



Independent Conveyancing

Group Pty Ltd

VENDORS:

Syed Yawar Hussain Shah

CONTRACT OF SALE

PROPERTY:

46 Lewin Street DEER PARK VIC 3023

Ref: 3768

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 46 Lewin Street DEER PARK VIC 3023

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and
- * Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

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 you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 for sale and the day on which you become the registered proprietor.

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

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

Print name of person signing:

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

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

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

Print name of person signing **Syed Yawar Hussain Shah**

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.

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 mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor previously signed a similar contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Bells Real Estate 813A Ballarat Road DEER PARK VIC 3023

Tel: 9363 9888 Fax: 9363 6928 Ref: Email: deerpark@bellsrealestate.com.au

VENDOR

Syed Yawar Hussain Shah

Of

Tel: Fax: Ref: 3768 Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Independent Conveyancing Group Pty Ltd
of Suite 104, 21 Elgar Road, Derrimut3026

Tel: 03 8348 5126 Fax: 03 8348 5137 Ref: 3768 Email: independentconveyancing@gmail.com

PURCHASER

Of

Tel: Fax: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel: Fax: Ref: Email:

LAND (general condition 3 &9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
08568 / 170	127	PS013508

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

46 Lewin Street Deer Park Vic 3023

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

PAYMENT

Price

Deposit _____ by (of which _____ has been paid)

Balance \$ _____ payable at settlement
=====

GST (refer to general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appears 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

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

'SUBJECT TO LEASE'

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:

(only complete the one that applies. Check tenancy agreement/lease before completing details.

*residential tenancy agreement for a fixed term ending **5th January 2022**

Or

~~*periodic residential tenancy agreement determinable by notice~~

Or

~~*lease for a term ending.....with.....option to renew, each of..... years~~

TERMS CONTRACT

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 (refer to general condition 14)

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

1. Identity And Measurements

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

2. Planning

The property is sold subject to any restrictions as to the use under any permit, order, plan, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof.

3. Company Guarantee

If the Purchaser shall be or include a body corporate, the signatories to the Contract hereby personally guarantee the performance of the Contract and the observance of all the terms and conditions in the Contract and shall be jointly and severally liable for such performance and observance of all the terms and conditions. Further all the Directors of the body corporate agree to sign a persona guarantee in the form provided by the Vendor upon request.

4. Foreign Investment Review Board

- 4.1. The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the Purchaser to obtain consent to enter this contract.
- 4.2. If there is a breach of the warranty contained in clause 3.1 (whether intentional or not) the Purchaser must indemnify and compensate the vendor for any loss, damage or cost which the Vendor incurs as a result of the breach;
- 4.3. This warranty and indemnity do not merge on completion of this contract.

5. Goods And Services Tax

- 5.1 For the purposes of this Special Condition:
 - 5.1.1 'GST' means GST within the meaning of the GST Act;
 - 5.1.2 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999*;
 - 5.1.3 Expressions used in this special condition which are defined in the GST Act have the same meaning as given to them in the GST Act.
- 5.2
 - 5.2.1 The consideration payable for any taxable supply made under this contract represents the value of the taxable supply for which payment is to be made;
 - 5.2.2 Where a taxable supply is made under this contract for consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of the taxable supply.

6. Acknowledgements

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent a Statement pursuant to Section 32 of the Sale of Land Act 1962.

7. Deposit

- a. The said deposit shall be held in accordance with the provisions of Division 3 of the Sale of Land Act 1962 and on the Purchaser becoming entitled to a transfer or conveyance of the land the Purchaser will provide to the Vendor written acknowledgement to that effect.
- b. Any deposit money received by a Solicitor or Estate Agent shall be held as Stakeholder pursuant to Division 3 of the Sale of Land Act 1962.

8. Condition of Property and Compliance with Notices

The property and any chattels are sold in their present condition and subject to any defects. The Purchaser acknowledges that he or she has inspected the chattels, fittings and appliances forming part of this Contract and that he or she is aware of their condition and any deficiencies. The Purchaser shall not require the chattels to be in working order at the date of completion, nor shall they claim any compensation in relation thereto. This Contract shall not be avoided on the grounds that the chattels or any of them cannot be delivered to the Purchaser and the Purchaser's right in relation to any non-delivery of any chattels shall be limited to any claim the Purchaser may have, subject always to any essential or paramount special condition, for compensation or damages after the final settlement.

9. Services

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

- a. The nature, location availability or non-availability of any such installations, services and utilities;
- b. If any such service is a joint service with any other land or building;
- c. If any such service for any other property or building or any parts or connections therefore pass through the property;
- d. If any sewer or water main or connection passes through in or over the property;
- e. If there is a man hole or vent on the property; or
- f. If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

The Purchaser also acknowledges that it is his or her responsibility to check with the appropriate authorities as to the availability and the cost of connecting or re-connecting to the property any service her or she may require. Unless the Purchaser contacts the supply authorities and takes over any existing service, a final reading will be obtained (if relevant) and some services may be disconnected at settlement date. The Purchaser acknowledges that it will be his or her responsibility to pay all costs of and incidental to connection or re-connection to the land of all the services he or she may require.

10. Insurance

The property remains at the risk of the Vendor until final settlement; however, the Purchaser acknowledges that he or she has been advised to fully insure all the improvements on the property from the date the Contract becomes unconditional.



11. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

11.1 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.

11.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

11.3 Each party must:

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

11.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions' legislation.

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

11.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

11.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

11.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

11.9 The vendor must before settlement:

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

11.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

12. Transfer of Land – If matter will not proceed electronically

The Purchaser shall deliver to the Vendor a Transfer of Land not less than ten (10) days before settlement. The Vendor will not be obliged to complete this Contract until the expiration of 10 days from the receipt of the Transfer of Land. The Purchaser will be deemed to have made default in payment of the balance as from the settlement date where the Transfer of Land is not delivered in accordance with this Special Condition. An administration fee of \$150.00 will apply if such default occurs.

13. Certificates

The Purchaser agrees to provide a copy of all authority certificates including Council, Water, Land Tax and Owners Corporation (if applicable) obtained by them to complete any Statement of Adjustments to the Vendor’s representative. The Vendor or its representative will not be obliged to provide any cheque direction until this condition has been complied with.

14. Sale Proceeds

The Vendor authorizes Independent Conveyancing to specify and collect on behalf of the Vendor all proceeds due under this Contract of Sale in the manner specified by Independent Conveyancing with Independent Conveyancing producing any separate or other direction or authority from the Vendor. The Purchaser agrees to provide the proceeds in accordance with the written direction to Independent Conveyancing.

15. Number Of Cheques– If matter will not proceed electronically

The Vendor may request up to a maximum of eight (8) Bank cheques at settlement.

16. Settlement– If matter will not proceed electronically

Settlement shall be affected prior to 3:30 pm (Eastern Standard Time or Eastern Daylight-Saving Time) at the office of the Vendor’s representative or at any place nominated by the Vendor’s representative. Should the settlement not occur before the said time on or after the due date for the completion of the Contract, as a

result of the conduct of the Purchaser, his or her representative or their mortgagee or mortgagees, the Purchaser shall be deemed to be in default in the payment of the residue of the purchase money until the following business day.

Should Independent Conveyancing hold clear Certificate of Title on behalf of the Vendor, settlement shall take place at the office of Independent Conveyancing. If a CBD settlement attendance is required by the Purchaser's Legal Representative, a bank cheque made payable to 'Independent Conveyancing' for the amount of \$150.00 shall be applicable for the attendance of same.

17. Default

Should the Purchaser default in payment of any of the purchase monies herein then the Purchaser will pay penalty interest on such outstanding monies at the rate of fifteen percent (15%) from the date of such default until such time as the default is remedied. If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of the land. General Condition 26 does not apply to this Contract.

17.1 The Purchaser acknowledges and agrees:-

- a. that if the Purchaser fails to complete the purchase of the property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses;
- b. the Vendor shall not in any circumstances be liable for any damages, costs or interest whatsoever and howsoever arising; and
- c. to pay the sum of \$550.00 (inclusive of GST) to the Vendor's representative being the costs of each default. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under the Contract or otherwise.

17.2 The Purchaser in addition to the interest chargeable under this Contract shall pay to the Vendor on demand for:-

- a. interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement; and
- b. costs and expenses as between conveyancer and client;
- c. accommodation expenses necessarily incurred by the Vendor;
- d. A fee for rescheduling settlement from the due date to such alternative date thereafter set at \$150.00 for each and every rescheduled settlement date. Such additional amounts must be paid on the said rescheduled settlement date.
- e. A fee for re-attending settlement from the due date to such alternative date thereafter set at \$150.00 for each and every re-attendance of settlement. Such additional amounts must be paid on the said rescheduled settlement date.

18. Notice to the Purchaser— Residential premises or potential residential land - GST Withholding in accordance with Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth)

Please mark one box only:

The Purchaser is **not required** to withhold GST at settlement as the Property is an existing residential premises or commercial premises.

The Purchaser **is required** to withhold GST at settlement as the property is:

- (i) A new residential premises; or
- (ii) A potential residential land included on a property subdivision plan.

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST ACT;

(a) Seller's notice

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the seller hereby gives notice under s 14-255 that the buyer is not required to make a GST withholding payment under s 14-250 for the reason for the reason indicated in the table; otherwise
- (ii) The seller shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

- (b) Amount to be withheld by the buyer
 - (i) Where the margin scheme applied 7% of the purchase price; otherwise
 - (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration)
- (c) Buyer to notify Australian Taxation Office
The buyer must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (d) Buyer to remit withheld amount
 - (i) If settlement is conducted through an electronic conveyancing platform, the buyer must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
 - (ii) The buyer must give the seller on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The seller must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (e) Seller to indemnify buyer
In the event that the buyer is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the seller indemnifies the buyer for such additional amount.

19. Solar Panels (if Applicable)

If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:

- (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
- (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels;
- (c) the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's 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.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the [Personal Property Securities Act 2009 \(Cth\)](#) applies.
- 7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted—
if the security interest is registered in the Personal Property Securities Register.

- 7.3** The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4** The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
(a) is not described by serial number in the Personal Property Securities Register; and
(b) is predominantly used for personal, domestic or household purposes; and
(c) 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.
- 7.5** A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6** If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7** In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8** The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9** If the purchaser does not provide an advice under general condition 7.8, 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.
- 7.10** If settlement is delayed under general condition 7.9, the purchaser must pay the vendor—
(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
(b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.11** Words and phrases used in general condition 7 which are defined in the [Personal Property Securities Act 2009 \(Cth\)](#) have the same meaning in general condition 7.

8. Builder warranty insurance

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

9. General law land

- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
(a) 21 days have elapsed since the day of sale; and
(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
(b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

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

- 10.2 The vendor's obligations under this general condition continue after settlement.
10.3 Settlement must be conducted between the hours of 10.00 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 or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
- (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 adjustment 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 post is taken to have been served on the next business day after posting, unless proved otherwise.
17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner
17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional purchaser, 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 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 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.

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

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Syed Yawar Hussain Shah
Property:	46 Lewin Street DEER PARK VIC 3023 Volume 08568 Folio 170

VENDORS REPRESENTATIVE
Independent Conveyancing Group Pty Ltd

PO Box 1251
ST ALBANS VIC 3021

Tel: 03 8348 5126
Fax: 03 8348 5137
Email: independentconveyancing@gmail.com

Ref: 3768

SECTION 32 STATEMENT
46 LEWIN STREET DEER PARK VIC 3023

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

Warning to the Purchaser: You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the land.

You may be liable to pay a growth areas infrastructure contribution when you purchase the property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption form, or reduction of, the whole part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempt from a growth areas infrastructure contribution in certain situations. It is in your best interest to obtain advice as to any potential liability before you commit yourself to buy.

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Brimbank City Council	See attached	Per annum
City West Water	See attached	Per annum

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:- None to the vendors knowledge

Their total does not exceed \$4,500.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

SECTION 32 STATEMENT
46 LEWIN STREET DEER PARK VIC 3023

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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 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.

(b) BUSHFIRE

This land is not in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Brimbank Planning Scheme
Responsible Authority: Brimbank City Council
Zoning: GRZ General Residential Zone
Planning Overlay/s: DCPO - Development Contributions Plan Overlay OR See attached certificate

32D NOTICES

- (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 land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

SECTION 32 STATEMENT
46 LEWIN STREET DEER PARK VIC 3023

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

(2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):

- any certificate of release from liability to pay;
- any certificate of deferral of the liability to pay;
- any certificate of exemption from the liability to pay;
- any certificate of staged payment approval;
- any certificate of no GAIC liability;
- any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;
- any notice given under that Part providing evidence of an exemption of the liability to pay;

OR

- a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

SECTION 32 STATEMENT
46 LEWIN STREET DEER PARK VIC 3023

32I TITLE

Attached are 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/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s 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 Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing 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) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (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.

32J SWIMMING POOLS AND SMOKE ALARMS

In the event that an unfenced swimming pool, spa or other body of water on the land herein described, that is required to be fenced or otherwise protected, the Purchaser will be required at his or her expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water.

Further, the Purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 within 30 days after the completion of any Contract of Sale.

The Purchaser acknowledges that any price negotiated is on the basis that the Purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist
- Additional Statement (including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*) regarding **Undischarged Mortgages** (Section 32A(a))

SECTION 32 STATEMENT
46 LEWIN STREET DEER PARK VIC 3023

DATE OF THIS STATEMENT

[] / [] /20 []

Name of the Vendor

Syed Yawar Hussain Shah

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

[] / [] /20 []

Name of the Purchaser

[]

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

UNDISCHARGED MORTGAGES – S32A(a)

Where the property is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the Sale of Land Act 1962 (Vic) (sub-Section 32(2)(a)).

TERMS CONTRACTS - S32A(d)

Where the property is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(f)).

Register Search Statement - Volume 8568 Folio 170

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

VOLUME 08568 FOLIO 170

Security no : 124090466903N
Produced 10/06/2021 11:52 AM

LAND DESCRIPTION

Lot 127 on Plan of Subdivision 013508.

PARENT TITLES :

Volume 06582 Folio 353 to Volume 06582 Folio 354
Created by instrument C201386 02/08/1965

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SYED YAWAR HUSSAIN SHAH of 46 LEWIN STREET DEER PARK VIC 3023
AK466005F 16/07/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS005149K 14/03/2019
COMMONWEALTH BANK OF AUSTRALIA

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP013508 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: 46 LEWIN STREET DEER PARK VIC 3023

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 14/03/2019

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 10/06/2021, for Order Number 68586287. Your reference: 3768.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 10/06/2021 11:52:25 AM

Status	Registered	Dealing Number	AS005149K
Date and Time Lodged	14/03/2019 01:06:07 PM		

Lodger Details

Lodger Code	15940N
Name	CBA - COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	90205745278

MORTGAGE

Jurisdiction	VICTORIA
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Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

8568/170

Mortgagor

Given Name(s)	SYED YAWAR HUSSAIN
Family Name	SHAH

Mortgagee

Name	COMMONWEALTH BANK OF AUSTRALIA
ACN	123123124
Australian Credit Licence	234945
Address	
Floor Type	GROUND
Unit Type	TOWER
Unit Number	1
Street Number	201
Street Name	SUSSEX
Street Type	STREET
Locality	SYDNEY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

State NSW
Postcode 2000

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

Terms and Conditions of this Mortgage

(a) Document Reference AA1754
(b) Additional terms and conditions

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

Mortgagee Execution

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

Executed on behalf	COMMONWEALTH BANK OF AUSTRALIA
of	
Signer Name	NAZREEN MUDALIAR
Signer Organisation	CBA - COMMONWEALTH BANK OF AUSTRALIA
Signer Role	AUTHORISED SIGNATORY
Execution Date	28 FEBRUARY 2019

File Notes:

NIL

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

Statement End.

PLAN OF SUBDIVISION
 OF CROWN PORTION 2
 SECTION 21
PARISH OF DERRIMUT
 COUNTY OF BOURKE
 VOL. 1144 FOL. 756

LP 13508

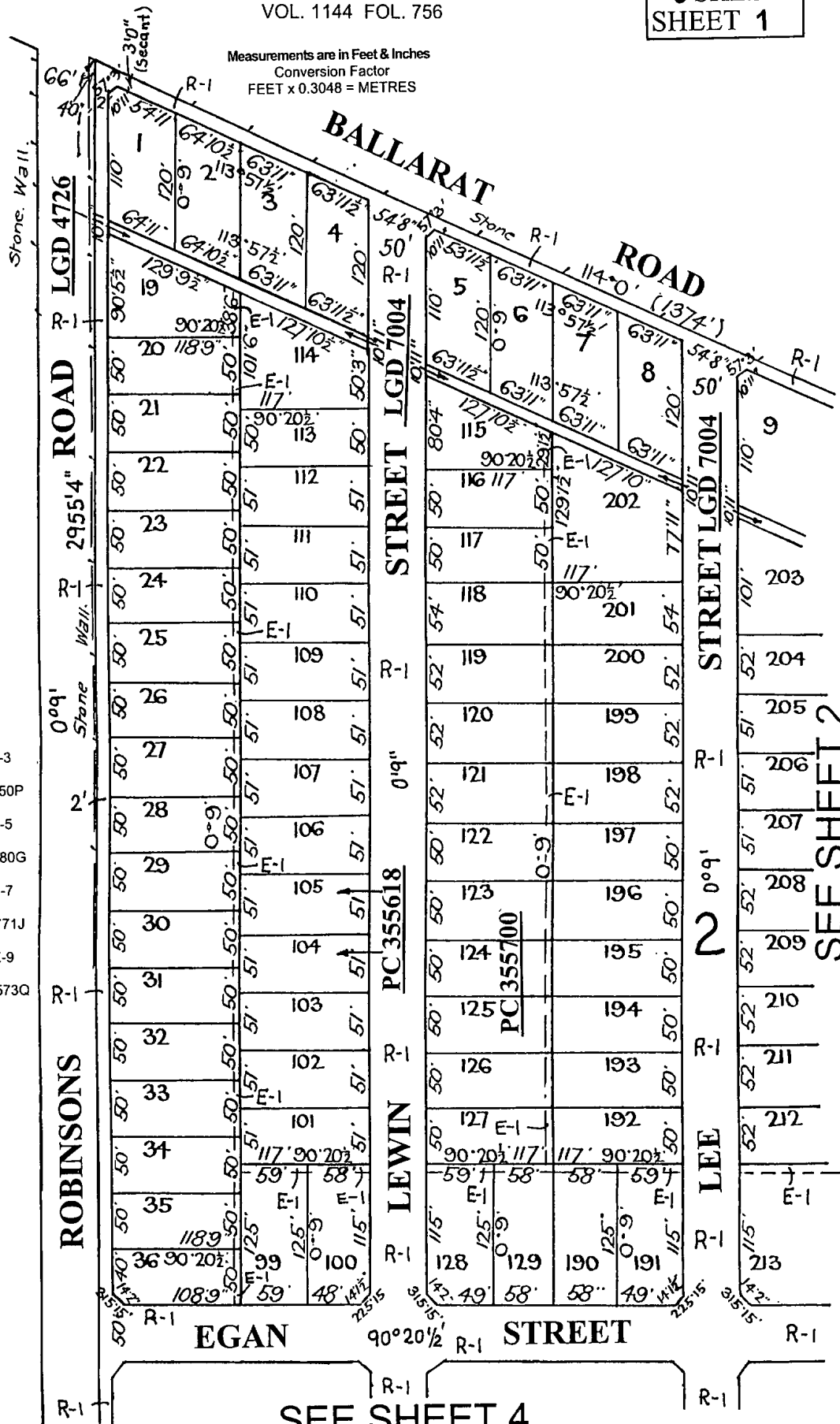
EDITION 9

PLAN MAY BE LODGED
 28-4-1931

6 SHEETS
SHEET 1



Measurements are in Feet & Inches
 Conversion Factor
 FEET x 0.3048 = METRES



COLOUR CODE

E-1, E-3, E-4, E-6 & E-9 = BLUE
 R-1 = BROWN

APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE AND IS 6 FEET

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

ENCUMBRANCES

AS TO THE LAND MARKED E-2 & E-3 THE EASEMENT TO M.M.B.W CREATED BY INSTRUMENT N480150P

AS TO THE LAND MARKED E-4 & E-5 THE EASEMENT TO M.M.B.W CREATED BY INSTRUMENT N355980G

AS TO THE LAND MARKED E-6 & E-7 THE EASEMENT TO M.M.B.W CREATED BY INSTRUMENT M864771J

AS TO THE LAND MARKED E-8 & E-9 THE EASEMENT TO M.M.B.W CREATED BY INSTRUMENT M927573Q

NOTES:

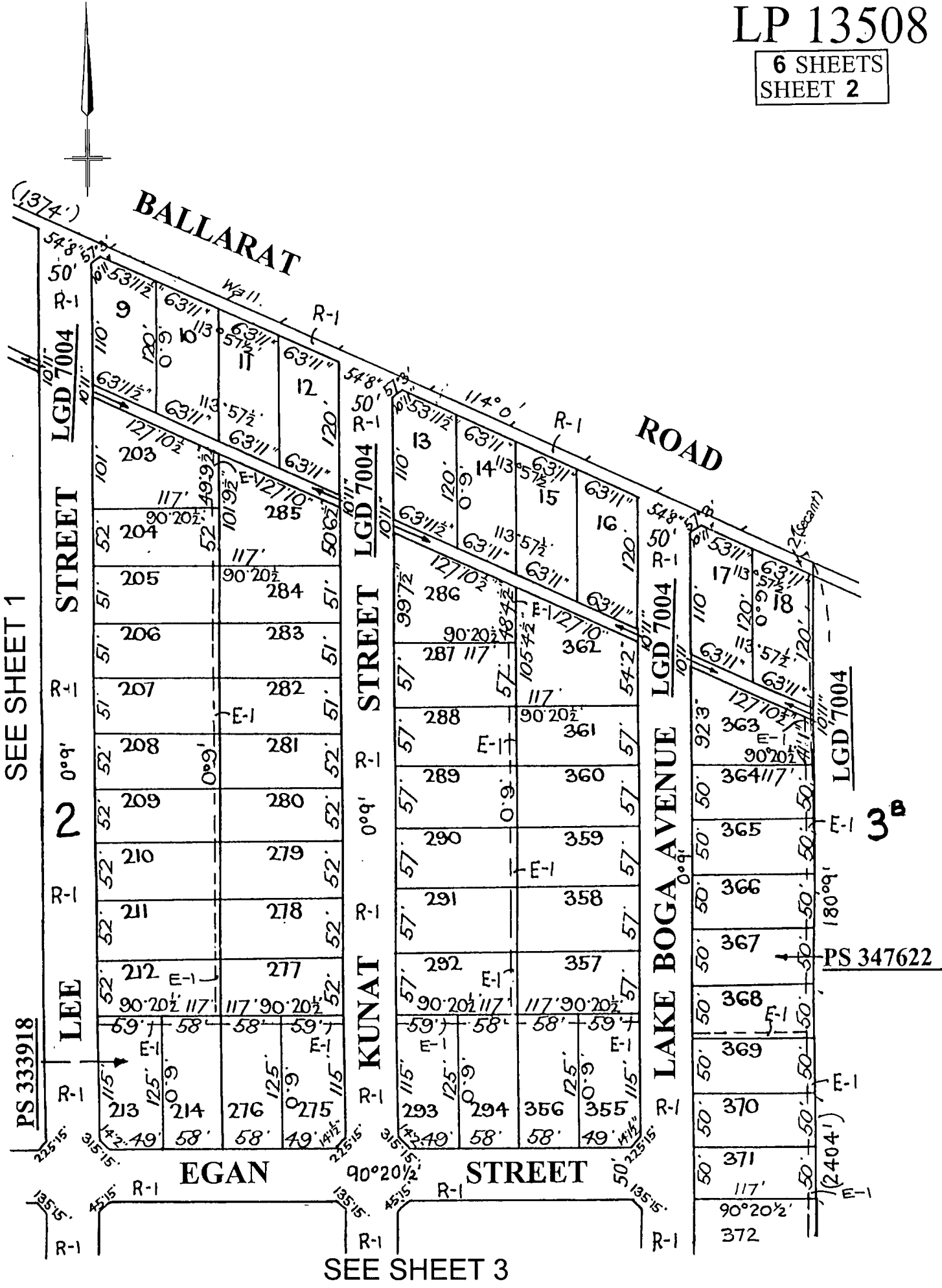
THE DISTANCE FROM THE INTERSECTION OF STREET ALIGNMENT TO SPLOYED CORNERS IS 10 FEET EACH WAY

SEE SHEET 2

SEE SHEET 4

LP 13508

6 SHEETS
SHEET 2



SEE SHEET 1

2

3^B

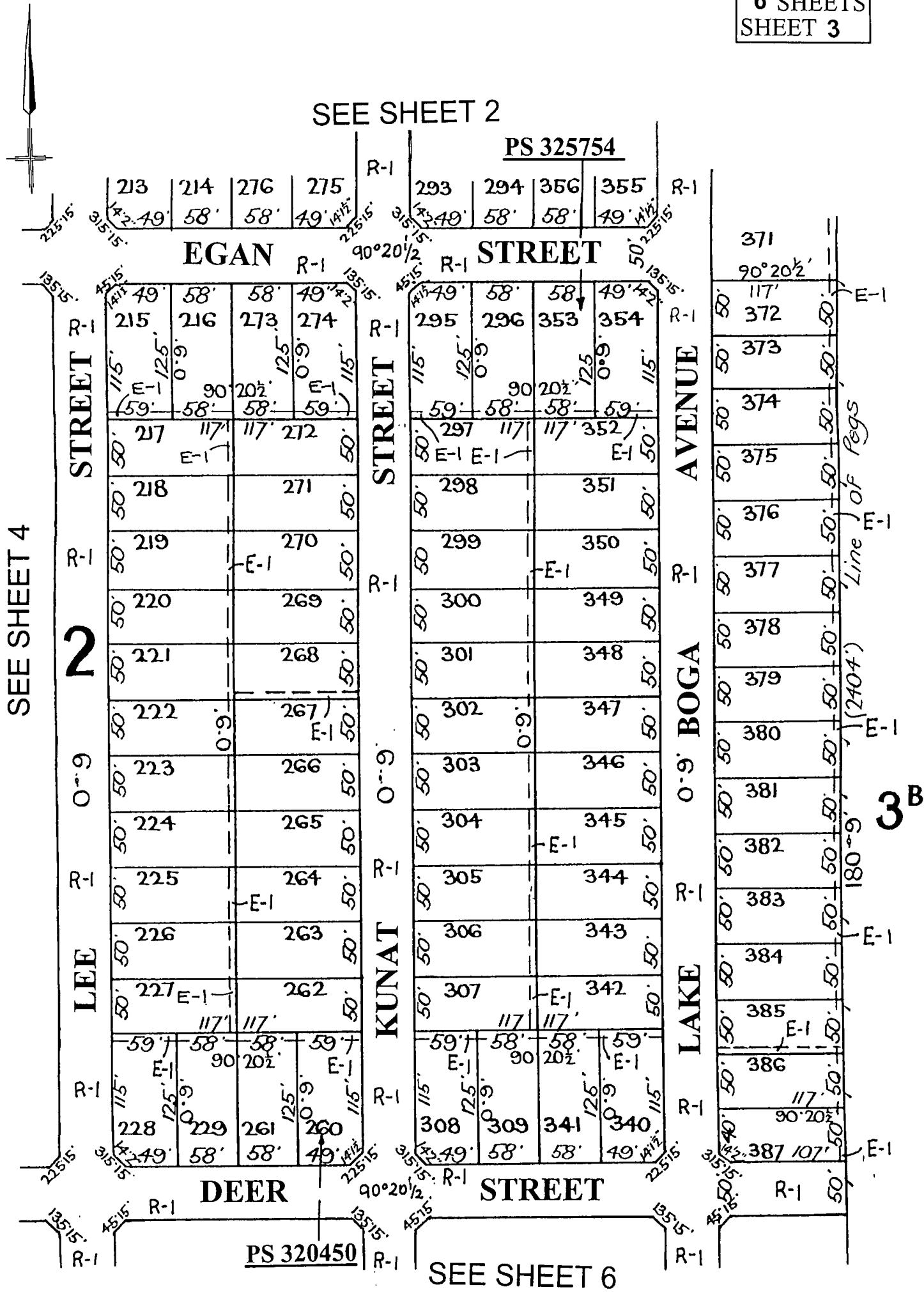
SEE SHEET 3

LP 13508

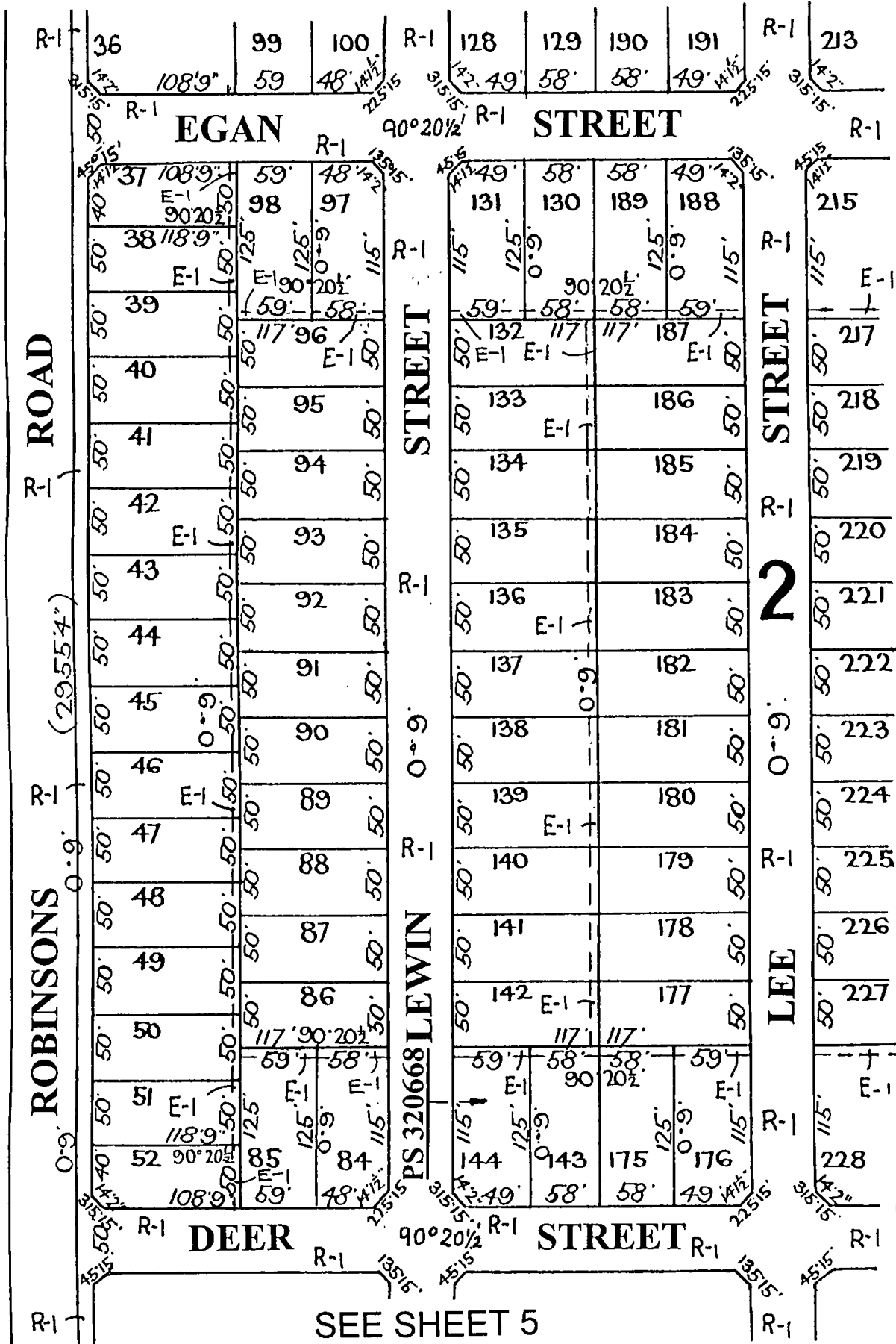
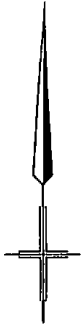
6 SHEETS
SHEET 3

SEE SHEET 2

PS 325754



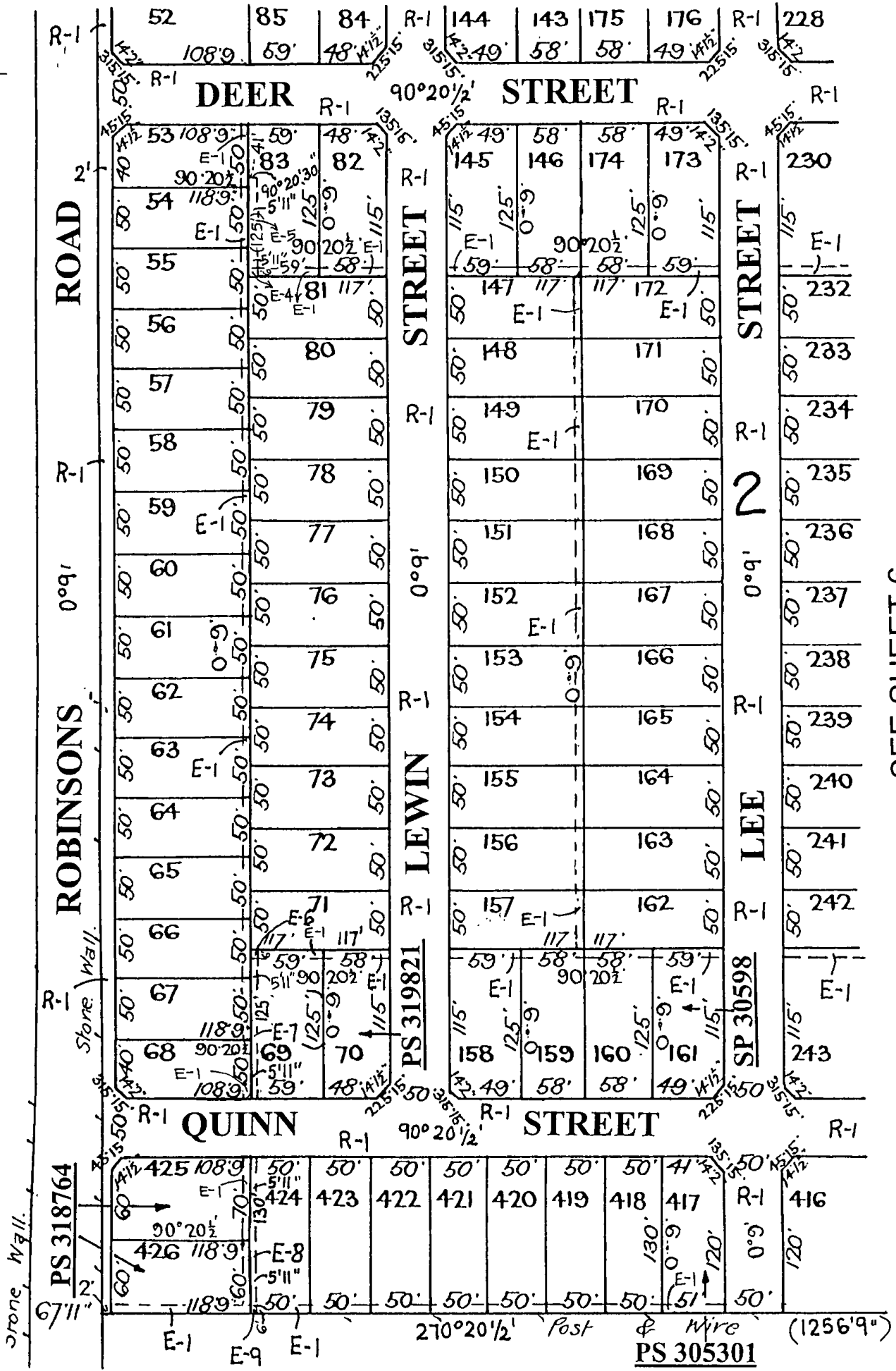
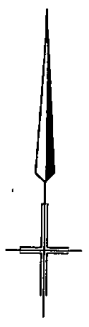
SEE SHEET 1



SEE SHEET 3

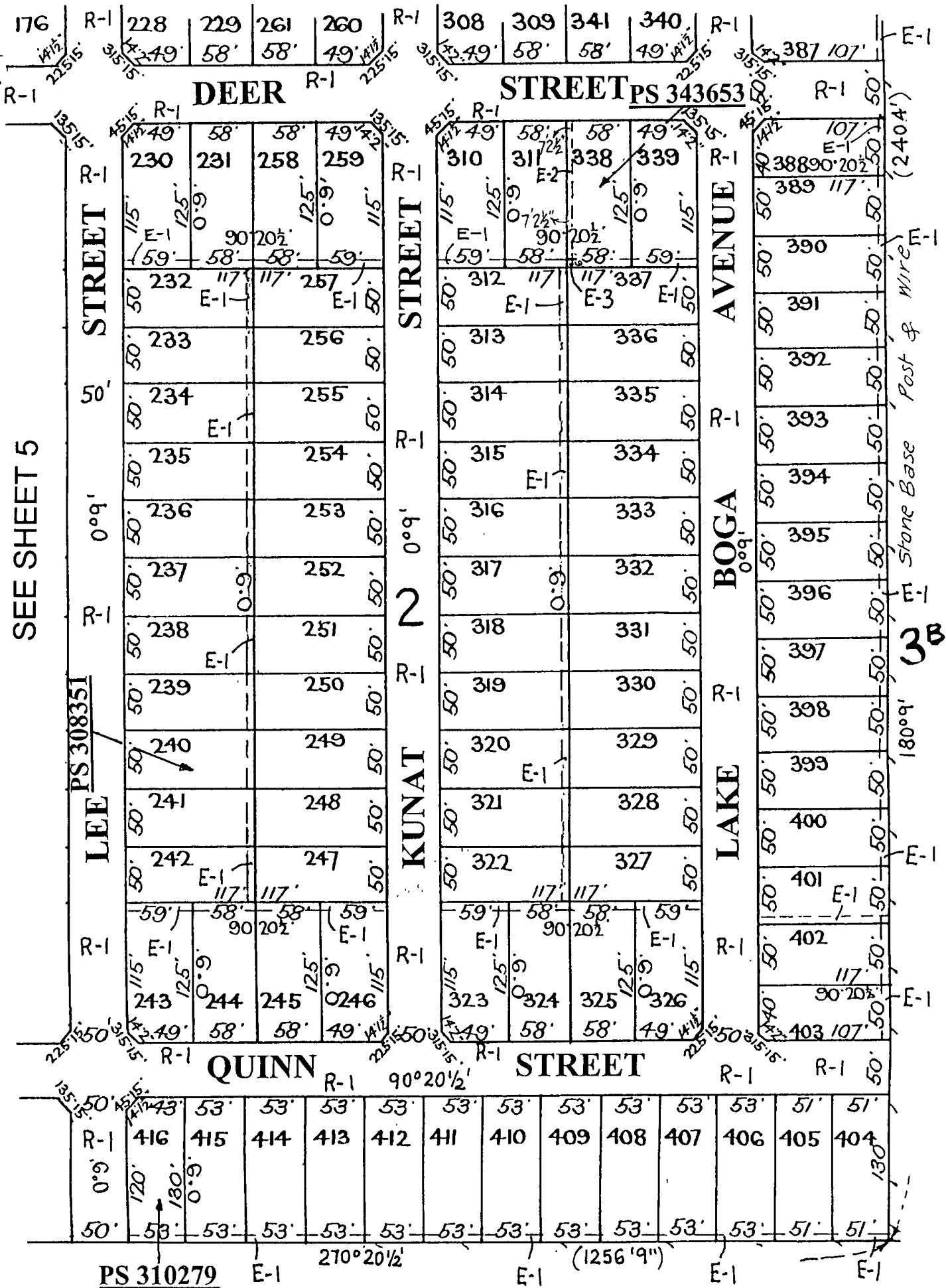
SEE SHEET 5

SEE SHEET 4



SEE SHEET 6

SEE SHEET 3



PLAN NUMBER
LP 13508

MODIFICATION TABLE
RECORD OF ALL ADDITIONS OR CHANGES
TO THE PLAN

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME REGISTERED & RECORDED		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
LOTS 104+105	CONSOLIDATION	PC 355618			3	<i>John Marshall</i>
LOT 83	CREATION OF EASEMENT	N 355980G			4	<i>John Marshall</i>
LOT 69	CREATION OF EASEMENT	M 864771J			4	<i>John Marshall</i>
LOT 424	CREATION OF EASEMENT	M 927573Q			4	<i>John Marshall</i>
LOTS 92, 136, 183 221, 301 & 348	REMOVAL OF EASEMENTS	APPL 721564 Sec 7.3 } APPL 721544 Sec 7.3 } APPL 721554 Sec 7.3 } APPL 721554 Sec 7.3 } APPL 721554 Sec 7.3 } APPL 721573 Sec 7.3 } REGISTERED	9.3-94		5	<i>R.P.</i>
LOT 353	SUBDIVISION	PS 325754			6	<i>R.P.</i>
LOT 213	SUBDIVISION	PS 333918			7	<i>R.P.</i>
338	SUBDIVISION	PS 343653			8	<i>R.P.</i>
LOT 367	SUBDIVISION	P S 347622			9	<i>R.P.</i>

PLAN NUMBER

LP13508

MODIFICATION TABLE
 RECORD OF ALL ADDITIONS OR CHANGES
 TO THE PLAN

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME ENTERED		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
	ROAD CLOSED	L.G.D. 4726			2	
	ROAD CLOSED	L.G.D. 7004			2	
LOT 70	SUBDIVISION	PS319821			2	
LOT 123 TO 125	CONSOLIDATION	PC355700			2	
LOT 144	SUBDIVISION	PS320668			2	
LOT 161	SUBDIVISION	SP30598			2	
LOT 199 TO 200	CONSOLIDATION	PC352456			2	
LOT 240	SUBDIVISION	PS308351			2	
LOT 260	SUBDIVISION	PS320450			2	
LOT 416	SUBDIVISION	PS310279			2	
LOT 417	SUBDIVISION	PS305301			2	
LOT 425 & 426	SUBDIVISION	PS318764			2	
LOT 338	CREATION OF EASEMENT	N480150P			2	

RESIDENTIAL TENANCY AGREEMENT
Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

This Agreement is made on the **6th January 2021**

BETWEEN (LANDLORD)
Whose Agent is

Yawar Shah
Bells Real Estate
813a Ballarat Road, Deer Park 3023
03 9363 9888

AND (TENANT/S)

William Eli gbeti & Sheitu Ali
2 Taunton Street, Sunshine

1. Premises

The LANDLORD lets the premises known as **46 Lewin Street, Deer Park 3023**

2. Rent

The rent is **\$1690.00** per calendar month, payable on the **6th day of each calendar month, commencing 6/1/2021**

3. Bond

The TENANT must pay a Bond of **\$1690.00** to the Landlord/Agent on **6/1/2021**

In accordance with the Residential Tenancies Act 1997, the Landlord must lodge the Bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days of receiving the Bond.
If the Tenant does not receive a Bond Receipt from the RTBA within 15 business days of paying the Bond, the Tenant should contact the RTBA on 1300 137 164

4. Period

The period of the Agreement is **12 Months**
Commencing on the **6th January 2021** and expiring on **5th January 2022**

5. Condition of Premises

The LANDLORD must –

- (a) ensure that the premises are maintained in good repair, and
- (b) if the Landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the Premises.

- (a) the TENANT must ensure that care is taken to avoid damaging the premises and any common areas.
- (b) the TENANT who becomes aware of damage to the premises must notify the LANDLORD/AGENT of any damage to the premises as soon as practicable.

7. Cleanliness of the Premises

- (a) the LANDLORD must ensure that the premises are in a reasonably clean condition on the day it is agreed that the TENANT is to enter into occupation of the premises.
- (b) the TENANT must keep the premises in a reasonably clean condition during the period of this Agreement.

8. Use of Premises

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. Quiet Enjoyment

the LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

Tenant(s) Initials WEG / SA

10. Assignment or Sub-letting

- (a) the TENANT must not assign or sub-let the whole or any part of the premises without written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) the LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

Each party must comply with the Residential Tenancies Act 1997

(NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties).

Additional Terms

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in the section. Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the **Australian Consumer Law (Victoria)**

In these additional terms, "I", "me" or "my" are used to describe the Landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** in these additional terms the word "writing" means all way of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an sms message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices of other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of sms message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or documents.

12. Installing goods, making alterations, additions or renovations at my premises

- 12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an sms message to ask me for permission for alterations, additions or renovations.
- 12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of cabling, fasteners, adhesives, plaster points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, sign, painting, tiling, paving, screenings, landscaping. This is not a complete list, I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 online at the Parliament of Victoria website <http://www.parliament.vic.gov.au> by going to "Legislation and Bills" then "Current Acts - Victoria Law Today" and following the prompts.)

13. Other Use of My Premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility Charges at My Premises

14.1 I am responsible for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. (You can read section 52, 53(1) and 54 of the Residential Tenancies Act 1997 online at the parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is damaged or disconnected because I am, or my managing agent or my contractor is, at fault, I will have the service reconnected or repaired at my cost

Tenant(s) Initials KREG / SA

14.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, you are or a person you have on my premises is, at fault, you must have the service re-connected or repaired at your cost

14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. Insurances for My Premises

15.1 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

15.2 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light Globes and Fluorescent Tubes at My Premises

16.1 You must replace all damaged, defective or broken light globes, spotlights, and/or fluorescent tubes (including starters) at my premises, unless I have, or my managing agent or my contractor has caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You Must Tell me About Defects at My Premises

17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to My Premises

18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premise causing damage. This obligation does not apply to me, my managing agent or my contractor.

18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.

18.3 When you become aware of a blockage or defect in the drainage, septic sewerage or storm water systems at my premises, you must tell me or my managing agent, as soon as possible – preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

18.4 If you, or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the blockage or defect.

19. You Will Indemnify Me in Certain Circumstances if things go wrong at My Premises

19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.

19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke Detectors and Heaters at My Premises

20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not or may not be in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24hrs.

20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, Kerosene Heaters and Vehicle and Boat Servicing or Repairs at My Premises

21.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.

21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.

Tenant(s) Initials

Klee / SA

- 21.3 You must not service or repair a vehicle or boat, of any description at my premise, except routine, minor maintenance.
- 21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other servicing whether in accordance with manufacturers' recommendations or not or repairs of any sort.
- 21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motorcycle, motor trike or trailer. . This is not a complete list. I have provided it to you as a guide only.

22. Storage and Removal of Waste and Rubbish at My Premises

- 22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging Washing at My Premises

- 23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners' corporation rules.

24. Looking After the Garden at My Premises

- 24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2 There are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions; remove weeds, rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list. I have provided it to you as a guide only.
- 24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at My Premises

- 25.1 Before you may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.
- 25.2 I do not have to give you my permission, nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, Subletting or Abandoning My Premises

- 26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferable within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonable withhold permission to your request to assign or a sub-let. You cannot use an SMS message to ask me for permission.
- 26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in re-letting, including-
- 26.2 (a) a pro-rata letting fee; advertising or marketing expenses
- 26.2 (b) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3 Your obligation to pay me the expenses referred to in clauses 26.2(a) to 26.2(b) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If You Intend To Leave My Premises When Your Tenancy Ends

- 27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
- 27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
- 27.3 You must return all the keys and remote controls to me, or to my managing agent, when you leave my premises.
- 27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me, or to my managing agent, when you leave my premises.

Tenant(s) Initials KFE/S

28. Remaining at My Premises After Your Tenancy Ends

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or my agent.

28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS

29. If I Require My Premises When Your Tenancy Ends

29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

29.2 I, or my managing agents, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing The Locks and Alarm Code at My Premises

30.1 You may change the locks at my premises.

30.2 If you change the locks, you must give me, or my managing agents, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

30.3 You may change the code of an alarm at my premises.

30.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

31. "To Let", 'Auction' and 'For Sale' Signs at My Premises

31.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final, month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.

31.2 You will allow me, or my estate or managing agents, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

32 Owners Corporation Rules at My Premises

32.1 If there is an owners' corporation for my premises, you must comply with the rules of the owners' corporation and any rules amending or superseding them. You can request a copy of the amending or superseding rules.

32.2 You do not have to contribute to owners' corporation capital costs or to other expenses payable by me.

33. You Cannot Use Your Bond to Pay Your Rent for My Premises

33.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.

33.2 You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

34. Increasing The Rent for My Premises

34.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.

34.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the form prescribed for the purpose.

34.3 If this is a periodic residential tenancy agreement –

(a) if I propose to increase your rent; I will give you at least 60 notice; and

34.4 I acknowledge I must not increase your rent at intervals of less than 12 months

35. Receipt of Condition Report/Statement of Rights and Duties for My Premises

35.1 You acknowledge before you took occupation of my premises, you received from me or my managing agent –

(a) copy of a condition report signed by me or by my managing agent; and

(b) a written guide authorized and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant; and

(c) a copy of the Privacy Act 1988 Collection Notice.

36. Tenant Reimbursement: Late or Non-Payment

36.1 If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or the agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.

36.2 For the purpose of clause 38.1 'fees and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorized deposit-taking institution, financier, service provider, or contractor. "Authorized deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth)

37. Smoking in Premises - Smoking is not permitted inside the premises.

38. Urgent Repairs

Bells Real Estate can authorize urgent repairs for a maximum amount of \$1800.00

The Agency's telephone number for urgent repairs is 03 9363 9888

Tenant(s) Initials

KEEG / SA

38. Tenant Cannot Grant a Licence or Part With Occupation Without Consent

The tenant must not grant a licence over, or part with occupation of, the premises or a part of the premises - or be a party to an understanding or arrangement in relation to the granting of a licence over, or the parting with occupation of, the premises or a part of the premises - for the purpose of, or in relation to, providing residential accommodation for a fee or other benefit without, in each instance, first obtaining the landlord's written consent which, if given, may be subject to reasonable terms and conditions.

39. Carpet Steam Cleaning at End of Tenancy

The tenant agrees to have the carpets professionally steam cleaned throughout the property upon vacating the premises and a copy of receipt to be provided to the Agent when keys are returned.

40. Changes in Occupation of My Premises

40.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.

40.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's re-letting expenses including-

- 40.2.1 a pro-rata letting fee
- 40.2.2 advertising or marketing expenses incurred
- 40.2.3 rental data base checks on applicants
- 40.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

40.3 The tenant's obligations to pay the landlord's re-letting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

40.4 The tenant will be charged a fee of \$55.00 when a tenant to tenant transfer is requested. This is to cover the cost of application checks, bond transfers, and all other administration processes

Consent to Electronic Service

41.1 Express Consent

The TENANT, **William Eli gbeti & Sheitu Ali**

(CHECK ONE BOX ONLY)

(*) Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address:

Email address - williamgbeti@gmail.com

OR () Does Not Consent to the electronic service of notices and other documents.

The LANDLORD/AGENT **Bells Real Estate**

(*) Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

Email address - deerpark@bellsrealestate.com.au

OR () Does Not Consent to the electronic service of notices and other documents

41.2 Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under sub clause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

41.3 Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under sub clause (1) changes.

41.4. Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under sub clause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or documents are to be served by electronic communication.

Signature of Landlord/Agent [Signature] Date: 5/1/2021

Signature of Tenant(s) William E. Gbeti W. Gbeti Date: 4/1/2021

Sheitu Ali [Signature] Date: 4/1/2021

From www.planning.vic.gov.au on 10 June 2021 11:49 AM

PROPERTY DETAILS

Address: **46 LEWIN STREET DEER PARK 3023**
Lot and Plan Number: **Lot 127 LP13508**
Standard Parcel Identifier (SPI): **127\LP13508**
Local Government Area (Council): **BRIMBANK**
Council Property Number: **654087**
Planning Scheme: **Brimbank**
Directory Reference: **Melway 25 A7**

www.brimbank.vic.gov.au

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **City West Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **POWERCOR**

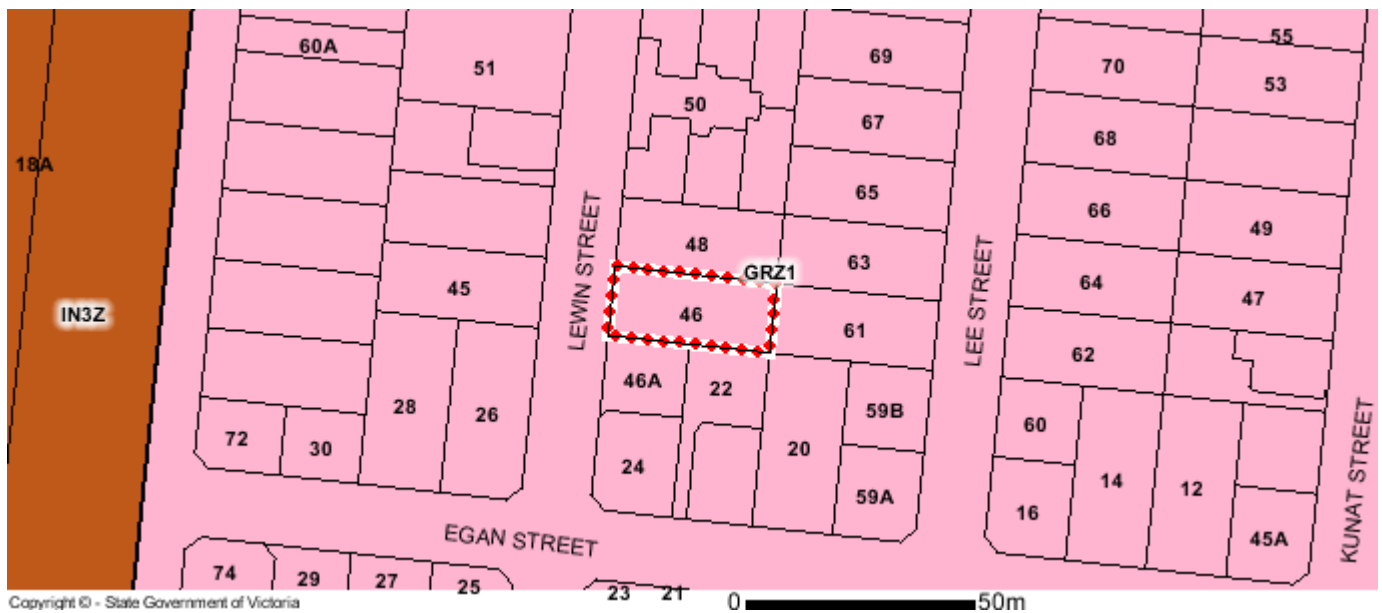
STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **KOROROIT**


Planning Zones

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

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



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 GRZ - General Residential  IN3Z - Industrial 3

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

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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



DCPO - Development Contributions Plan

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



SBO - Special Building

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

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Further Planning Information

Planning scheme data last updated on 9 June 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 <https://www.planning.vic.gov.au>

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

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


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

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

Designated Bushfire Prone Area

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



 Designated Bushfire Prone Area

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

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

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

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

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

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

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

Property Report

from www.land.vic.gov.au on 10 June 2021 11:50 AM

Address: 46 LEWIN STREET DEER PARK 3023

Lot and Plan Number: Lot 127 LP13508

Standard Parcel Identifier (SPI): 127LP13508

Local Government (Council): BRIMBANK **Council Property Number:** 654087

Directory Reference: Melway 25 A7

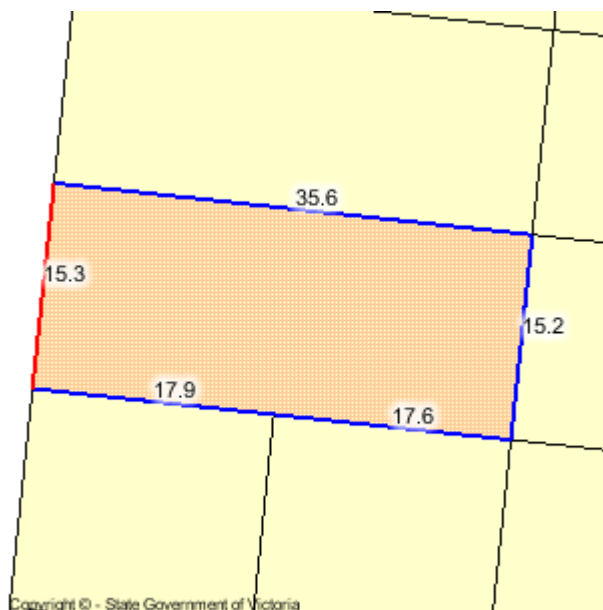
This property is not in a designated bushfire prone area.

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

Site Dimensions

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



Area: 542 sq. m

Perimeter: 102 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

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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 9 June 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](#)

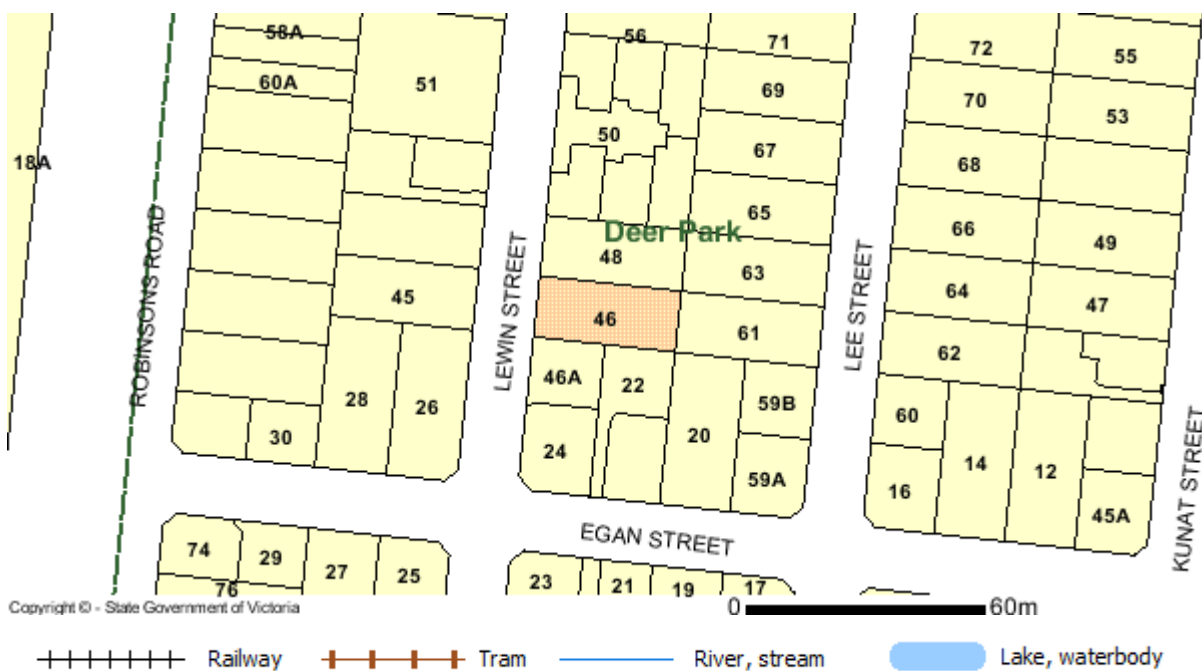
The Planning Property Report includes separate maps of zones and overlays

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

Area Map



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32.0831/07/2018
VC148**GENERAL RESIDENTIAL ZONE**

Shown on the planning scheme map as **GRZ, R1Z, R2Z** or **R3Z** with a number (if shown).

Purpose

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

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

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

32.08-127/03/2017
VC110**Neighbourhood character objectives**

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-226/10/2018
VC152**Table of uses****Section 1 - Permit not required**

Use	Condition
Animal keeping (other than Animal boarding)	Must be no more than 2 animals.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under Clause 52.06-3. The site must adjoin, or have access to, a road in a Road Zone.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Road Zone.
Railway	
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.

Use	Condition
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dependent person's unit, Dwelling, Residential aged care facility and Rooming house)	
Agriculture (other than Animal keeping, Animal production, Animal training, Apiculture and Horse stables)	
Animal keeping (other than Animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Road Zone.
Convenience restaurant	The site must adjoin, or have access to, a road in a Road Zone.
Convenience shop	
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Place of assembly (other than Amusement parlour, Carnival, Circus, Nightclub, and Place of worship)	
Plant nursery	
Service station	<p>The site must either:</p> <ul style="list-style-type: none"> ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Road Zone. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Road Zone.

Use	Condition
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Road Zone.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal boarding
Animal production (other than Grazing animal production)
Animal training
Brothel
Cinema based entertainment facility
Horse stables
Industry (other than Car wash)
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than Convenience shop, Food and drink premises, Market, and Plant nursery)
Saleyard
Stone extraction
Transport terminal
Warehouse (other than Store)

32.08-3

31/07/2018
VC148

Subdivision

Permit requirement

A permit is required to subdivide land.

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

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

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

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

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

VicSmart applications

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

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision. 	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	Clause 59.02

32.08-415/05/2018
VC143**Construction or extension of a dwelling or residential building****Minimum garden area requirement**

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

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

This does not apply to:

- An application to construct or extend a dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling or residential building on a lot if:
 - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
 - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

32.08-531/07/2018
VC148**Construction and extension of one dwelling on a lot****Permit requirement**

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

- A lot of less than 300 square metres.
- A lot of between 300 square metres and 500 square metres if specified in a schedule to this zone.

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

- The fence is associated with one dwelling on:
 - A lot of less than 300 square metres, or
 - A lot of between 300 and 500 square metres if specified in a schedule to this zone, and
- The fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

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

VicSmart applications

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

Class of application	Information requirements and decision guidelines
<p>Construct an outbuilding or extend a dwelling if the development:</p> <p>Meets the minimum garden area requirement of Clause 32.08-4.</p> <ul style="list-style-type: none">▪ Does not exceed a building height of 5 metres.▪ Is not visible from the street (other than a lane) or a public park.▪ Meets the requirements in the following standards of Clause 54:<ul style="list-style-type: none">- A10 Side and rear setbacks.- A11 Walls on boundaries.- A12 Daylight to existing windows.- A13 North-facing windows.- A14 Overshadowing open space.- A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 59.14
<p>Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling.</p>	Clause 59.03

32.08-6
31/07/2018
VC148

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

Permit requirement

A permit is required to:

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

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

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

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

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

VicSmart applications

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

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

Transitional provisions

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

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

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

32.08-7

27/03/2017
VC110

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

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

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

32.08-8

26/10/2018
VC152

Residential aged care facility

Permit requirements

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

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

32.08-9

26/10/2018
VC152

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

VicSmart applications

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

Class of application	Information requirements and decision guidelines
<p>Construct a building or construct or carry out works with an estimated cost of up to \$100,000 where:</p> <ul style="list-style-type: none">▪ The building or works is not associated with a dwelling.▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes:<ul style="list-style-type: none">- A10 Side and rear setbacks.- A11 Walls on boundaries.- A12 Daylight to existing windows.- A13 North-facing windows.- A14 Overshadowing open space.- A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 59.04

32.08-10

26/10/2018
VC152

Maximum building height requirement for a dwelling or residential building

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

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

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

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

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

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.

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

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

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

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

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

Building height if land is subject to inundation

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

32.08-11

26/10/2018
VC152

Application requirements

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

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.
 - The building form and scale.
 - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

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

32.08-1226/10/2018
VC152**Exemption from notice and review****Subdivision**

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

32.08-1326/10/2018
VC152**Decision guidelines**

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

General

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

Subdivision

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

Dwellings and residential buildings

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

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

32.08-1426/10/2018
VC152**Signs**

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

32.08-15

26/10/2018
VC152

Transitional provisions

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
 - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
 - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
 - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

03/03/2016
C166**SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE**Shown on the planning scheme map as **GRZ1**.**INCREMENTAL CHANGE AREAS****1.0**03/03/2016
C166**Permit requirement for the construction or extension of one dwelling on a lot**

Is a permit required to construct or extend one dwelling on a lot of between 300 square metres and 500 square metres?

None specified

2.003/03/2016
C166**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
Minimum street setback	A3 and B6	None specified
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	<p>A minimum of 1 medium-sized tree of 6-12 metres (at maturity) should be provided in the front setback.</p> <p>A minimum of 1 small to medium sized tree up to 6 metres (at maturity) should be provided in private or secluded private open space greater than 25 square metres in area.</p> <p>Planting to be provided along the length of any driveway.</p> <p>Where new building bulk visually impacts on adjoining dwellings, a landscaped vertical screen should be provided.</p>
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified
Private open space	A17	<p>An area of 40 square metres, with one part of the private open space to consist of secluded private open space with a minimum area of 25 square metres and a minimum dimension of 4 metres.</p> <p>Secluded private open space should not be located in the front setback of a dwelling or residential building and should have convenient access from a living room.</p>
	B28	<p>An area of 40 square metres, with one part of the private open space to consist of secluded private open space with a minimum area of 25 square metres and a minimum dimension of 4 metres.</p> <p>Secluded private open space should not be located in the front setback of a dwelling or residential building and should have convenient access from a living room.</p>
Front fence height	A20 and B32	None specified

3.003/03/2016
C166**Maximum building height requirement for a dwelling or residential building**

None specified

4.003/03/2016
C166**Application requirements**

The following application requirements apply to an application for a permit under clause 32.08, in addition to those specified in clause 32.08 and elsewhere in the scheme:

BRIMBANK PLANNING SCHEME

- The neighbourhood and site description plan (NSD) which must show:
 - At least three sites or buildings on both sides of the proposed development, opposite and to the rear of the proposed development.
 - The built form, scale and character of the area, including front fencing (i.e. height of buildings, front and side setbacks, location and width of vehicle and pedestrian crossovers, vegetation, land topography).
 - Location of open space (i.e. degree of openness at the rear of lots).
 - Architectural and roof styles.
 - A streetscape elevation showing the proposed development in the context of three adjoining dwellings or buildings on each side.
- A Design Response plan which must demonstrate:
 - How the proposed development responds to the characteristics identified in the neighbourhood and site description plan and should include a written evaluation of how the features of the neighbourhood identified in the neighbourhood and site description plan influence the design.
- Demonstrate that on site water storage and detention has been considered in the design, where necessary.

5.0

03/03/2016
C166

Decision guidelines

The following decision guidelines apply to an application for a permit under clause 32.08, in addition to those specified in clause 32.08 and elsewhere in the scheme:

- Whether the development provides for an appropriate transition in built form, scale and height to the adjoining Neighbourhood Residential Zone or Residential Growth Zone.
- The extent to which the proposed building or works assists in respecting and enhancing the character of the area.
- The extent to which the proposed buildings or works retain existing canopy trees and create new opportunities for landscaping and adequate space for canopy tree planting.
- The extent to which the proposed built form reflects prevailing side setbacks, where applicable.
- The layout and appearance of areas set aside for car parking, access and egress and the location of any proposed off-street car parking.
- Whether garages and carports are located behind the façade of the proposed development.
- Whether a variation to the requirements of part 2.0 would result in a loss of on or off-site amenity.

45.06
31/07/2018
VC148

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

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

Purpose

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

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

45.06-1
19/01/2006
VC37

Development contributions plan

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

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

A permit granted must:

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

45.06-2
19/01/2006
VC37

Preparation of a development contributions plan

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

The development contributions plan must:

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

The development contributions plan may:

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

25/01/2018
C187

SCHEDULE 2 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as **DCPO2**.

BRIMBANK DEVELOPMENT CONTRIBUTIONS PLAN

1.0

25/01/2018
C187

Area covered by this development contributions plan

The Brimbank Development Contributions Plan (November 2016) applies to all new development within the 19 Charge Areas as shown below in Figure 1.

Figure 1 – DCP area and charging areas



2.0

25/01/2018
C187

Summary of costs

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
Community Facility CFCI	\$71,293,993	2016-2036	\$8,414,388	11.8%
Community Facility CFDI	\$8,800,000	2016-2036	\$1,122,994	12.8%
Path PADI	\$25,763,200	2016-2036	\$4,220,166	16.4%
Road RDDI	\$4,573,500	2016-2036	\$849,365	18.6%
TOTAL	\$110,430,693		\$14,606,913	13.2%

Notes: This table sets out a summary of the costs prescribed in the Development Contributions Plan. Refer to the incorporated document for full details.

Brimbank City Council is Collection Agency and Development Agency for this DCP.

Brimbank City Council commits to delivering the DCP projects by December 31 2036, but may deliver projects earlier. It is likely that projects will be progressively delivered over the DCP period.

3.0

25/01/2018
C187

Summary of contributions

AREA Charge Area Number and Name	LEVIES PAYABLE BY RESIDENTIAL DEVELOPMENT		
	Development Infrastructure	Community infrastructure	All infrastructure
	Per Dwelling	Per Dwelling	Per Dwelling
Area 01 Sydenham - Hillside	\$184.63	\$722.71	\$907.34
Area 02 Taylors Lakes (West) & District	\$172.71	\$722.71	\$895.42
Area 03 Keilor - Taylors Lakes (East)	\$121.18	\$714.21	\$835.39
Area 04 Delahey	\$254.85	\$864.88	\$1,119.72
Area 05 Keilor Downs	\$204.26	\$847.94	\$1,052.20
Area 06 Keilor Park & District	\$92.52	\$714.21	\$806.73
Area 07 Kings Park	\$170.96	\$864.88	\$1,035.84
Area 08 St Albans (West)	\$527.74	\$1,092.88	\$1,620.61
Area 09 St Albans (East)	\$495.26	\$1,075.94	\$1,571.20
Area 10 Kealba	\$154.14	\$847.94	\$1,002.08
Area 11 Albanvale	\$424.68	\$864.88	\$1,289.56
Area 12 Cairnlea	\$453.06	\$950.47	\$1,403.54
Area 13 Deer Park	\$552.91	\$950.47	\$1,503.38
Area 14 Ardeer	\$254.66	\$675.06	\$929.72
Area 15 Albion	\$232.64	\$675.06	\$907.70
Area 16 Sunshine North	\$218.74	\$653.88	\$872.63
Area 17 Derrimut	\$129.74	\$714.21	\$843.96
Area 18 Sunshine West	\$362.10	\$737.97	\$1,100.07
Area 19 Sunshine	\$341.39	\$737.97	\$1,079.36

BRIMBANK PLANNING SCHEME

AREA		LEVIES PAYABLE BY RETAIL DEVELOPMENT		
Charge Area Number and Name		Development Infrastructure	Community infrastructure	All infrastructure
		Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace
Area 01	Sydenham - Hillside	\$5.43	-	\$5.43
Area 02	Taylors Lakes (West) & District	\$4.53	-	\$4.53
Area 03	Keilor - Taylors Lakes (East)	\$2.23	-	\$2.23
Area 04	Delahey	\$5.20	-	\$5.20
Area 05	Keilor Downs	\$3.55	-	\$3.55
Area 06	Keilor Park & District	\$1.77	-	\$1.77
Area 07	Kings Park	\$1.93	-	\$1.93
Area 08	St Albans (West)	\$4.92	-	\$4.92
Area 09	St Albans (East)	\$4.83	-	\$4.83
Area 10	Kealba	\$2.72	-	\$2.72
Area 11	Albanvale	\$5.87	-	\$5.87
Area 12	Cairnlea	\$4.40	-	\$4.40
Area 13	Deer Park	\$6.17	-	\$6.17
Area 14	Ardeer	\$1.97	-	\$1.97
Area 15	Albion	\$1.84	-	\$1.84
Area 16	Sunshine North	\$4.78	-	\$4.78
Area 17	Derrimut	\$1.90	-	\$1.90
Area 18	Sunshine West	\$4.04	-	\$4.04
Area 19	Sunshine	\$3.98	-	\$3.98

AREA		LEVIES PAYABLE BY COMMERCIAL DEVELOPMENT		
Charge Area Number and Name		Development Infrastructure	Community infrastructure	All infrastructure
		Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace
Area 01	Sydenham - Hillside	\$2.00	-	\$2.00
Area 02	Taylors Lakes (West) & District	\$1.99	-	\$1.99
Area 03	Keilor - Taylors Lakes (East)	\$1.95	-	\$1.95
Area 04	Delahey	\$3.75	-	\$3.75
Area 05	Keilor Downs	\$3.02	-	\$3.02
Area 06	Keilor Park & District	\$1.39	-	\$1.39
Area 07	Kings Park	\$2.71	-	\$2.71
Area 08	St Albans (West)	\$5.49	-	\$5.49
Area 09	St Albans (East)	\$5.03	-	\$5.03
Area 10	Kealba	\$2.60	-	\$2.60
Area 11	Albanvale	\$7.70	-	\$7.70
Area 12	Cairnlea	\$5.67	-	\$5.67
Area 13	Deer Park	\$8.11	-	\$8.11
Area 14	Ardeer	\$2.34	-	\$2.34
Area 15	Albion	\$1.84	-	\$1.84
Area 16	Sunshine North	\$3.77	-	\$3.77
Area 17	Derrimut	\$2.58	-	\$2.58
Area 18	Sunshine West	\$4.61	-	\$4.61
Area 19	Sunshine	\$4.13	-	\$4.13

BRIMBANK PLANNING SCHEME

AREA Charge Area Number and Name		LEVIES PAYABLE BY INDUSTRIAL DEVELOPMENT		
		Development Infrastructure	Community Infrastructure	All Infrastructure
		Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace
Area 01	Sydenham - Hillside	\$0.48	-	\$0.48
Area 02	Taylors Lakes (West) & District	\$0.42	-	\$0.42
Area 03	Keilor - Taylors Lakes (East)	\$0.25	-	\$0.25
Area 04	Delahey	\$0.55	-	\$0.55
Area 05	Keilor Downs	\$0.40	-	\$0.40
Area 06	Keilor Park & District	\$0.19	-	\$0.19
Area 07	Kings Park	\$0.27	-	\$0.27
Area 08	St Albans (West)	\$0.62	-	\$0.62
Area 09	St Albans (East)	\$0.59	-	\$0.59
Area 10	Kealba	\$0.32	-	\$0.32
Area 11	Albanvale	\$0.80	-	\$0.80
Area 12	Cairnlea	\$0.59	-	\$0.59
Area 13	Deer Park	\$0.84	-	\$0.84
Area 14	Ardeer	\$0.25	-	\$0.25
Area 15	Albion	\$0.22	-	\$0.22
Area 16	Sunshine North	\$0.52	-	\$0.52
Area 17	Derrimut	\$0.26	-	\$0.26
Area 18	Sunshine West	\$0.51	-	\$0.51
Area 19	Sunshine	\$0.49	-	\$0.49

Notes: Square metres of floorspace (SQM) refers to gross floorspace.

The above listed contribution amounts are current as at 30 June 2016. They will be adjusted annually on July 1 each year to cover inflation, by applying the Consumer Price Index for Melbourne (All Groups) as published by the Australian Bureau of Statistics. A list showing the current contribution amounts will be held at Council's Planning Department.

Payment of development contributions is to be made in cash. Council, at its discretion, may consider accepting works in lieu of cash contributions, provided the value of the works / land in question does not exceed the cash liability of the proponent under this DCP (unless the proponent agrees).

Payment of the Development Infrastructure Levy at Subdivision Stage is to be made prior to the issue of a statement of compliance for the approved subdivision. At Council's discretion, payment of the levy may be deferred to a later date, subject to the developer/land owner entering into an agreement under section 173 of the Planning and Environment Act 1987 to pay the levy at an alternative date agreed upon.

Payment of the Development Infrastructure Levy at Planning Permit Stage where there is no subdivision is to be made prior to the commencement of any development or works.

Payment of the Community Infrastructure Levy is to be made at the building permit stage, no later than the date of issue of a building permit under the Building Act 1993.

Where no permit is required for a development, the contribution must be made no later than the date of issue of a building permit under the Building Act 1993.

Payment of a development contribution required under this DCP must be made for all development of the land. New development is taken to include construction of a new dwelling or building or an extension to an existing retail building or commercial office building or industrial building, unless exempt from this DCP.

For land uses not included within the planning scheme definition of the above uses, the development contribution that is required for "commercial office" will be applied unless Council agrees to vary that rate, on submission by a permit applicant on the basis of information provided that justifies the application of an alternative rate.

4.0

25/01/2018
C187

Land or development excluded from development contributions plan

No land or development is exempt from this development contributions plan unless exempt by legislation or Ministerial Direction or legal agreement with Brimbank City Council, or stated below:

- Land developed for a non-government school as defined in Part 3 of the *Ministerial Direction on Development Contributions Plans* of 11 October 2016.

BRIMBANK PLANNING SCHEME

- Land developed for housing by or for the Department of Health and Human Services, as defined in *Ministerial Direction on Development Contributions Plans* of 11 October 2016.
- Land which has an existing section 173 Agreement under the *Planning and Environment Act 1987* and/or a Deed of Agreement which requires the payment of a contributions levy and/or construction of a community and/or physical infrastructure.
- Construction of a building or carrying out of works or a subdivision that does not result in the creation of new additional demand units, such as:
 - renovations or alterations to an existing dwelling.
 - construction of outbuildings normal to an existing dwelling.
 - construction of a fence.
 - demolition of a dwelling followed by construction of a replacement dwelling on the same land. This exemption applies to a single dwelling but not to a second or subsequent dwellings on the same land.
 - construction of a building or construction or carrying out of works to reinstate the pre-existing standard of a building other than a dwelling unintentionally damaged or destroyed. This exemption applies only to the extent that the floor area of the new building is not greater than that of the damaged or destroyed building.

Note: This schedule sets out a summary of the costs and contributions prescribed in the Brimbank Development Contributions Plan. Refer to the incorporated Brimbank Development Contributions Plan (November 2016) for full details.

2020-21 Annual Rates and Charges Fourth Instalment Reminder Notice

For the Period 1 July 2020 to 30 June 2021

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



S Y H SHAH
46 LEWIN STREET
DEER PARK VIC 3023



023

Property 46 LEWIN STREET DEER PARK VIC 3023
LOT 127 PLN 13508

Tax Invoice

Assessment No. 0654087

Date of Issue 27 Apr 2021

Rate Enquiries

Monday to Friday 8.45am - 5pm
Phone: 03 9249 4000
Fax: 03 9249 4351
TTY: 03 9249 4999
Web: www.brimbank.vic.gov.au
Email: info@brimbank.vic.gov.au

Payments made on or after 14 April 2021
may not have been deducted from this account.

Instalment 4

Due 31 May 2021 \$2,686.20

Particulars of Rates and Charges:

Arrears Balance	\$861.17
Overdue Instalments 2020/2021	\$1,285.44
Interest Accrued to 16/04/2021	\$111.59
4th Instalment 2020/2021 due 31 May 2021	\$428.00

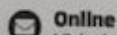
Total Balance Rates and Charges 2020/2021 \$2,686.20

Late payments will attract interest at 10%
Any arrears, interest and legal costs are overdue
and must be paid immediately.

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

If you are the ratepayer of a property in Brimbank and are experiencing financial hardship as a result of the coronavirus (COVID-19) pandemic, Council can offer support. Please visit Council's website to read COVID-19 Financial Hardship Policies to determine which one applies to your circumstances, or call contact Council to obtain copies of the policies and application forms.

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



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



To have your notices emailed
Register at brimbank.enotices.com.au
Reference No: AC42E67F0D



Bill Code: 93948
Ref: 0000 0654 087

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

More info: bpay.com.au



Billpay Code: 0355
Ref: 6540 87

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



*355 654087

Assessment No: 0654087

Amount Payable
\$2,686.20

Payment Due by
31 May 2021

Register now at



City West Water™

MR S Y H SHAH
6A/NEWTOWN STREET
EAST IPSWICH QLD 4305



My account number is

1215 1763 5140

Invoice No.	T571300591
Service Address	46 Lewin Street Deer Park Lot 127 Plan 13508
Issue Date	28 May 2021
Water Faults & Emergencies (24 hours)	132 642
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	131 691
Interpreter Service	9313 8989
Mail Cheques	GPO Box 1152, Melbourne Vic 3001
General Mail	Locked Bag 350, Sunshine Vic 3020

City West Water Corporation

ABN 70 066 902 467

citywestwater.com.au

Account summary

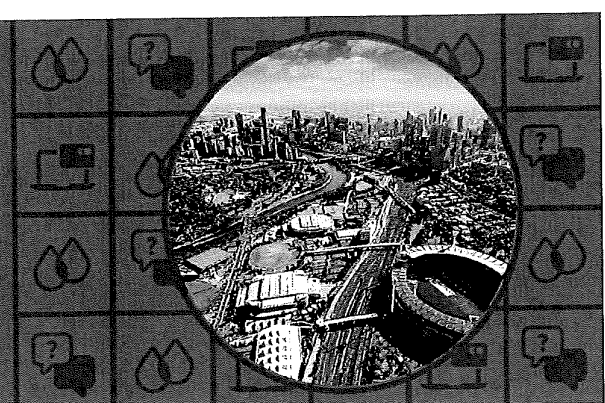
	PREVIOUS BILL	\$555.41
	RECEIVED	\$0.00
	BALANCE	\$555.41
	NETWORK CHARGES	\$115.85
	OTHER CHARGES	\$26.08
	PLEASE PAY	\$697.34

Greater Western Water – a new era

On 1 July 2021 City West Water is joining with Western Water to become **Greater Western Water**.

Your next water account will come from Greater Western Water.

Learn more at citywestwater.com.au/gww



Details of charges - Residential

Previous Bill \$555.41
 Previous Bill
 Payments Received

BALANCE FORWARD \$555.41

Network Charges	Charge Period	Charge \$
Water Network Charge	(01/04/2021 to 30/06/2021)	\$52.70
Sewerage Network Charge	(01/04/2021 to 30/06/2021)	\$63.15

TOTAL NETWORK CHARGES \$115.85

Other Charges \$26.08
 Waterways & Drainage Charge (01/04/2021 to 30/06/2021)

TOTAL OTHER AUTHORITIES' CHARGES \$26.08

FINAL TOTAL, PLEASE PAY THIS AMOUNT \$697.34

Greater Western Water – a new era
 On 1 July 2021, City West Water and Western Water will integrate to form a new water corporation – Greater Western Water. This new entity will service Melbourne's inner city and fast-growing west. Learn more at citywestwater.com.au/gww

MyAccount, your residential water account online

MyAccount makes it easier for you to view your bills or upcoming payments, update your information, set up direct debit or a payment plan and apply for a concession rebate. Register now at citywestwater.com.au/myaccount

Need help paying your bill?

We understand that sometimes you may be facing difficulties. We have a dedicated Customer Care team who can offer support and give you access to concessions and utility relief grants. Where appropriate, we can also refer you to financial counselling services. Learn more at citywestwater.com.au/assist

Waterways & Drainage Charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. Customers in rural areas are charged at a lower rate to reflect the reduced services compared to urban customers. Learn more at MelbourneWater.com.au/wwdc

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

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

Page 2 of 4


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
Service Address: 46 Lewin Street Deer Park

DATE PAID	AMOUNT PAID	RECEIPT NO
-----------	-------------	------------

My account number is
1215 1763 5140

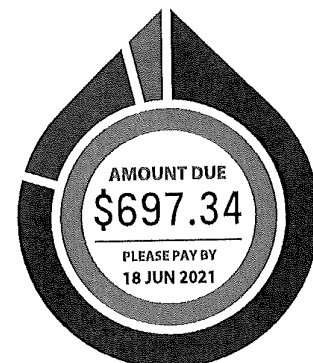
 **Direct Debit:** Visit citywestwater.com.au/paymentoptions or call 131 691

 **Mail cheque:** Post this slip with your cheque payable to: **City West Water, GPO Box 1152, Melbourne Vic 3001**

 **Credit Card:** Visit citywestwater.com.au/pay or call 131 691 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance

If you're finding it hard to pay your bill call our team on **131 691** to discuss your circumstances or visit citywestwater.com.au/assist to view our support options.



B PAY Biller Code: **8789**
 Ref: **1215 1763 5140**

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at bpay.com.au

POST Billpay Code: **0362** **Post BillPay:** Pay in person at any Post Office or agency,



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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