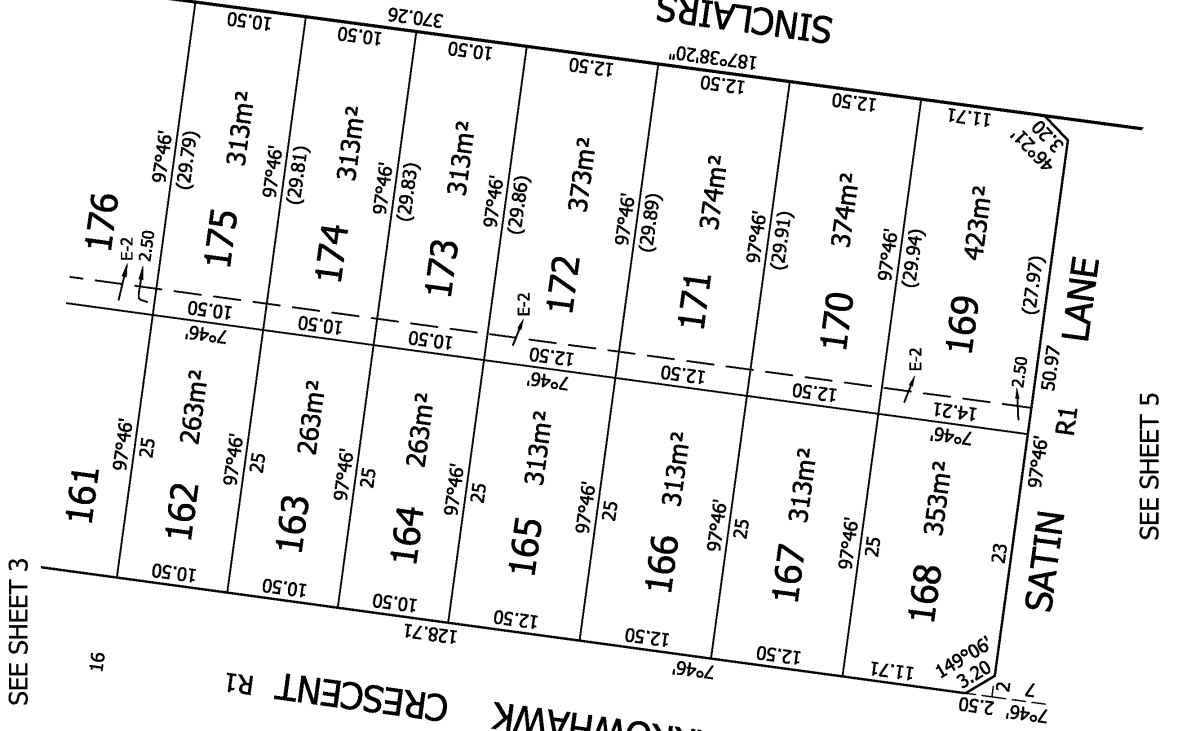
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SEE SHEET 2



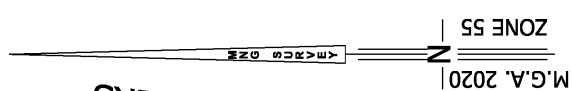
SEE SHEET 5



SEE SHEET 3



SEE SHEET 5



80056PS-010H.DWG

MC MULLEN NOLAN GROUP
31/574 Plummer Street
Port Melbourne VIC 3207
Tel: (03) 7002 2200
Fax: (03) 7002 2299
Email: info@mngsurvey.com.au

MNG.

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30/07/2021, SPEAR Ref: S174101C

Digitally signed by: Melton City Council,
23/09/2021,
SPEAR Ref: S174101C

ORIGINAL SHEET SIZE A3

SHEET 4

PLAN OF SUBDIVISION

**PLAN NUMBER
PS 838317W**

**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

Lots 101 to 187 (All inclusive)

Description of Restriction

Except with the written consent of the 'Deanside Springs' assessment panel, the burdened lot shall not:

- (1) Construct or allow to be constructed any building or structure other than a building or structure that shall be constructed in accordance with the 'Deanside Springs' design guidelines as amended from time to time.

A copy of the design guidelines is available on the *Project Website* and within the *Contract of Sale*.

- (2) Construct or allow to be constructed any building or structure on the lot prior to "Deanside Springs' design assessment panel or such other entity as may be nominated by "Deanside Springs' design assessment panel from time to time have given its written approval to the plans and documentation prior to the commencement of works

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan
- (ii) 30th June 2030

Creation of Restriction B

Upon registration of this plan the following restriction is created.

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

Table 1 of Land burdened & Land benefitted

BURDENED LOT No.	BENEFITING LOTS
114	113
136	135, 137, 147
137	136, 138, 146
138	137, 139, 145
139	138, 140, 141, 144
145	138, 144, 146
146	137, 145, 147
147	136, 146, 148
157	129, 156
161	160, 162, 176
162	161, 163, 175
163	162, 164, 174
164	163, 165, 173

Table 2 of Land burdened & Land benefitted

BURDENED LOT No.	BENEFITING LOTS
180	181
181	180, 182
182	181, 183
183	182, 184
184	183, 185
185	184, 186
186	185, 187
187	186

Description of Restriction

The registered proprietor or proprietors for the time being for any burdened lot on this plan in the table as a lot subject to the 'Small Lot Housing Code' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code' unless in accordance with a planning permit granted to construct a dwelling on the lot

For the purposes of assessment against Small Lot Housing Code:

All Burdened lots in table 1 are to be assessed as 'Type A' lots & All Burdened lots in table 2 are to be assessed as 'Type B' lots

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan
- (ii) 30th June 2030

Creation of Restriction C

Upon registration of this plan the following restriction is created.

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

Land to benefit & to be burdened

Land to be burdened: Lot 157
Land to be benefited: Lots 129 & 156

Description of Restriction

Except with the written consent of the Responsible Authority, the burdened lot shall not:

- (a) Construct or allow to be constructed any building or structure unless a minimum 3m wide front setback is provided for the dwelling.

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan
- (ii) 30th June 2030



MC MULLEN NOLAN GROUP
31/574 Plummer Street
Port Melbourne VIC 3207
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Email: info@mngsurvey.com.au

80056PS-010H.DWG

SCALE



ORIGINAL SHEET
SIZE: A3

SHEET 6

Digitally signed by: Matthew Barry Dunn, Licensed Surveyor, Surveyor's Plan Version (7), 30/07/2021, SPEAR Ref: S174101C

Digitally signed by: Melton City Council, 23/09/2021, SPEAR Ref: S174101C



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 03/11/2022 02:20:51 PM

Status	Registered	Dealing Number	AV667256M
Date and Time Lodged	25/05/2022 09:53:54 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22201519

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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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

9623/610

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

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	25 MAY 2022

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AV667256M
Number of Pages (excluding this cover sheet)	18
Document Assembled	

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

MELTON CITY COUNCIL
Council

- and -

VIRTUS SERVICE HOLDINGS PTY LTD
ACN 159 333 356

in relation to land at:

146-194 SINCLAIRS ROAD, DEANSIDE

4AMC:22201519

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

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

PARTIES:

1. **Melton City Council** of 232 High Street, Melton, Victoria, 3337
(Council)
2. **Virtus Service Holdings Pty Ltd ACN 159 333 356** of SJS Advisory Group Pty Ltd, Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000
(Owner)

RECITALS:

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

- d. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

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

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. **Adjustment** or **Adjusted** has the meaning identified in the ICP.
- 1.3. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.4. **Council** means:
 - 1.4.1. in its capacity as responsible authority, Melton City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.4.1. in its capacity as collecting agency, Melton City Council or its successor as the authority identified in the ICP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.4.2. in its capacity as development agency, Melton City Council or its successor as the authority identified in the ICP as the development agency and includes its agents, officers, employees, servants, workers and contractors.
- 1.5. **Current Address for Service**
 - 1.5.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
 - 1.5.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.6. **Current Email Address for Service**
 - 1.6.1. for the Council means legalservices@melton.vic.gov.au, or any other email address listed on the website of the Council; and
 - 1.6.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.7. **Current Number for Service**
 - 1.7.1. for the Council means 03 9743 9970, or any other facsimile number listed on the website of the Council; and

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- 1.7.2. for the Owner means any facsimile number provided by the Owner to the Council for the express purpose of facsimile communication regarding this Agreement.
- 1.8. **Caveator** means the caveator identified in Item 6 of Schedule 1.
- 1.9. **Demand Unit** means each hectare of Net Developable Land or such other measure provided for under the ICP.
- 1.10. **Endorsed Plans** means the plans endorsed under the Permit.
- 1.11. **GAIC** means the Growth Areas Infrastructure Contribution under the Act.
- 1.12. **GST** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.13. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.
- 1.14. **ICP** means the ICP identified in Item 3 of Schedule 1 which is incorporated into the Planning Scheme, as amended from time to time.
- 1.15. **ICP Land Contribution Percentage** means the ICP land contribution percentage for the relevant class of development applicable to the Land identified in the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.16. **Inner Public Purpose Land** means any inner public purpose land to be vested in Council in accordance with the ICP.
- 1.17. **Land Credit Amount** means any land credit amount applicable to the Land, as adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.18. **Land Component** has the same meaning as in section 46GE of the Act.
- 1.19. **Land Equalisation Amount** means any land equalisation amount applicable to the Land as adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.20. **Land** means the land identified in Item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.21. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the ICP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.22. **Monetary Component** means the standard levy and any supplemental levy required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.23. **Mortgagee** means the mortgagee identified in Item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

- 4 -

- 1.24. **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.
- 1.25. **Parcel Contribution Percentage** means the parcel contribution percentage applicable to the Land identified in the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.26. **party or parties** means the Owner and the Council under this Agreement as appropriate.
- 1.27. **Permit** means the planning permit identified in Item 4 of Schedule 1, which was issued by Council in its capacity as the responsible authority, as amended from time to time.
- 1.28. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.29. **PSP** means the document identified in Item 2 of Schedule 1, which is incorporated into the Planning Scheme, as amended from time to time.
- 1.30. **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.
- 1.31. **Register and Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.32. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.33. **Schedule** means a schedule to this Agreement.
- 1.34. **Schedule of Contributions** means the schedule of contributions for the development allowed by the Permit, submitted to and approved by Council under the Permit.
- 1.35. **Schedule of Contributions for the Stage** means the schedule of contributions in respect of a stage submitted to and approved by Council under the Permit.
- 1.36. **Stage** is a reference to a stage of subdivision of the Land pursuant to the Permit, as shown on the Endorsed Plans.
- 1.37. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).
- 1.38. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.

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.

- 5 -

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

3. REQUIREMENT TO PAY MONETARY COMPONENT

3.1. Payment of the Monetary Component

The parties agree that the Owner must pay the Monetary Component in accordance with the Permit.

3.2. Time for payment of the Monetary Component

The Owner must pay the Monetary Component pursuant to Clause 3.1 for any Stage prior to the issue of a Statement of Compliance for that Stage.

4. LAND PROJECTS

4.1. Provision of Inner Public Purpose Land

4.1.1. The Owner agrees that it must, as a part of the subdivision of each Stage, vest in Council any Inner Public Purpose Land contained within that Stage.

4.1.2. If the Owner does not vest the Inner Public Purpose Land within the timeframe required by Clause 4.1.1 Council may at its absolute discretion:

4.1.2.1. further extend the relevant timeframe in writing; or

4.1.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has vested the relevant Inner Public Purpose Land in accordance with Schedule 3.

4.2. Condition of the land

The Owner agrees that any land vested in Council in accordance with Clause 5.1 must be:

- 6 -

- 4.2.1. sown to grass (minimum 95% coverage without bare areas exceeding 1 square metre, with grass seed germinated and grass able to be mown); free from rock, debris and weeds; graded to gradients no steeper than 1:6; and freely draining, to the satisfaction of Council;
- 4.2.2. free of all encumbrances;
- 4.2.3. free from contamination;
- 4.2.4. have any liability for GAIC discharged prior to it being vested in Council and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council;
- 4.2.5. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged; and
- 4.2.6. connected to services, where applicable;

unless otherwise agreed to in writing by Council.

4.3. Survival of liability clause

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

4.4. No further compensation payable

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

4.5. Payment of any Land Equalisation Amount

The Owner must pay the Land Equalisation Amount for a Stage:

- 4.5.1. to the collecting agency;
- 4.5.2. prior to the issue of a Statement of Compliance for the relevant Stage; and
- 4.5.3. in accordance with Schedule 3, unless otherwise agreed by Council in writing.

5. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 5.1. it is the registered proprietor (or entitled to be so) of the Land;
- 5.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 5.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);

- 7 -

- 5.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 5.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 5.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 5.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
 - 5.5.3. the cancellation or alteration of this Agreement in the Register.
- 5.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with Clause 5.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 5.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 5.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

6. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

- 6.1. this Agreement relates only to infrastructure that is set out in the ICP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under the ICP; and
- 6.2. compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

7. FURTHER ASSURANCE

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

8. AMENDMENT

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

9. NO WAIVER

The Parties agree that:

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

10. NO FETTERING OF POWERS OF COUNCIL

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

11. INTEREST ON OVERDUE MONEYS

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.

12. NOTICES

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

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

13. COSTS ON DEFAULT

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

14. INVALIDITY OF ANY CLAUSE

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

15. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

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

16. JOINT OBLIGATIONS

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.

17. ENTIRE AGREEMENT

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

18. GST

The Parties agree that:

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

18.2. a supply under this Agreement of:

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

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

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

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

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

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

will be exempt from GST.

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

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

19. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

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

19.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):

19.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or

19.2.2. where a clearance certificate is not provided in accordance with Clause 19.2.1:

19.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;

19.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and

19.2.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.

19.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.

- 19.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

20. COUNTERPARTS

- 20.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.
- 20.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.
- 20.3. 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).

21. COMMENCEMENT AND ENDING OF AGREEMENT

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

EXECUTED BY THE PARTIES

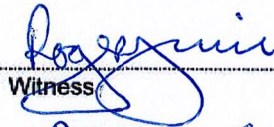
Signed sealed and delivered as a deed by the Parties

Date: 24 May 2022

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 30 August 2021 in the presence of:



Signature of delegate



Witness

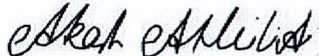
ROGER SUCIC

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 VIRTUS SERVICE HOLDINGS PTY LTD ACN 159 333 356 in accordance with section 127(1) of the Corporations Act 2001:



Signature of Sole Director and Sole Company Secretary

Akash Ahluwalia

Print full name

MORTGAGEE CONSENT

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

DATED: 17/5/2022

A handwritten signature in black ink, appearing to read 'Paul H. H. H.', is written over the printed text.

Executed for and on behalf of

Alceon Finance Pty Ltd


AV667256M

- 2 -

CAVEATOR CONSENT

The Caveator identified in Item 6 of Schedule 1 under the Instrument identified in Item 6 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 17/05/2022

A handwritten signature in black ink, appearing to be a stylized name or set of initials.

Executed for and on behalf of

SA Sinclairs Pty Ltd

AV667256M

Schedule 1

Item 1 – Land	146-194 Sinclairs Road, Deanside Certificate of Title Volume 9623 Follo 610 Lot 34 on Plan of Subdivision 149080J ICP Property K-27
Item 2 – Precinct Structure Plan	<i>Kororoit PSP December 2017 (Amended April 2019)</i>
Item 3 –Infrastructure Contributions Plan	<i>Plumpton and Kororoit ICP July 2018 (amended October 2019)</i>
Item 4 – Permit	PA2019/6867
Item 5 – Mortgages & Instrument/s of Mortgagee	Aiceon Finance Pty Ltd under Instrument of Mortgage AU379549K
Item 6 – Caveator & Instrument of Caveat	SA Sinclairs Pty Ltd under Instrument of Caveat AT636771M

Schedule 2

ICP CONSTRUCTION PROJECTS TABLE

NOT USED

AV667256M

- 2 -

SCHEDULE 3 LAND PROJECTS

Parcel Summary	ICP Land Contribution Percentage	Parcel Contribution Percentage	Over providing or under providing?	Land Credit Amount payable to Owner ¹	Land Equalisation Amount payable to Council ²
K-27	12.26%	0.07%	Under	N/A	\$2,713,978.66

Under provider

Property	Stage	NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (ICP Land Contribution Percentage x NDA)	Provided as per ICP	Staged % of site	% of the Land Equalisation Amount payable for each stage
K-27	1	4.0420	12.26%	0.4955	-	38.98%	\$1,057,788.53
K-27	2	3.6660	12.26%	0.4495	-	35.35%	\$959,389.60
K-27	3	2.6626	12.26%	0.3264	0.00728 – RD-19	25.67%	\$696,800.53
Total	-	10.3706	-	1.2714	-	100%	\$2,713,978.66

¹ As Adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay

² As Adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

882253

APPLICANT'S NAME & ADDRESS

MCP GROUP C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

JAD PROPERTY HOLDINGS PTY LTD AS
TRUSTEE FOR THE DE SENSI FAMILY

PURCHASER

N/A, N/A

REFERENCE

618

This certificate is issued for:

LOT 162 PLAN PS838317 ALSO KNOWN AS 16 SPARROWHAWK CRESCENT DEANSIDE
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 12
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
[https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-
legislation/growth-areas-infrastructure-contribution](https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution)

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/melton>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

20 October 2022

Ms. Lizzie Blandthorn MP
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2022 to 30 June 2023

Issue date: 24/10/2022

Your Reference: 66656204-017-7

Rate updates (03) 9747 7333

Assessment Number: 20529

Certificate No: 110153

Applicant:

Landata
DX 250639
MELBOURNE 3000

Property Location: 174 Sinclairs Road DEANSIDE 3336

Title: LOT: A PS: 838317W V/F: 12425/775

Ward: CAMBRIDGE

Capital Improved Value: \$4,350,000 Site Value: \$4,325,000 Net Annual Value: \$217,500

Effective Date: 01/07/2022 Base Date: 01/01/2022

1. RATES CHARGES AND OTHER MONIES:

Vacant Land Date Levied 01/07/2022	\$15,261.98
Municipal Charge Date Levied 01/07/2022	\$155.00
Waste Service E Date Levied 01/07/2022	\$332.00
Residential FSPL Fixed Charge Date Levied 01/07/2022	\$117.00
Residential FSPL Variable Charge Date Levied 01/07/2022	\$230.55
Current Rates Levied: \$16,096.53	
Rate Arrears to 30/06/2022:	\$12,442.62
Interest to 14/10/2022:	\$180.70
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	-\$28,735.61
Less Other Adjustments:	\$0.00

Rates & Charges Due:	-\$15.76
Additional Monies Owed:	
Total Due:	\$- 15.76

Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;
30 September, 30 November, 28 February and 31 May

*A Rebate amount of -\$388.20 is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)

Lot 162 PS838317W is not rated separately.



A thriving community
where everyone belongs

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

DX 33005 Melton
ABN 22 862 073 889

03 9747 7200
csu@melton.vic.gov.au
melton.vic.gov.au
cityofmelton



Assessment Number: 20529 Certificate Number: 110153

3. SPECIFIED FLOOD LEVEL:

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

5. IMPORTANT INFORMATION:

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

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

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

7. SETTLEMENT PAYMENT VIA BPAY:



Biller code 747998
Reference Number 20529
Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$27.80 being the fee for this certificate.

Authorised Officer



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1254 6493 8110

DATE OF ISSUE - 25/10/2022

APPLICATION NO.

1080272

LANDATA COUNTER SERVICES

YOUR REF.
66670849-034-7

SOURCE NO. 99904685210

PROPERTY: 16 SPARROWHAWK CRESCENT DEANSIDE VIC 3336

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of Zero dollars is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
TOTAL	0.00			0.00	0.00
	Service charges owing to 30/06/2022				0.00
	Service charges owing for this financial year				0.00
	Adjustments				0.00
	Current amount outstanding				0.00
	Plus remainder service charges to be billed				0.00
	BALANCE including unbilled service charges				0.00

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1254 6493 8110



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1254 6493 8110

DATE OF ISSUE - 25/10/2022

APPLICATION NO.

1080272

This property is currently not liable for Parks and/or Waterway and Drainage charges however may be liable for these charges from date of sale.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a Greater Western Water meter.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1254 6493 8110

DATE OF ISSUE - 25/10/2022

APPLICATION NO.

1080272

Information given pursuant to section 158 of the Water Act 1989

This property may be subject to Water, Sewer, Parks and Waterways & Drainage charges. If this statement does not include all these details, it is suggested that you contact Greater Western Water on 1300 299 228 to confirm liability against the property for all these charges as well as any Melbourne Water assets that may encumber this property.

The applicable flood level for this property is RL 85.93 metres to Australian Height Datum (AHD). If further information is required please contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line underneath.

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1223 2627 3117

DATE OF ISSUE - 25/10/2022

APPLICATION NO.

1080272

LANDATA COUNTER SERVICES

YOUR REF.
66670849-034-7

SOURCE NO. 99904685210

PROPERTY: PREV 146 SINCLAIRS ROAD DEANSIDE VIC 3336

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of Zero dollars is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
PARKS SERVICE CHARGES	81.60	Annually	30/06/2023	81.60	0.00
TOTAL	81.60			81.60	0.00

Service charges owing to 30/06/2022	0.00
Service charges owing for this financial year	0.00
Adjustments	0.00
Current amount outstanding	0.00
Plus remainder service charges to be billed	0.00
BALANCE including unbilled service charges	0.00

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1223 2627 3117



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1223 2627 3117

DATE OF ISSUE - 25/10/2022

APPLICATION NO.

1080272

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125464938 is not yet separately rated by Greater Western Water and is part only of the property for which this certificate is issued. Property 125464938 may be separately rated from the date of sale and may attract these charges.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a Greater Western Water meter.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1223 2627 3117

DATE OF ISSUE - 25/10/2022

APPLICATION NO.

1080272

Information given pursuant to section 158 of the Water Act 1989

The Kororoit Creek forms the property's southern title boundary. Melbourne Water has responsibility for the management and control of the bed and banks of this waterway to the extent necessary to carry out its functions under the Water Act 1989. For further information contact Melbourne Water on 9679-7517.

This property may be subject to Water, Sewer, Parks and Waterways & Drainage charges. If this statement does not include all these details, it is suggested that you contact Greater Western Water on 1300 299 228 to confirm liability against the property for all these charges as well as any Melbourne Water assets that may encumber this property.

The Council's Planning Scheme provides that no buildings or works, including filling, shall be constructed within 30 metres of this watercourse, unless a Planning permit has been obtained.

The applicable flood level for this property is RL 85.93 metres to Australian Height Datum (AHD). If further information is required please contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line underneath.

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



ABN 70 066 902 467
 36 Macedon Street Sunbury
 LOCKED BAG 350 SUNSHINE VIC 3020

Call 13 44 99
www.gww.com.au
contact@gww.com.au



022

MCP Group
 Landata C/-Secure Electronic Registries Victoria
 Locked Bag 20005
 MELBOURNE VIC 3001

Your Reference 66670849-028-6
Statement No 155041
Service Request ID 1687902
Account No 16-5022-0800-01-2
Date Issued 27 October 2022

Information Statement

Water Act 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2023 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Property Address: 16 SPARROWHAWK CRES, DEANSIDE VIC 3336

Title(s): Lot 162, Plan of Subdivision 838317, Volume 12425, Folio 837, Parish of Maribyrnong

Owner(s): Jad Property Holdings Pty Ltd ATF De Sensi Family Trust

Comments:

This property became rateable from 10-Oct-2022. Pro Rata charges apply for the current financial year.

Account Calculation:

Charges Previously Billed:	\$0.00
Current Charges (see over for details):	\$594.74
Total Amount Owing to 30-June-2023	\$594.74

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

Please email the Notice of Acquisition/Disposition to Greater Western Water within 14 days of settlement.

Property No: 16-5022-0800

Property Address: 16 Sparrowhawk Cres, Deanside VIC 3336

Current Charges for services provided and their tariffs:

NETWORK SERVICE: 279669

Sewerage Network Fee: From 10/10/22 To 30/06/23 = 264 days @ 138.72¢ per day = \$366.22

Water Network Fee: From 10/10/22 To 30/06/23 = 264 days @ 56.52¢ per day = \$149.21

Waterways Charge: From 10/10/22 To 30/06/23 = 264 days @ 30.04¢ per day = \$79.31

Sub Total = \$594.74

This property incurs the following charges, which for 1 July 2022 to 30 June 2023 are:

These charges should be adjusted at settlement.

Sewerage Service Network Charge of \$506.34 (Daily Rate: \$1.3872)

Water Service Network Charge of \$206.31 (Daily Rate: \$0.5652)

Melbourne Water - Waterways Charge of \$109.68 (Daily Rate: \$0.3004)

Encumbrances and other information:

Greater Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 131 722.

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Greater Western Water. They do not apply to the use of spring or bore water, recycled water, grey water, or rainwater collected in a storage tank that is not supplemented by Greater Western Water supply. Visit www.gww.com.au for more information.

Please note an Annual Parks Charge may apply to this property. You should request a separate Parks charge information statement from Greater Western Water https://www.citywestwater.com.au/moving_selling/property_information_statement OR Landata for properties in the Melton region. For properties in the Sunbury region please contact Yarra Valley Water (Ph: 1300 304 688) for further information.

We apologise for any inconvenience this may cause. Greater Western Water is currently working to centralise legacy City West Water and Western Water Systems to provide a complete service to all our customers.

Disclaimer:

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 120 days from date of issue.



Rohan Charrett
General Manager Customer Experience

27 October 2022



Information Statement Remittance Page




Bill Code: 757955
Ref: 1650 2208 0001 2
® Registered to BPAY Pty Ltd ABN 69 079 137 518

Electronic Payment Option:
 Please make this payment via internet or phone banking.

Post
 Mail your cheque with this payment slip to:
 PO Box 2371
 Sunbury DC VIC 3429

Property No: 16-5022-0800

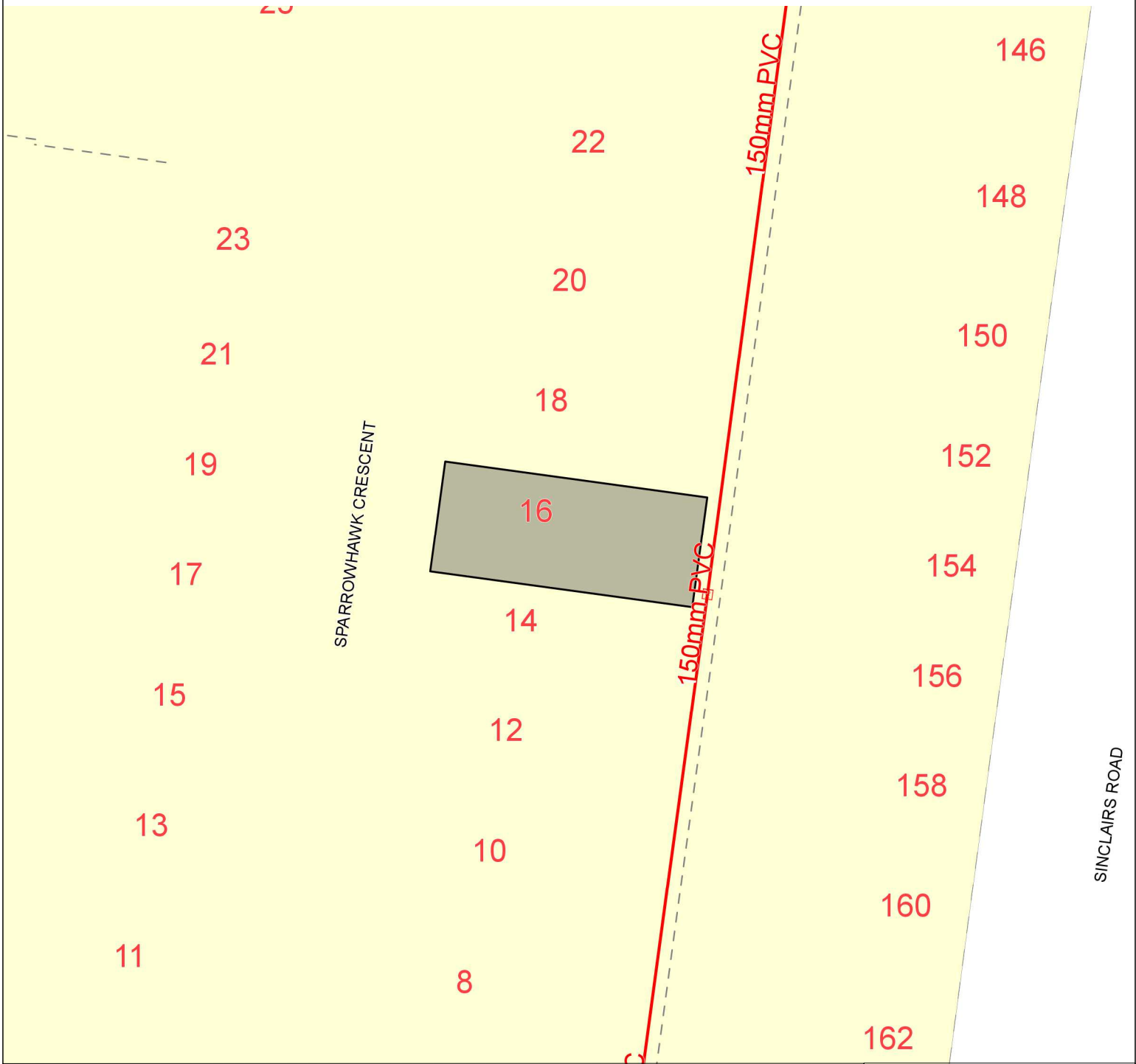
Property Address: 16 Sparrowhawk Cres, Deanside VIC 3336

<u>Account No</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
16-5022-0800-01	Water Account	\$594.74	

Total: \$594.74

****** If paying by Post, please return this page with your payment ******

INFORMATION STATEMENT - PLAN OF ASSETS TRaversING LAND



Prop No. : 16-5022-0800
 Address : 16 Sparrowhawk Crescent Deanside VIC 3336
 Scale : 527
 Printed on: 27-10-2022

Water Main DOES NOT traverse property
 Sewer Main DOES NOT traverse property



Greater Western Water

36 Macedon St,
 Sunbury
 Locked Bag 350
 Sunshine
 VIC 3020

Ph: 134 499

Water Legend

Water main	—	Air Valve	⊙ AV
Junction	○	Hydrant	● Hyd
End of Line	⌋	Fire Plug	● FP
Swab Point	◆ ^{SP}	Pres Reducing Valve	⊗
Non Return Valve	⌌	Reducer	▶
		Valve	✕

Other

Recycled water main	—	Water private service	---
Easement	- - - -	Sewer private gravity	—
		Sewer private rising	- - - -

Sewer Legend

Sewer main	—
Sewer rising main	- - - -
Standard manhole	●
Inspection shaft	■
Air valve	⊙
Stop Valve	✕
End of Line	⌋
Selected Parcels	■
Registered Parcels	□
Proposed Parcels	□

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / MCP GROUP

Your Reference:	5798/22
Certificate No:	57954171
Issue Date:	20 OCT 2022
Enquiries:	JXD11

Land Address: 146 -194 SINCLAIRS ROAD DEANSIDE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19531515	162	838317	12425	837	\$0.00

Vendor: JAD PROPERTY HOLDINGS PTY LTD AS TRUSTEE FOR THE DE SENSI FAMILY TRUST
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
VIRTUS SERVICE HOLDINGS PTY LTD	2022	\$10,837	\$152.61	\$2.96	\$0.00

Comments: Land Tax of \$152.61 has been assessed for 2022, an amount of \$155.57 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$10,837
SITE VALUE:	\$10,837
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 57954171

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$10,837

Calculated as \$0 plus (\$10,837 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 57954171

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 57954171

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MCP Group C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 618

NO PROPOSALS. As at the 19th October 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

146-194 SINCLAIRS ROAD, DEANSIDE 3336
CITY OF MELTON

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

Date of issue: 19th October 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 66656204 - 66656204233802 '618'

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.

(04/10/2016)