

# Calder Conveyancing Pty Ltd

## CONTRACT OF SALE

Vendor:  
Cvetko Niceski and Natalie Niceski

Property:  
20 Dartmouth Chase,  
DERRIMUT

*This firm holds Professional Indemnity Insurance against Civil Liability*

Waters Edge Business Centre  
Level 1, 2-8 Lake Street, Caroline Springs Vic 3023  
P.O. Box 3742, Caroline Springs Vic 3023  
Tel: (03) 8390 6580  
Fax: (03) 8390 6584  
Email: [admin@calderconveyancing.com.au](mailto:admin@calderconveyancing.com.au)  
Web: [www.calderconveyancing.com.au](http://www.calderconveyancing.com.au)

Associate Member of the  
Australian Institute of Conveyancers (Vic Division)

Director: Vanessa A. Oraha, a person holding a full licence  
under the Conveyancers Act 2006. Licence No. 000405L

Calder Conveyancing Pty Ltd, a Company holding a full licence  
under the Conveyancers Act 2006. Licence No. 000957L



## Rules of Conduct of an Auction

1. The property shall be offered for sale by auction.
2. Subject to the vendor's reserve price the highest bidder whose bid is accepted by the vendor shall be the purchaser.
3. The auctioneer shall determine the amount by which the bidding shall be advanced.
4. No bid, once made, shall be retracted.
5. If any dispute arises concerning the bidding, the auctioneer shall determine the dispute or re-submit the property at the last undisputed bid.
6. The auctioneer shall not be obliged to refer any bid to the vendor prior to selling the property.
7. The vendor reserves the following rights:
  - To bid by the auctioneer.
  - To refuse any bid.
  - To withdraw the property from sale at any time without necessarily declaring the reserve price.
8. The purchaser to whom the property is sold shall immediately sign the Contract of Sale and pay the deposit to the estate agent.
9. Sales at auction are not subject to a "cooling off" period.
10. In the event that the property is not sold, the auctioneer may grant the highest bidder the first right of refusal at the reserve price.
11. The property is offered for sale on the terms and conditions as shown in the Contract of Sale as displayed and available for inspection prior to the auction or as amended by the vendor.
12. The estate agent will not be obligated to follow any purchaser's request as to any disclosure of the auction result of sale price.

**SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 -  
SCHEDULE 1**

**SCHEDULE 1**

**Sch. 1**

[Regulations 5, 6 and 7](#)

**GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF  
LAND**

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

OR

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

[\*One of these alternatives must be deleted]

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

**SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 -  
SCHEDULE 2**

**SCHEDULE 2**

**Sch. 2**

[Regulations 5, 6 and 7](#)

**RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE  
VENDOR INTENDS TO BID TO PURCHASE**

1. The property at this auction is co-owned by two vendors.

One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for the other vendor.

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



**SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 -  
SCHEDULE 3**

**SCHEDULE 3**

**Sch. 3**

[Regulations 5, 6 and 7](#)

**RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME  
VENDORS INTEND TO BID TO PURCHASE**

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

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

Only the auctioneer can make a bid for a vendor not bidding to purchase the property.

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

**SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 -  
SCHEDULE 4**

**SCHEDULE 4**

**Sch. 4**

[Regulations 5, 6 and 7](#)

**RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL  
VENDORS INTEND TO BID TO PURCHASE**

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

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

The auctioneer cannot make a bid at this auction.

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

## **SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 5**

### **SCHEDULE 5**

#### **Sch. 5**

#### [Regulation 6](#)

### **INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

#### **Meaning of vendor**

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

#### **Bidding by co-owners**

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

#### **Vendor bids**

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

The auctioneer can only make a vendor bid if—

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

#### **What rules and conditions apply to the auction?**

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

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

### **Copies of the rules Sch. 5**

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

### **Questions**

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

### **Forbidden activities at auctions**

The law forbids any of the following—

- any person bidding for a vendor other than—
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;



- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

### **Who made the bid?**

#### **Sch. 5**

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

### **It is an offence to disrupt an auction**

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

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

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

### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the [Sale of Land Act 1962](#) or the [Sale of Land \(Public Auctions\) Regulations 2014](#). Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victorian Law Today".

#### **Sch. 5**

# 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 [consumer.vic.gov.au/duediligencechecklist](http://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.

[consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist)



### **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

# CONTRACT OF SALE OF REAL ESTATE

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

Property Address: **20 Dartmouth Chase, DERRIMUT 3030**

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions (as set out in Form 2 of the Estate Agents (Contracts) Regulations 2008);

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

### 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 that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER .....on ...../..... /20.....

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

SIGNED BY THE VENDOR.....on ...../..... /20.....

Print name of person signing **Cvetko Niceski and Natalie Niceski**

State nature of authority if applicable (e.g. 'director', "attorney under 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

**Bells Real Estate**  
14 Devonshire Road, SUNSHINE 3020

Tel: 9300 9000 Fax: 9312 5895 Ref: Dean Larti Email: dean@bellsrealestate.com.au

### VENDOR

**Cvetko Niceski and Natalie Niceski**  
of: 20 Dartmouth Chase DERRIMUT VIC 3030

### VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

**Calder Conveyancing Pty Ltd**  
Waters Edge Business Centre: Level 1, 2-8 Lake Street  
(P.O. Box 3742) Caroline Springs Vic 3023

Tel: 03 8390 6580 Fax: 03 8390 6584 Ref: 8623 Email: admin@calderconveyancing.com.au

### PURCHASER

of:

### PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of:

Tel: Fax: Ref: Email:

### PROPERTY ADDRESS

The address of the property is **20 Dartmouth Chase, DERRIMUT 3030**

### LAND (General Conditions 3 & 9)

The land is –

Described in the table below -

Certificate of Title reference	Being lot	On plan
Volume: 10946 Folio: 193	950	539473Y
Volume Folio		

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 folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

### GOODS SOLD WITH THE LAND

(General Condition 2.3(f))

All fixtures and fittings of a permanent nature. (List or attach Schedule)

**PAYMENT**

(General Condition 11)

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by \_\_\_\_\_ (of which \$ \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement  
 =====

**GST** (General Condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

**SETTLEMENT**

(General Condition 10)

**Is due on** ...../...../20.....

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:  
 The above date; or  
 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

**LEASE**

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1, If '**subject to lease**' then particulars of the lease are:

**TERMS CONTRACT**

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

**LOAN**

(General Condition 14)

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

Lender:  
 Loan amount: \$  
 Approval date:

**SPECIAL CONDITIONS**

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

## **NOTICE TO PURCHASER**

**Property: 20 Dartmouth Chase DERRIMUT VIC  
3030**

**Vendor: Cvetko Niceski and Natalie Niceski**

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

## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )



## **SPECIAL CONDITIONS**

### **1. Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

### **2. Representation and Warranty as to Building**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

### **3. Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

### **4. Director's Guarantee and Warranty**

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

### **5. Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

## 6. Foreign resident capital gains withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 6.4 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.
- 6.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.
- 6.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 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.
- 6.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due

date for settlement.

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

## 7. Electronic Conveyancing

Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 7.3 Each party must:
- (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
  - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
  - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction's legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction 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.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by

- 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 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.
- 7.9 The vendor must:
- (a) before settlement deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
  - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

## 8. GST Withholding

- 8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor’s entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 8.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.



- 8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6.  
However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

8.10 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

8.12 This special condition will not merge on settlement.

## **9 Auction**

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

## **10. Rescheduling and Attendance Fee**

Should the Vendors representative attend settlement and settlement does not occur as a result and fault of the purchaser or the purchaser's mortgagee, the purchaser shall pay the Vendors representative a rescheduling/reattendance fee of \$220.00 at settlement.

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### TITLE

#### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition “Section 32 Statement” means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

#### 2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

#### 3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or, measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

#### 7. Duties Online Settlement Statement

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

#### 8. Release of Security Interest

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
  - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
  - (a) that -
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (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.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## 9. Builder warranty insurance

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

## 10. Settlement

### 10.1 At settlement:

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

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

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

## 11. Payment

### 11.1 The purchaser must pay the deposit:

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

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

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

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

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

### 11.4 At settlement, payments may be made or tendered:

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

However, unless otherwise agreed:

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

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

### 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

### 12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.  
However, the purchaser must pay to the vendor any GST payable by the vendor:
  - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
  - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

### 14. Loan

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



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

### 15. Adjustments

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

### 16. Time

16.1 Time is of the essence of this contract.

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

### 17. Service

17.1 Any document sent by –

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

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

practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
- (d) by email

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

### 18. Nominee

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

### 19. Liability of signatory

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

## 20. Guarantee

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

## 21. Notices

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

## 22. Inspection

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

## 23. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. Breach**

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

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

## **DEFAULT**

### **26. Interest**

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

### **27. Default notice**

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

**Vendors Statement to the Purchaser of Real Estate  
Pursuant to Section 32 of the Sale of Land Act (“the Act”)**

Vendor: Cvetko Niceski and Natalie Niceski

Property: **20 Dartmouth Chase, DERRIMUT**

**1. Financial matters in respect of the land**

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

(a) are contained in the attached certificate/s.  
are as follows :

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Brimbank City Council		
2. City West Water		
3.		
4.		

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- a. Their total does not exceed **\$3,000.00**
- b. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: None to the knowledge of the vendor

**2. Building permits**

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

\*No such Building permit has been granted to the Vendor's knowledge

**3. Insurance details in respect of the land**

(a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

Not Applicable – Refer to General Condition 24.1 of the Contract of Sale.

(b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence:

\*No such insurance has been effected.

#### 4. Matters relating to land use

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground 3 and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

Description: As set out in copy of title documents annexed hereto.

- (b) This land **is not** within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There **is** access to the property by road.
- (d) in the case of land to which a planning scheme applies a statement specifying—
- (i) name of the planning scheme: **Brimbank City Council Planning Scheme**
  - (ii) name of the responsible authority: **Brimbank City Council**
  - (iii) zoning of the land: See attached.
  - (iv) name of any planning overlay affecting the land: See attached.

**Are contained in the attached certificate/s.**

#### 5. Notices made in respect of land

Unless contained in the attached certificate/s and/or statement/s, the Vendor is not aware of any 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.

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

Is as follows: None to the knowledge of the vendor.

- (b) whether there are any 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:

Is as follows:

None to the knowledge of the vendor.

- (c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

Is as follows: None to the knowledge of the vendor.

## **6. Information relating to any owners corporation**

The land is **not** affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

(a) unless paragraph (b) below applies—

(i) either—

(A) specify the information prescribed for the purposes of section 151(4)(a) of the ***Owners Corporations Act 2006*** relating to the owners corporation; **or**

(B) (i) attach a copy of the current owners corporation certificate issued in respect of the land under section 151 of the ***Owners Corporations Act 2006***; **and**  
(ii) attach a copy of the documents specified in section 151(4)(b)(i) and (iii) of the ***Owners Corporations Act 2006*** that are required to accompany an owners corporation certificate under that Act; **or**

(b) if the owners corporation is inactive, specify the owners corporation is inactive:

## **7. Growth areas infrastructure contribution**

None to the knowledge of the vendor.

## **8. Disclosure of Available services**

The following services are **available** to the land—

- (a) electricity supply;
- (b) gas supply;
- (c) water supply;
- (d) sewerage;
- (e) telephone services.

## **9. Evidence of title**

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of—
  - (i) the last conveyance in the chain of title to the land; or
  - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision—
  - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the ***Subdivision Act 1988*** —
  - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
  - (iv) A statement of the contents of any permit under the ***Planning and Environment Act 1987*** authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the ***Subdivision Act 1988*** is proposed -
  - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.



**10. Due Diligence Checklist**

The Purchaser/s acknowledges having received a Due Diligence Checklist "Prior" to signing the Vendors Statement.

The day of this Statement is the .....day of .....20.....

Signed by the Vendor.....  
Cvetko Niceski and Natalie Niceski

The Purchaser acknowledges being given a duplicate of this Statement signed by the Vendor before the Purchaser signed any Contract.

The day of this Acknowledgement is the .....day of.....20.....

Signed by the Purchaser.....

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

Register Search Statement - Volume 10946 Folio 193

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 10946 FOLIO 193

Security no : 124089741922L  
Produced 06/05/2021 04:50 PM

LAND DESCRIPTION

Lot 950 on Plan of Subdivision 539473Y.  
PARENT TITLE Volume 10946 Folio 111  
Created by instrument PS539473Y 01/06/2006

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
CVETKO NICESKI  
NATALIE NICESKI both of 20 DARTMOUTH CHASE DERRIMUT VIC 3030  
AL036733L 23/04/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN826093A 12/05/2017  
WESTPAC BANKING CORPORATION

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  
AB235620C 23/04/2002

DIAGRAM LOCATION

SEE PS539473Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 20 DARTMOUTH CHASE DERRIMUT VIC 3026

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK  
Effective from 12/05/2017

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 06/05/2021, for Order Number 67941560. Your reference: 8623.**

**AL036733L**

# Transfer of Land

## Section 45 Transfer of Land Act 1958

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

Lodged by

Name: .....

Phone: .....

Address: .....

**CBA - MS  
15771K**

Reference: .....

Customer Code: .....

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio)

Volume 10946 Folio 193

Estate and Interest: (e.g. "all my estate in fee simple")

All my estate in fee simple

Consideration:

Transferor: (full name)

KELLY ANN STORAY

Transferee: (full name and address including postcode)


CVETKO NICESKI AND NATALIE NICESKI both of 20 Dartmouth Chase, Derrimut, Vic 3030 as Joint Proprietors


Directing Party: (full name)

Dated: 11/4/14

Execution and attestation:

Signed by KELLY ANN STORAY in the presence of: )  
)

  
.....  
KELLY ANN STORAY

Witness: .....

Privacy Statement  
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

# Annexure Page

## Transfer of Land Act 1958

This is page 2 of Approved Form T1 dated  
between Kelly Ann Storay and Cvetko Niceski and Natalie Niceski

Panel Heading

Signed by CVETKO NICESKI in the presence of: )

Witness: V. Jankovic

) C. Niceski  
CVETKO NICESKI

Signed by NATALIE NICESKI in the presence of: )

Witness: V. Jankovic

) N. Niceski  
NATALIE NICESKI

N. Niceski  
N. Niceski

# A1

Page 2 of 2

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

**Application by a Responsible Authority  
for the making of a recording of an agreement**  
Section 181(1) *Planning and Environment Act 1987*

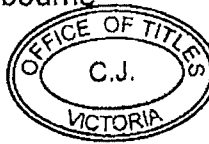
**AB235620C**

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Lodged by:

Name: Macquarie Lawyers & Strategists  
Phone: 9650 6700  
Address: 124 Exhibition Street Melbourne  
Ref: BRI6458  
Customer Code: 301J



The Responsible Authority having made an agreement requires a recording to be made in the Register for the land.

**Land:**

Volume 10589 Folio 850, Volume 10589 Folio 851, Volume 10589 Folio 852 and Volume 10589 Folio 854 (being Lots A, B, C and E respectively on PS 443 555 F) and Volume ~~10537~~ Folio 534  
10357

**Authority:**

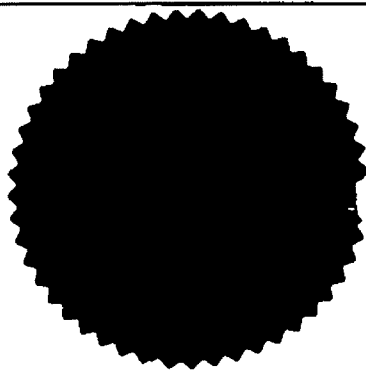
**BRIMBANK CITY COUNCIL** of Alexandra Avenue, Sunshine 3020

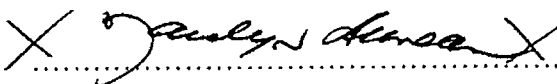
**Section and Act under which agreement made:**

Section 173 *Planning and Environment Act 1987*  
A copy of the agreement is attached to this application

**Date:** 26 March 2002

**Signed:**



 (Delegate of Council)  
**Marilyn Duncan**  
Chief Executive Officer

19 OCT 2002



DAB235620C-1-7

# **Section 173 Agreement**

---

**Brimbank City Council**

and

**Peet Windsor Park Syndicate Ltd**  
(ACN 092 563 016)



**Macquarie**  
Lawyers & Strategists

124 Exhibition Street  
MELBOURNE VIC 3000

Telephone: 9650 6700  
Facsimile: 9650 6355  
E-mail: [solutions@macquarielawyers.com.au](mailto:solutions@macquarielawyers.com.au)  
Our Ref: BRI6458

**AB235620C**





THIS AGREEMENT is made on 21 December 2001  
under section 173 of the *Planning and Environment Act 1987*

**BETWEEN**

**BRIMBANK CITY COUNCIL**

of Old Calder Highway, KEILOR VIC 3020 (the Council)

and

**PEET WINDSOR PARK SYNDICATE LIMITED (ACN 092 563 016)**

of Level 7, 200 St Georges Terrace, Perth WA 6000 (Peet)

**RECITALS**



A. Peet has contracted to purchase from Angliss part of the land known as Windsor Park, Foleys Road, Mt Derrimut Road, Middle Road & Robinsons Road, DERRIMUT VIC 3030 and more particularly described in the following certificates of title –

- Volume 10589 Folio 850, being Lot A on the Plan;
- Volume 10589 Folio 851, being Lot B on the Plan;
- Volume 10589 Folio 852, being Lot C on the Plan;
- Volume 10589 Folio 854, being Lot E on the Plan;

each being part of the land comprised in Certificates of Title Volume 10357 Folio 534 and Volume 10126 Folio 292;

- and the balance of the land contained in Certificate of Title Volume 10357 Folio 534.

B. The Council is the responsible authority under the Act for the administration and enforcement of the Scheme, which applies to the Land.

C. Under the Scheme, the Land is included in a Mixed Use zone and is subject to a Development Plan Overlay Schedule 1 (DPO1). Under clause 2 of DPO1, the development plan for the Land must include arrangements for the provision and funding of social and physical infrastructure.

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- D. The Council resolved to adopt the Angliss Estate Development Plan at Meeting No. 63 on 14 September 1999. As a condition of the Angliss Estate Development Plan, Angliss has agreed to contribute certain social and physical infrastructure to service the development of the Land and to enter into a section 173 agreement to that effect (the **Original Section 173 Agreement**). The Original Section 173 Agreement was lodged on 28 July 2000. Clause 6.5 of the Original Section 173 Agreement provided that:

*If the purpose of the plan of subdivision referred to in clause 6.2 is to effect the sale of all or part of the Land by Peet to any Other Developer, the parties agree that –*

- (a) *clauses 6.2, 6.3 and 6.4 continue to apply; and*
- (b) *if Angliss retains any part of the Land as registered proprietor, Angliss must, after consulting with the Council, enter into an agreement with the Other Developer setting out the division of responsibility between Angliss and the Other Developer for the provision of social and physical infrastructure required by this Agreement; and*
- (c) *the Council will enter into a new Section 173 Agreement with the Other Developer for the provision of that proportion of social and physical infrastructure under this Agreement which becomes the responsibility of the Other Developer pursuant to the agreement referred to in sub-clause 6.5(b); and*
- (d) *if Angliss retains any part of the Land as registered proprietor, Angliss must enter into a new Section 173 Agreement with the Council for the provision of that proportion of the social and physical infrastructure required by this Agreement for which it retains responsibility pursuant to the agreement referred to in sub-clause 6.5(b).*



- E. Angliss has now entered into a contract of sale to sell the Land to Peet, and in accordance with clause 6.5 of the Original Section 173 Agreement, the Council is required to end the Original Section 173 Agreement and execute a new Agreement with Angliss as well as entering into this Agreement with Peet.

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- F. The parties enter into this Agreement –
- to satisfy in full Peet's obligation to provide social and physical infrastructure to the Land as required by the Angliss Estate Development Plan; and
  - to achieve or advance the objectives of planning in Victoria and the objectives of the planning scheme provisions which relate to the Land.

## INTERPRETATION AND DEFINITIONS

### 1. INTERPRETATION

#### 1.1 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) a word importing the singular includes the plural, and vice versa;
- (b) a word importing a gender includes any other gender;
- (c) where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (d) a covenant or obligation on the part of two or more persons binds them jointly and severally;
- (e) a reference to the "Council" includes its successors and assigns;
- (f) a reference to "Peet" includes its successors, assigns and transferees in all respects to the whole or any part of the Land;
- (g) the word "Peet" (if Peet holds the Land on a trust capacity) includes the beneficiaries of the trust in relation to which it holds that Land. Where such a trust relationship exists, Peet in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee;
- (h) a reference to an Act of Parliament, a legislative enactment or a subordinate instrument or any provision in any of them is a reference to that Act, enactment, instrument or provision as amended, re-enacted or

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re-made (with or without modification) from time to time or a corresponding future Act, enactment, instrument or provision;

- (i) headings are for guidance only and do not affect the interpretation of this Agreement; and
- (j) a reference to a person by way of that person's position with the Council includes a person:-
  - (i) authorised to carry out the powers, duties and functions of that position at the Council;
  - (ii) acting in that capacity; or
  - (iii) if that position in the Council ceases to exist, any person exercising any power, duty or function which was previously a power, duty or function of the previous position.

## 1.2 Definitions

In this Agreement, unless the contrary intention appears:

**Act** means the *Planning and Environment Act 1987 (Vic)*;

**Angliss** means The Angliss Estate (Deer Park) Pty Ltd (ACN 075 579 707) of Level 2, 54 Jephson Street, Toowong, Queensland;

**Angliss Estate Development Plan** means the development plan referred to in Recital D;

**Developer's Contribution Plan** means the indicative plan in Schedule 1 setting out the type of physical and social infrastructure to be provided by Peet for development of the Land, an indicative timeframe for provision of the infrastructure, and the source of funds for the infrastructure.

**Development Phases** means the Initial Development Phase, the Main Development Phase and the Final Development Phase as set out in the Angliss Estate Development Plan.

**GST** means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any federal or state

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government which operates at anytime or times during the Agreement including without limitation GST as defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any replacement tax.

**Land** means the land described in Recital A.

**Other Developer** means a person who purchases all or part of the Land from Peet for the purpose of further subdividing and selling the Land or any part of it.

**Plan** means plan of subdivision PS443555F.

**Scheme** means the Brimbank Planning Scheme and includes any planning control in the form of or similar to a planning scheme and being a successor to the Brimbank Planning Scheme.

### 1.3 Headings

In this Agreement, headings are for convenience of reference only and do not affect interpretation.

## 2. CONFIRMATION OF RECITALS

Each of the parties to this Agreement confirms the recitals that relate to that party.

## 3. EFFECT OF THE AGREEMENT



3.1 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made under the provisions of section 173 of the Act.

3.2 The Council expressly acknowledges that this Agreement satisfies in full Peet's obligations under the Angliss Estate Development Plan and the DPO1 to provide social and physical infrastructure for the development of the Land, including any obligation to provide land or money for open space under section 18 of the *Subdivision Act 1988 (Vic)* in circumstances where the land is subdivided.

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#### 4. PEET COVENANTS AND ACKNOWLEDGMENTS

4.1 Peet covenants that it will make a contribution to the provision of social and physical infrastructure as required by the Angliss Estate Development Plan and in accordance with the specifications and indicative costs set out in the Developer's Contribution Plan.

4.2 The parties acknowledge that the costs of providing or contributing to the social and physical infrastructure and the division of funds between the various infrastructure items set out in the Developer's Contribution Plan are based on Year 2000 estimates and that –

(a) where Peet is required to construct or provide infrastructure, it must do so by reference to actual costs at the time of construction or provision, including by reference but not limited to, any increases in taxes (including GST) or other costs or expenses relevant to such contribution or provision; and

(b) Peet may change the amount allocated to any particular infrastructure item after consulting with the Council and upon obtaining the Council's consent to such a variation.

4.3 Peet will commence staged construction of the social and physical infrastructure set out in the Developer's Contribution Plan as population thresholds are reached generally in accordance with the indicative development phases specified in the Developer's Contribution Plan. The parties acknowledge however that the timing for the provision of social and physical infrastructure as set out in the Developer's Contribution Plan is indicative only, and may be subject to amendment with the Council's approval.

#### 5. COUNCIL COVENANTS

The Council covenants that any contribution required from Peet under the Angliss Estate Development Plan and/or the Developer's Contribution Plan, whether in relation to the provision of works, services, facilities, land as public open space, or payment of money in lieu of land as public open space, will be

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dedicated to and used for the provision of social and physical infrastructure on,  
or for the direct benefit of, the Land.

6. DURATION OF AGREEMENT

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- 6.1 This Agreement commences on the day it is executed.
- 6.2 When the Council issues a Statement of Compliance in relation to the subdivision of the Land or any part of it, the Agreement is deemed to end in relation to the land contained in the plan of subdivision, subject to compliance with section 21(1)(b) of the *Subdivision Act 1988 (Vic)*.
- 6.3 When the Council issues the Statement of Compliance referred to in clause 6.2, it must immediately cause a notice under section 183(1) of the Act to be given to the Registrar of Titles and take any other steps under the Act as may be necessary to ensure that this Agreement is ended in respect of the land contained in the plan of subdivision.
- 6.4 The Council must immediately provide to Peet a copy of the notice referred to in clause 6.3 and must notify Peet of the steps taken to ensure this Agreement is ended in respect of the land contained in the plan of subdivision.
- 6.5 If the purpose of the plan of subdivision referred to in clause 6.2 is to effect the sale of all or part of the Land by Peet to any Other Developer, the parties agree that –
- (a) clauses 6.2, 6.3 and 6.4 continue to apply; and
  - (b) if Peet retains any part of the Land as registered proprietor, Peet must, after consulting with the Council, enter into an agreement with the Other Developer setting out the division of responsibility between Peet and the Other Developer for the provision of social and physical infrastructure required by this Agreement; and
  - (c) the Council will enter into a new Section 173 Agreement with the Other Developer for the provision of that proportion of social and physical infrastructure under this Agreement which becomes the responsibility of





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23/04/2002 \$59



the Other Developer pursuant to the agreement referred to in sub-clause 6.5(b); and

- (d) if Peet retains any part of the Land as registered proprietor, Peet must enter into a new Section 173 Agreement with the Council for the provision of that proportion of the social and physical infrastructure required by this Agreement for which it retains responsibility pursuant to the agreement referred to in sub-clause 6.5(b).

## 7. REGISTRATION OF AGREEMENT



DAB235620C-10-0

7.1 The Council and Peet must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to enter a memorandum of this Agreement on the Certificates of Title to the Land in accordance with Section 181 of the Act.

7.2 Without limiting the operation or effect which this Agreement has, Peet must ensure that until such time as a Memorandum of this Agreement is registered on the Certificates of Title to the Land, successors in title shall be required to –

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute under seal a deed agreeing to be bound by the terms of this Agreement. Upon such execution, this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of Peet appears and in addition to the name of Peet.

## 8. NOTIFICATION TO SUCCESSORS IN TITLE

8.1 Peet must not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this Agreement and an application pursuant to Section 181 of the Act has been lodged with Land Victoria by or on behalf of the Council and entered on the Certificates of Title to the Land.

8.2 Peet must not sell, transfer, assign or otherwise part with possession of the Land or any part of the Land to any Other Developer without first disclosing to

the Other Developer the existence and nature of this Agreement, and entering into an agreement referred to in clause 6.5(b).

## 9. COSTS

Peet must on demand pay to the Council its reasonable solicitor-client costs and expenses arising from and incidental to the negotiation, preparation, execution and registration of this Agreement. In relation to any dispute over legal professional costs, Peet may have them assessed by the Law Institute of Victoria's cost service and the Council and Peet are bound by the amount of the assessment with any fee for obtaining the assessment being borne equally by Peet and the Council.

## 10. NOTICES



Any notice or document under this Agreement may be served by delivering that notice or document, either personally or by registered mail, to the parties at the addresses noted in this Agreement (or any other address which is notified to all parties from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting.

## 11. GENERAL

**AB235620C**

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### 11.1 Approval



The Council agrees that where this Agreement requires the Council to grant its approval or consent in relation to any matter, it will not unreasonably withhold its approval or consent.

### 11.2 Alternative Dispute Resolution

The Responsible Authority and Peet agree that if a dispute arises out of this Agreement then either party may give written notice to the other –

- (a) stating details of the matter in dispute;
- (b) requiring that the matter be resolved by a suitably qualified independent Arbitrator.

The Council and Peet must meet in good faith to seek to agree on the suitably qualified independent Arbitrator.

### 11.3 Selection of Arbitrator

Either the Council or Peet may request the President of the Victorian Bar Council to nominate a Queen's Counsel as the independent Arbitrator if the Council and Peet are unable to agree upon the Arbitrator within ten (10) days of receipt of a notice provided under clause 11.2(a).

### 11.4 Arbitrator

The Arbitrator must act as an expert.



### 11.5 Decision of Arbitrator

The decision of the Arbitrator shall be final and binding on the parties including the payment of any costs associated with the hearing of the dispute.

### 11.6 Written Submissions

The Arbitrator may consider written submissions received within fourteen (14) days of their appointment.

### 11.7 Arbitrator's Determination

The Arbitrator must give written notice of and the reasons for any determination to both parties within fourteen (14) days of the hearing of the dispute

### 11.8 Restriction on Action

Neither party may commence or maintain any action relating to a matter in dispute until it has been determined pursuant to this clause.

### 11.9 Further Assistance



Both Peet and the Council will respectively sign and execute all such further documents and deeds and do all acts and things as any other party reasonably requires to bring this Agreement into effect.

#### **11.10 Jurisdiction**

This Agreement is governed by, and the parties submit to the jurisdiction of, the laws of the State of Victoria.

#### **11.11 Severability**

In the event that this Agreement is not held to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a court of competent jurisdiction in the State of Victoria.

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



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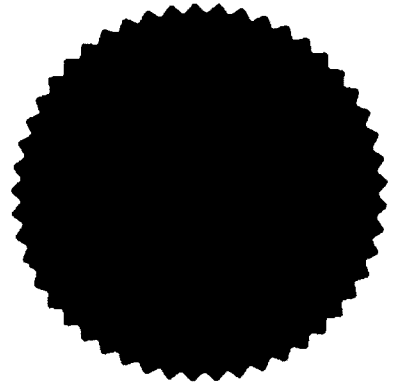
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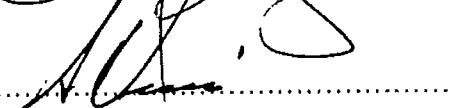
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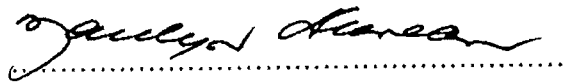


THE COMMON SEAL of BRIMBANK CITY )  
COUNCIL is affixed in the presence of: )

  
.....  
  
.....

Mayor

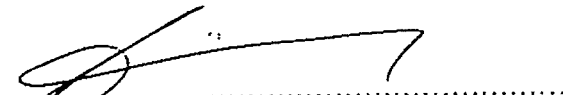
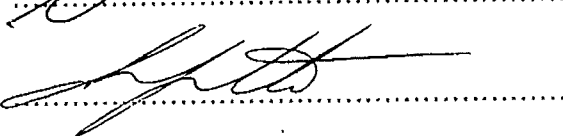
Councillor

  
.....

Chief Executive Officer

THE COMMON SEAL of PEET WINDSOR )  
PARK SYNDICATE LTD (ACN 092 563 016) )  
is affixed in the presence of authorised )  
persons: )



  
.....  
  
.....

Director

Director / Secretary

**AB235620C**

23/04/2002 \$59 173



DAB235620C-14-4

# Schedule 1

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## *Developer's Contribution Plan*



DAB235620C-15-8

**AB235620C**

23/04/2002 \$59 173



WINDSOR PARK - RESIDENTIAL DEVELOPMENT

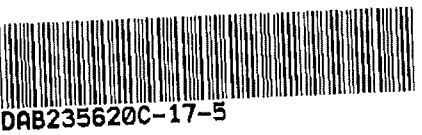
DEVELOPERS CONTRIBUTION PLAN

INFRASTRUCTURE REQUIREMENT	WORKS REQUIRED	LAND REQUIRED		CONSTRUCTION OR FACILITY COST		PEET CONTRIBUTION	TRAINING OF CONTRIBUTION AND/OR WORKS
		AREA	UNIT COST	UNIT COST	QTY		
<b>A DEVELOPMENT INFRASTRUCTURE</b>							
<b>1 Distributor Roads</b>							
a) Mt. Derrin Rd	Upgrade of Mt. Derrin Road			Future roadworks - cost not specified		173,000	Mt. Derrin Rd construction works to the value of initial Development Phase in lieu of cash contribution.
b) Robinsons Road	Upgrade of Robinsons Road			Future roadworks - cost not specified		50,000	Mt. Derrin Rd construction works to the value of initial Development Phase in lieu of cash contribution.
c) Mt. Derrin Road Boundary Road	Construction of a road/shoulder			Future roadworks - cost not specified		50,000	Mt. Derrin Rd construction works to the value of initial Development Phase in lieu of cash contribution.
d) Tiboum Road/Station Road	Upgrade of intersection			Future roadworks - cost not specified		50,000	Mt. Derrin Rd construction works to the value of initial Development Phase in lieu of cash contribution.
e) Mt. Derrin Road	25M Road widening	2.6HA	\$45,000/HA			117,000	Offset against the total value of Mt. Derrin road construction works.
<b>2 Traffic Management Works</b>							
a) Mt. Derrin Road/Federation Drive	50M Roundabout			239,000		239,000	Initial Development Phase - Future 50% reimbursement from University Landowner.
b) Robinsons Road/Federation Drive	50M Roundabout			205,000		205,000	Main Development Phase - 5-10 Years. No later than 1500 lots.
c) Mt. Derrin Road	Northern access incl. acceleration & deceleration lanes			100,000		100,000	Main Development Phase - 3-5 Years. At the time the adjoining/neighborhood centre is constructed.
<b>3 Parks</b>							
<b>Neighbourhood Park</b>							
	Landscaping			37,267		37,267	
	Paving			168,750		168,750	
	Grassland			69,000		69,000	
	Playground Equipment			35,000		35,000	
	Park Furniture			30,000		30,000	
	Retention or similar			50,000		50,000	
	Artwork			15,000		15,000	
	Signage			5,000		5,000	
	Irrigation			59,809		59,809	
	Security Lighting			62,000		62,000	
	Contingency			56,117		56,117	
<b>Local Parks (?)</b>							
	Landscaping			907,043		907,043	Staged commencing Initial Development Phase with 50% of the work constructed no later than 800 lots & the remaining 50% no later than 1600 lots.
<b>4 Streetscape &amp; Environment</b>							
	Landscaping			666,535		666,535	Staged commencing Initial Development Phase. As a Construction Stage adjoining a local Park is developed the local Park is also developed.
<b>Regional Drainage Reserves</b>							
	Landscaping			100,000		100,000	Commencing Initial Development Phase and with each Construction Stage adjoining the Drainage Reserves.
<b>Arterial Road Landscaping</b>							
	Landscaping			94,000		94,000	Commencing Initial Development Phase and with each Construction Stage adjoining Mt. Derrin Road.
<b>Mt. Derrin Road</b>							
	Noise/visual amelioration			170,000		170,000	Main Development Phase - 5-10 years and with each Construction Stage adjoining Robinsons Road.
<b>Robinsons Road</b>							
	Noise/visual amelioration			262,000		262,000	Commencing Initial Development Phase and with each Construction Stage adjoining Federation Drive
<b>Essays/Collector</b>							
	Landscaping			526,000		526,000	
<b>Federation Drive</b>							
	Landscaping			22,500		22,500	
<b>Land for Community Infrastructure</b>							
	Multi-Use/Play Centre	0.5HA	\$45,000/HA	22,500		22,500	With Item B2
	Neighbourhood Park	6.67HA	\$45,000/HA	300,420		300,420	With Item A3
	Local Parks - 7 of	4.06HA	\$45,000/HA	183,015		183,269	With Item A3
<b>SUB-TOTAL A - DEVELOPMENT INFRASTRUCTURE</b>							
						\$3,357,775	
				* 350M/1930M x \$94,000 = \$35,000			



1/2/2018 2:51 PM

INFRASTRUCTURE REQUIREMENT	WORKS REQUIRED	LAND REQUIRED		CONSTRUCTION OR FACILITY COST		PEET CONTRIBUTION	TIMING OF CONTRIBUTION AND/OR WORKS
		AREA	UNIT COST	COST	QTY		
<b>B</b>							
<b>COMMUNITY INFRASTRUCTURE</b>							
<b>1 Active Open Space</b>							
Neighbourhood Sports Oval (2)	AFL Soccer, Cricket						
	Earthworks, drainage turf			373,800		373,800	
	Irrigation			86,400		86,400	
	Cricket Wickets (3)			6,000		6,000	
	Fencing			44,000		44,000	
	Contingency			18,560		18,560	
				528,760			
	Tennis/multi-purpose courts (2)			70,000		70,000	
	Change rooms 100M2			100,000		100,000	
	Skating Bowl			30,000		30,000	
				200,000			
	Shared Pathways	Roads 4500M x \$70 (extra cost)		315,000		285,000	728,760
		Reserves 2000M x \$100		200,000		200,000	
						485,000	
<b>2 Community Facilities &amp; Services</b>							
	Multi-purpose building	800M2 building with 30 car spaces & landscaping				960,000	Staged - Commencing in Main Development Phase by no later than 900 lots with 70% expended by no later than 1600 lots and 100% by no later than 1800 lots.
	Interim community facility	Shared use of Display Home/Sales Office				0	Initial to Main Development Phase.
<b>SUB-TOTAL B - COMMUNITY INFRASTRUCTURE</b>						<b>\$2,173,760</b>	
<b>Total</b>						<b>\$5,531,535</b>	



DAB235620C-17-5



<b>PLAN OF SUBDIVISION</b>	Stage No.	LR use only	Plan Number
	/	<b>EDITION 1</b>	<b>PS 539473Y</b>

**Location of Land**

Parish: DERRIMUT

Township: ---

Section: 12

Crown Allotment: -

Crown Portion: 1(PART), 3(PART) & 5(PART)

Title Reference: VOL.10946 FOL.111

Last Plan Reference: LOT E ON PS 539467T

Postal Address: MIDDLE ROAD  
(at time of subdivision) DERRIMUT 3030

MGA Co-ordinates E 302600 Zone: 55  
(of approx. centre of land in plan) N 5815250

**Council Certification and Endorsement**

Council Name: BRIMBANK CITY COUNCIL Ref: P166/2005

1. This plan is certified under section 6 of the Subdivision Act 1988. S139/2005

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

~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

**OPEN SPACE**

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

~~(ii) The requirement has been satisfied.~~

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

Council Delegate  
~~Council Seal~~  
Date 2 / 02 / 06

~~Re-certified under section 11(7) of the Subdivision Act 1988.~~

~~Council Delegate~~  
~~Council Seal~~  
~~Date / /~~

**Vesting of Roads and/or Reserves**

Identifier	Council/Body/Person
ROADS R1	BRIMBANK CITY COUNCIL

**Notations**

Staging This is/is not a staged subdivision Planning Permit No.

Depth Limitation DOES NOT APPLY

TANGENT POINTS ARE SHOWN THUS:

LAND SUBDIVIDED (EXCLUDING LOT F): 3.472ha

LOTS 1 TO 920 (BOTH INCLUSIVE) AND LOTS A TO E (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

**Survey** This plan is/~~is not~~ based on survey VIDE BP 416

This survey has been connected to permanent marks no(s) 8, 9, 112, 137, 197, In Proclaimed Survey Area No. --- 203 & 235

**Easement Information**

**Legend:** E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	BRIMBANK CITY COUNCIL CITY WEST WATER LIMITED LOTS ON THIS PLAN
E-1	SEWERAGE	SEE DIAG	THIS PLAN	
E-1	DRAINAGE & SEWERAGE	SEE DIAG	THIS PLAN	
E-2	DRAINAGE	SEE DIAG	PS 517990B	BRIMBANK CITY COUNCIL CITY WEST WATER LIMITED LOTS ON PS 517990B
E-2	SEWERAGE	SEE DIAG	PS 517990B	
E-2	DRAINAGE & SEWERAGE	SEE DIAG	PS 517990B	
E-3	DRAINAGE	SEE DIAG	PS 539467T	BRIMBANK CITY COUNCIL CITY WEST WATER LIMITED LOTS ON PS 539467T
E-3	SEWERAGE	SEE DIAG	PS 539467T	
E-3	DRAINAGE & SEWERAGE	SEE DIAG	PS 539467T	
E-4	DRAINAGE	SEE DIAG	PS 523452W	BRIMBANK CITY COUNCIL CITY WEST WATER LIMITED LOTS ON PS 523452W
E-4	SEWERAGE	SEE DIAG	PS 523452W	
E-4	DRAINAGE & SEWERAGE	SEE DIAG	PS 523452W	

**LR use only**

Statement of Compliance/Exemption Statement

Received

Date 30/05/06

**LR use only**

PLAN REGISTERED

TIME 12:01 P. M.

DATE 1 / 06 / 06

Assistant Registrar of Titles

**BRIMBANK GARDENS STAGE 17B**  
**45 LOTS & BALANCE LOT F**

**Bosco Jonson Pty Ltd**  
A.B.N 95 282 532 642  
P.O. Box 243, South Melbourne, Vic 3205  
71 Palmerston Crescent South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE ..... DATE 24/01/06

REF 2801173 24/01/06 VERSION E  
DWG 280117BE

Sheet 1 of 6 sheets

DATE 2 / 02 / 06

COUNCIL DELEGATE SIGNATURE

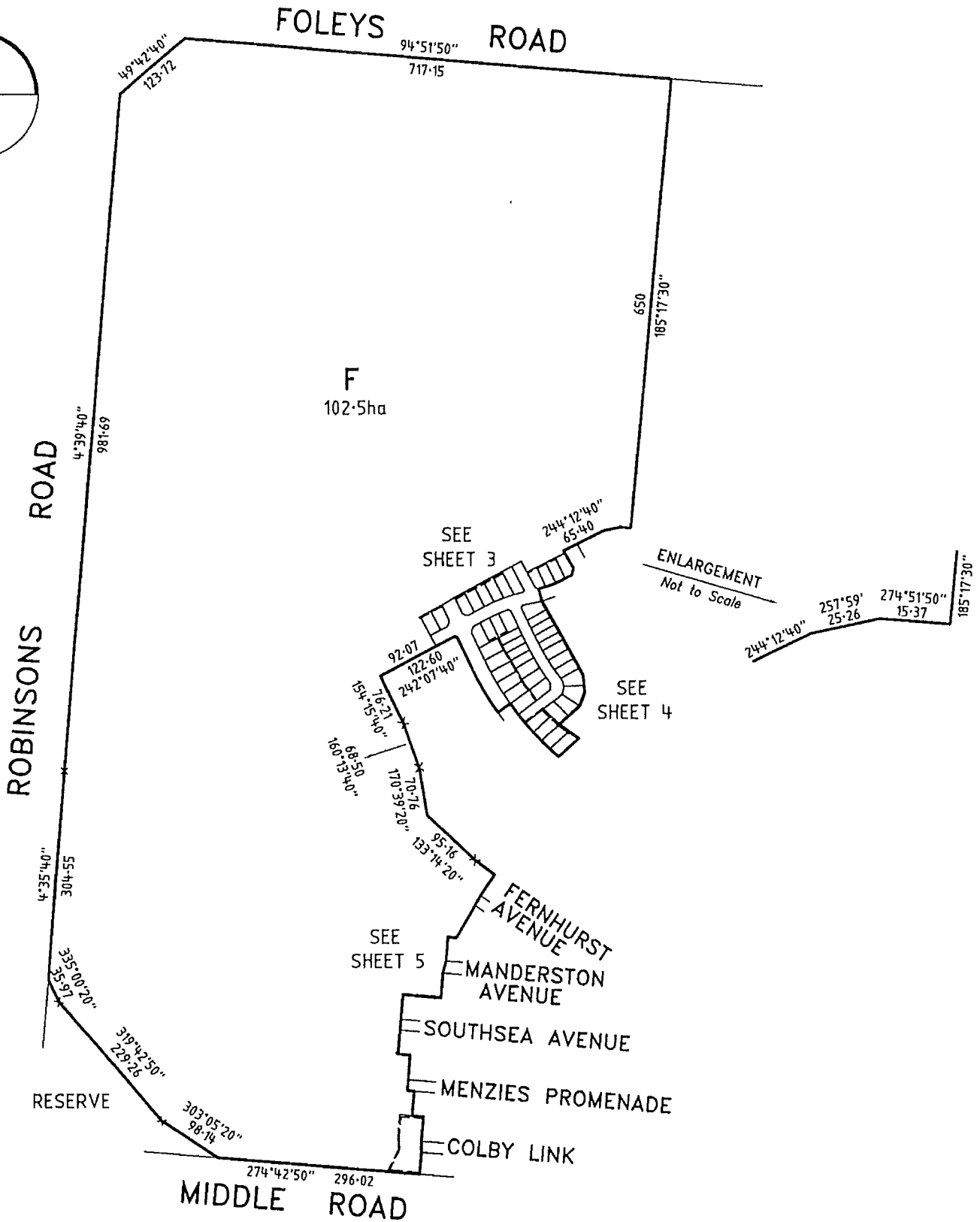
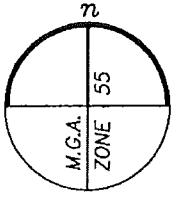
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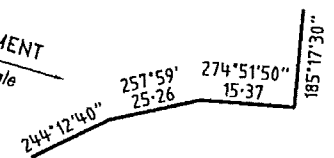
Stage No.

Plan Number

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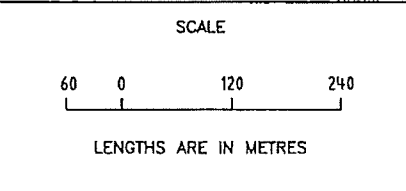


BRIMBANK GARDENS STAGE 17B

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 71 Palmerston Crescent South Melbourne  
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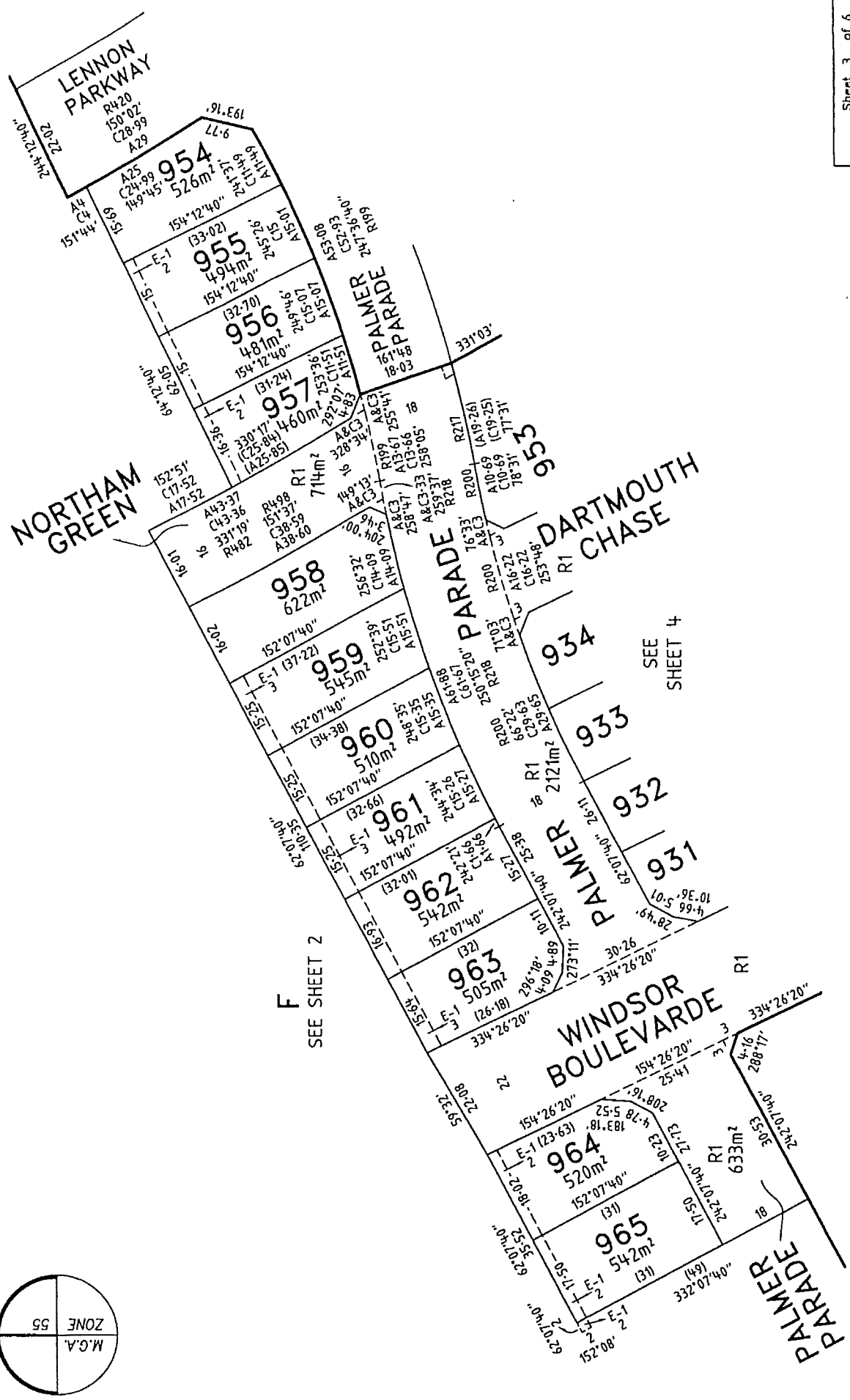
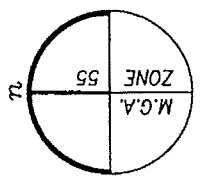
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Sheet 2 of 6 sheets  
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 COUNCIL DELEGATE SIGNATURE  
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Plan Number  
**PS 539473Y**

Stage No. \_\_\_\_\_

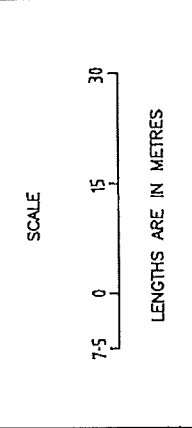
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**BRIMBANK GARDENS STAGE 17B**

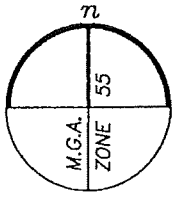
**Bosco Jonson Pty Ltd**  
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 Vic 3205 Australia DX 20524 Emerald Hill  
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PLAN OF SUBDIVISION

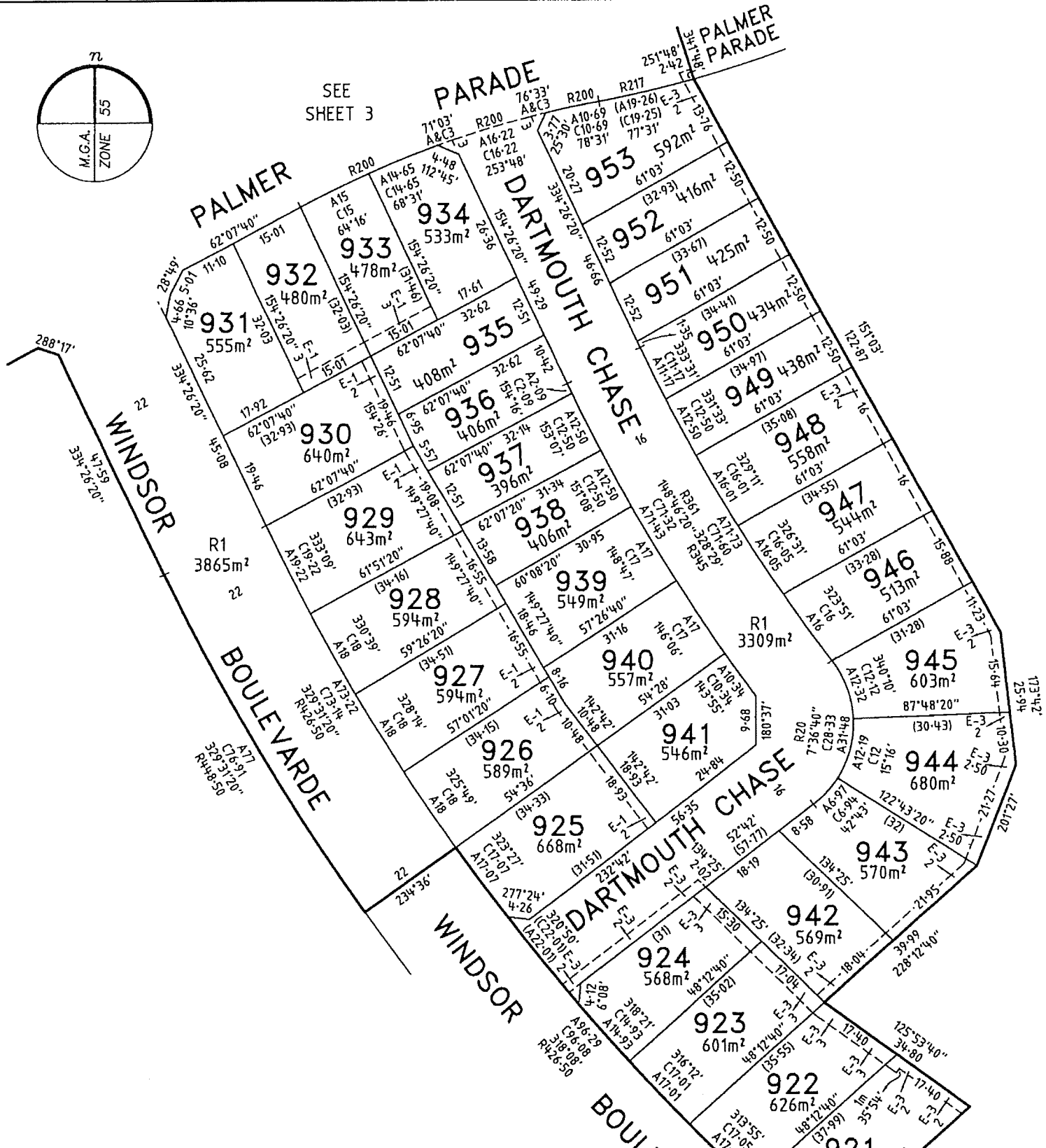
Stage No.

Plan Number

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SEE SHEET 3



BRIMBANK GARDENS STAGE 17B

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LENGTHS ARE IN METRES

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Sheet 4 of 6 sheets

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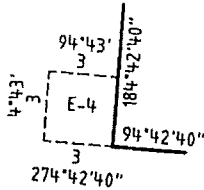
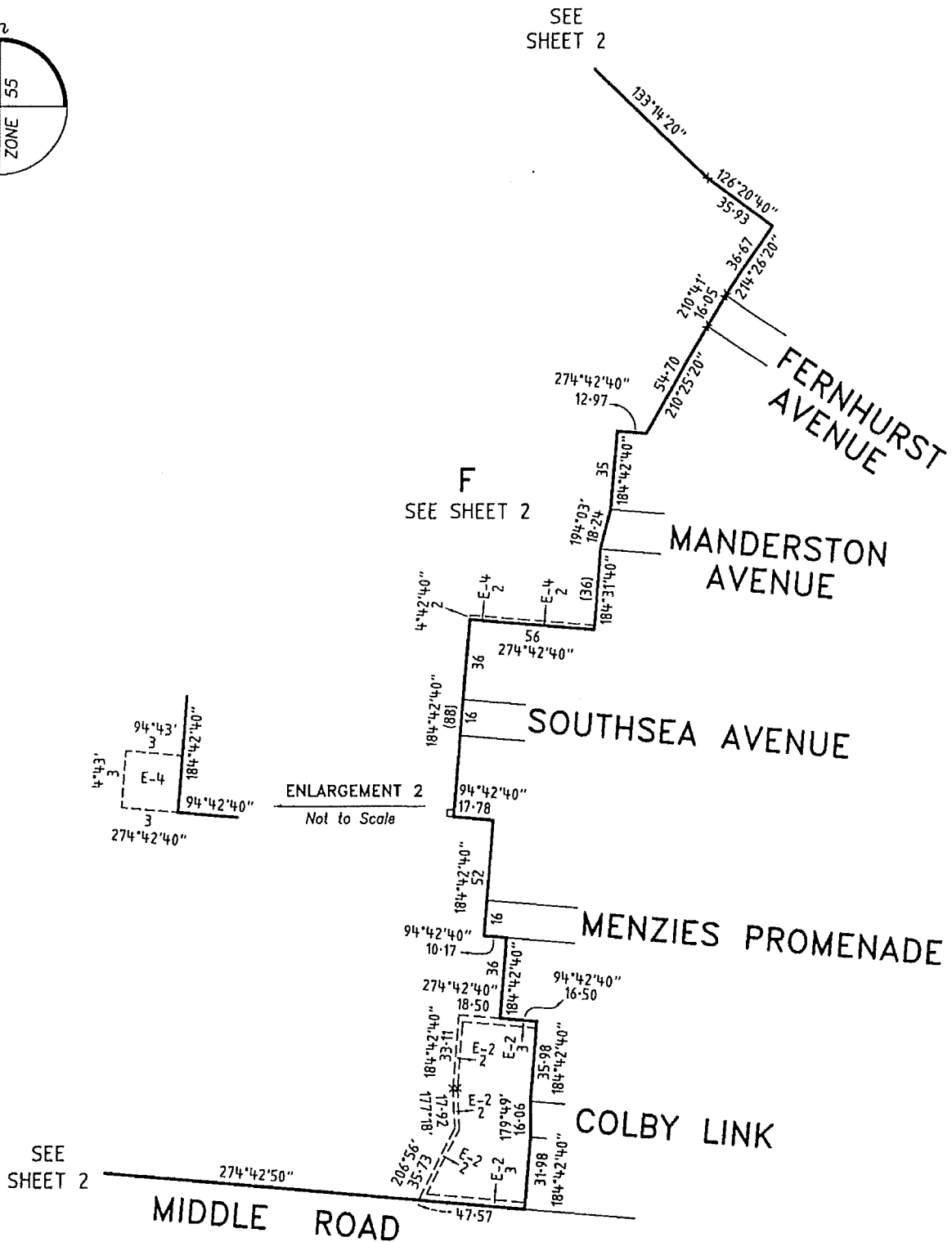
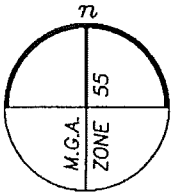
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PLAN OF SUBDIVISION

Stage No.

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BRIMBANK GARDENS STAGE 17B

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DATE / /

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CREATION OF RESTRICTION

Upon registration of this plan the following restriction is created:

LAND TO BENEFIT: Lots 921 to 965 (both inclusive)

LAND TO BE BURDENED: Lots 921 to 931 (both inclusive) and lots 963 to 965 (both inclusive)

DESCRIPTION OF RESTRICTION:

No dwelling shall be constructed on each of lots 921 to 931 (both inclusive) and lots 963 to 965 (both inclusive) where the specified floor level is less than that prescribed in the table hereunder related to the Australian Height Datum.

TABLE

Lot 921	48.36 metres AHD
Lot 922	48.50 metres AHD
Lot 923	48.65 metres AHD
Lot 924	48.73 metres AHD
Lot 925	49.13 metres AHD
Lot 926	49.23 metres AHD
Lot 927	49.32 metres AHD
Lot 928	49.42 metres AHD
Lot 929	49.52 metres AHD
Lot 930	49.61 metres AHD
Lot 931	49.77 metres AHD
Lot 963	50.15 metres AHD
Lot 964	50.14 metres AHD
Lot 965	49.87 metres AHD

BRIMBANK GARDENS STAGE 17B

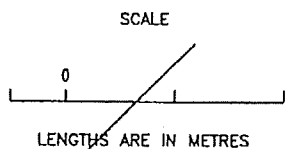
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 DWG 280117BE

DATE / /

COUNCIL DELEGATE SIGNATURE

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## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 06 May 2021 04:52 PM

**Address:** 20 DARTMOUTH CHASE DERRIMUT 3026

**Lot and Plan Number:** Lot 950 PS539473

**Standard Parcel Identifier (SPI):** 950\PS539473

**Local Government (Council):** BRIMBANK **Council Property Number:** 1000637

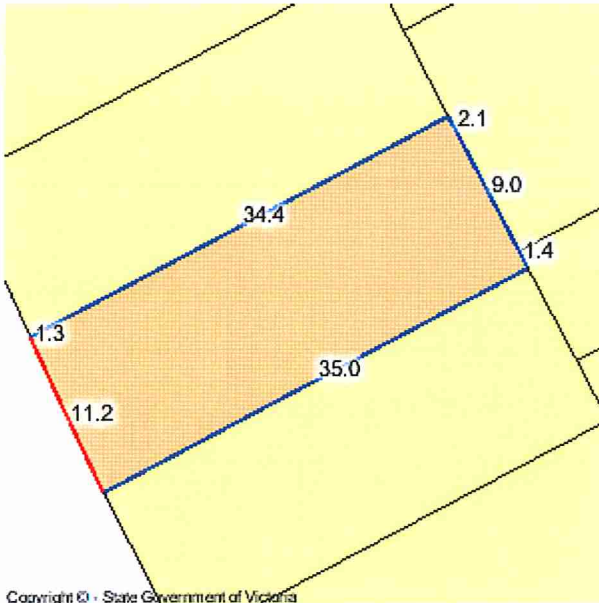
**Directory Reference:** Melway 39 B1

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

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

### Site Dimensions

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



**Area:** 433 sq. m

**Perimeter:** 94 m

For this property:

— Site boundaries

— Road frontages

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

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

### State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** KOROROIT

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

**Power Distributor:** POWERCOR ([Information about choosing an electricity retailer](#))

Planning information continued on next page



## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

Planning scheme data last updated on 5 May 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map





## Roads Certificate

### **PROPERTY DETAILS**

Property Address: 20 Dartmouth Chase DERRIMUT VIC 3026

Title Particulars: Vol 10946 Fol 193

Vendor: NATALIE NICESKI , CVETKO NICESKI

Purchaser: N/A

Certificate No: 67946510

Date: 10/05/2021

Matter Ref: 8623

Client: Calder Conveyancing

### **MUNICIPALITY**

BRIMBANK

### **ADVICE OF APPROVED VICROADS PROPOSALS**

VICROADS HAS NO APPROVED PROPOSAL 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.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.



**LAND INFORMATION CERTIFICATE**

Section 229 Local Government Act, 1989.

T 9249 4000  
W brimbank.vic.gov.au

PO BOX 70  
Sunshine, Victoria 3020

**Rates and Charges for period 1 July 2020 to 30 June 2021.**

Your Reference: 67946510:103413636  
Assessment Number: 1000637

Certificate Number: 96730  
Issue date: 07/05/2021

**APPLICANT:**

SAI GLOBAL PROPERTY DIVISION PTY LTD  
LEVEL 3  
355 SPENCER STREET  
WEST MELBOURNE VIC 3003

**PROPERTY LOCATION: 20 DARTMOUTH CHASE DERRIMUT 3026**

Title: LOT: 950 PLN: 539473  
Volume No:  
Folio No.  
Ward: Harvester

Capital Improved Value: \$520,000  
Net Annual Value: \$26,000  
Site Value: \$340,000  
Effective Date: 1/07/2020  
Base Date: 01/01/2020

**RATES CHARGES AND OTHER MONIES:**

Residential Date Levied 21/08/2020	\$1,045.20
Municipal Charge Date Levied 21/08/2020	\$76.48
140ltr Environmental Charge Date Levied 21/08/2020	\$389.11
Fire Service Levy Residential Charge Date Levied 21/08/2020	\$113.00
Fire Service Levy Residential Rate Date Levied 21/08/2020	\$28.08
Rate Arrears to 30/06/2020:	\$5,018.48
Interest to 07/05/2021:	\$461.37
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
<b>Total Rates &amp; Charges Due:</b>	<b>\$7,131.72</b>
<b>Additional Monies Owed:</b>	
Debtor Balance Owing	
<b>Special Charge:</b>	
nil	nil
<b>TOTAL DUE:</b>	<b>\$7,131.72</b>

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 1000637  
Certificate Number: 96730



**Bill Code: 93948**  
**Reference No: 00001000637**  
**Amount: \$7,131.72**

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.  
**More info: [bpay.com.au](http://bpay.com.au)**

**ADDITIONAL INFORMATION:**

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

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, 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.  
Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

A handwritten signature in black ink, appearing to be 'C. Hill', written over a horizontal dashed line.

AUTHORISED OFFICER



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1251 4485 7129

DATE OF ISSUE - 7/05/2021

APPLICATION NO.

944235

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

67946510:103413638

SOURCE NO. 99905059310

**PROPERTY:** 20 DARTMOUTH CHASE DERRIMUT VIC 3026

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of two thousand six hundred and twenty five dollars and eighty eight cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	31/03/2021	78.24	78.24
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	79.02
WATER NETWORK CHARGE RESIDENTIAL	210.80	Quarterly	31/03/2021	158.10	158.10
SEWERAGE NETWORK CHARGE RESIDENTIAL	252.60	Quarterly	31/03/2021	189.45	189.45
<b>TOTAL</b>	<b>646.74</b>			<b>504.81</b>	<b>504.81</b>

Service charges owing to 30/06/2020	813.96
Service charges owing for this financial year	504.81
Volumetric charges owing to 4/03/2021.	1,165.18
Adjustments	0.00
<b>Current amount outstanding</b>	<b>2,483.95</b>
Plus remainder service charges to be billed	141.93
<b>BALANCE including unbilled service charges</b>	<b>2,625.88</b>

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1251 4485 7129



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1251 4485 7129

DATE OF ISSUE - 7/05/2021

APPLICATION NO.

944235

Please note the water meter on this property was last read on 4/03/2021.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 4/03/2021 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$1.45 per day
Sewerage Disposal Charge	\$0.28 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 4/03/2021 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of City West 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.





City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1251 4485 7129

DATE OF ISSUE - 7/05/2021

APPLICATION NO.

944235

## Information given pursuant to section 158 of the Water Act 1989

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST 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.

City West 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 City West Water prior to settlement for an update on these charges and remit payment to City West 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.

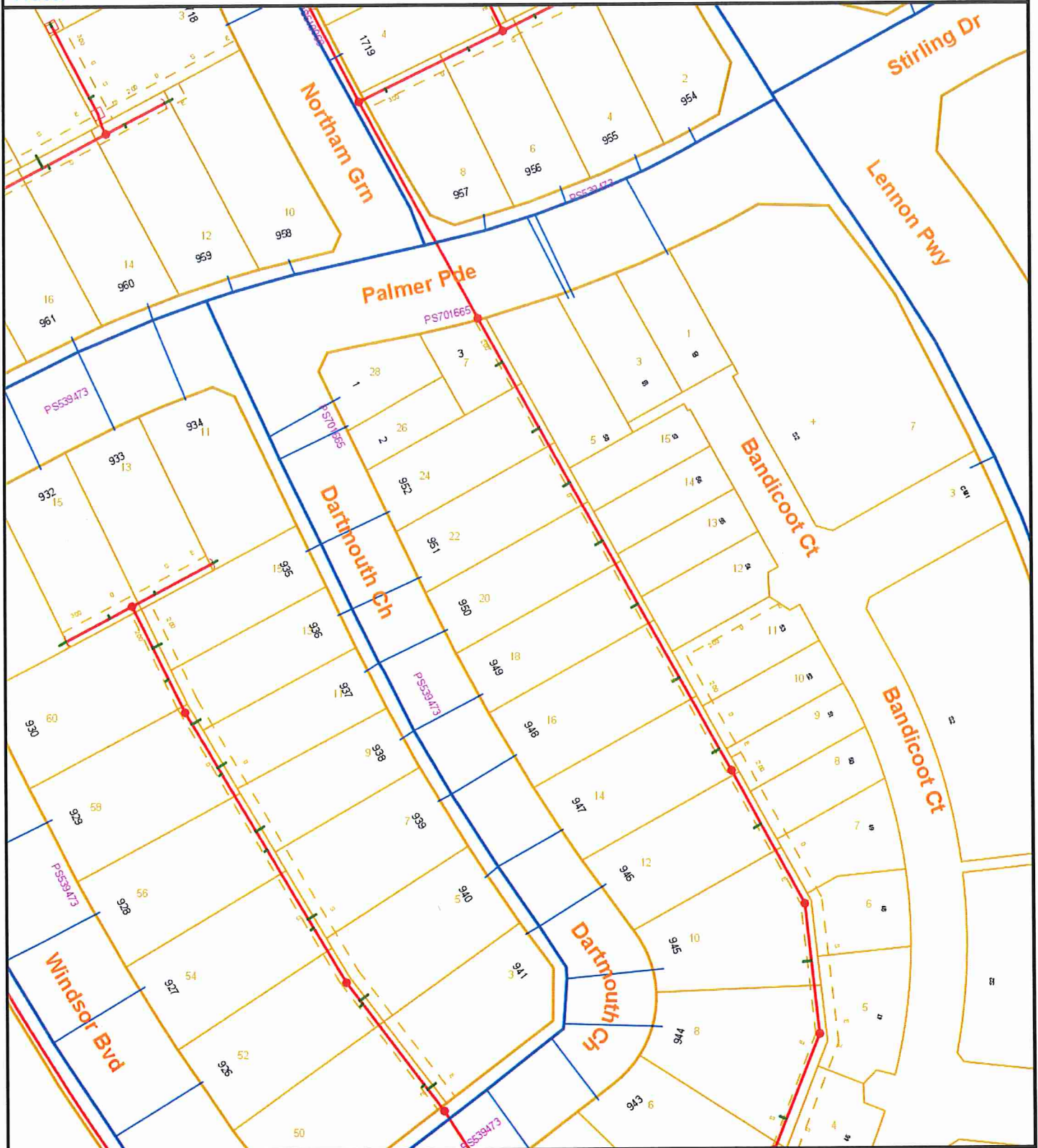


City West  
Water™

# Encumbrance Plan

## 20 DARTMOUTH CHASE DERRIMUT 3026

### Application No. 944235



#### LEGEND

	Circular Manhole		Recycled Water Main		MW SW	MW Sewer Main	
	Inspection Shaft		MW Channel			MW ASW	MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel				MW Water Main
	Abandoned Sewer Main		MW Natural Waterway				MW Abandoned Water Main
	Water Main		MW Underground Drain				MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain				MW Abandoned Manhole



Date: 07/05/2021

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# Property Clearance Certificate

Taxation Administration Act 1997



CALDER CONVEYANCING VIA SAI GLOBAL PROPERTY  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference: 67946510:103413637

Certificate No: 46987802

Issue Date: 07 MAY 2021

Enquiries: ESYSPROD

Land Address: 20 DARTMOUTH CHASE DERRIMUT VIC 3026

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33977822	950	539473	10946	193	\$0.00

Vendor: CVETKO NICESKI & NATALIE NICESKI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CVETKO NICESKI	2021	\$340,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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:	\$520,000
SITE VALUE:	\$340,000
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 46987802

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## 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 = \$455.00

Taxable Value = \$340,000

Calculated as \$275 plus ( \$340,000 - \$250,000) multiplied by 0.200 cents.

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## Property Clearance Certificate - Payment Options

<b>BPAY</b> 	Biller Code: 5249 Ref: 46987802
<b>Telephone &amp; Internet Banking - BPAY®</b>	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
<a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 46987802
<b>Visa or Mastercard</b>	
Pay via our website or phone 13 21 61. A card payment fee applies.	
<a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	