



SARGEANTS DANDENONG & CASEY

Vendor: Pallavi Adwait Kale and Adwait Girish Kale
Property: 86 Bankside Boulevard Rowville VIC 3178

CONTRACT OF SALE OF REAL ESTATE

Prepared by Sargeants Dandenong
Suite 2, 26-28 Verdun Drive Narre Warren VIC 3805
E: info@sargeantsdandenong.com.au
P: (03) 8738 7889 F: (03) 8678 3128

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor and/or the Vendor's Estate Agent named herein

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING OF THIS CONTRACT

The authority of a person signing:

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

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of 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);
- Vendor's Statement

SIGNED BY THE PURCHASER on...../...../2024

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 if none specified)

SIGNED BY THE VENDOR on...../...../2024

print name of person signing:

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 NOTICES TO PURCHASER OF "OFF THE PLAN" PROPERTIES

SUBDIVISIONS

The purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract up to and including (but not exceeding) an amount equal to 10% of the purchase price of the lot.

A substantial amount of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot, and

The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

(This information is provided to the purchaser under section 9AA(1A) of the *Sale of Land Act 1962*.)

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 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 the 3 clear business days **before or after** a publicly advertised auction;
- the property is used mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property, or
- you are an estate agent or a corporate body.

PARTICULARS OF SALE

REAL ESTATE AGENT: Anthony Molinaro
O'Brien Real Estate – Blackburn
M: 0411 061 796 **E:** anthony.molinaro@obrienrealestate.com.au

VENDOR: **Pallavi Adwait Kale and Adwait Girish Kale**
VENDORS **Sargeants - Dandenong**
CONVEYANCER: Conveyancing and Property Transfer Specialists
Tel: 03 87387889 Fax: 03 86783128
E: info@sargeantsdandenong.com.au REF: 4339/2024

PURCHASER:

PURCHASERS
REPRESENTATIVE:

STREET ADDRESS: **86 BANKSIDE BOULEVARD ROWVILLE VIC 3178**
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendors
and contained only within the land described in Certificate of Title
VOLUME 12580 FOLIO 232

GOODS: Vacant Land

PRICE \$

DEPOSIT \$

BALANCE \$ due at settlement

PAYMENT OF BALANCE is due on _____

being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date upon which

*vacant possession of the Land and Goods

*receipt of the rents and profits

shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.

*If the vendor **is** required to collect GST and the price above does **not** include GST, you must write the words "**plus GST**" in the appropriate box headed **GST** on the following page*

*If the purchaser is **not** entitled to vacant possession of the Land being sold you must write the words "**subject to lease**" in the appropriate box headed **Encumbrances** on the following page and particulars of any lease must be included.*

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

GST (refer to general condition 13)

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

If this is a sale of a 'farming business' or a '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**' to this box

Settlement

is due on date for the PAYMENT OF BALANCE as set out in the PARTICULARS OF SALE unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

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

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then

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

Encumbrances

This sale is **NOT** subject to the Purchaser **taking over** the Vendor's existing mortgage unless the words

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount:

Approval date:

PURCHASER'S DECLARATION OF RESIDENCY STATUS

The Purchaser declares that:

** please tick the right option*

- ☐ the Property will be used as the Purchaser's principal place of residence for the purposes of the Act 20 0 (Vic); or
- ☐ the Property will not be used as the Purchaser's principal place of residence for the purposes of the Duties Act 2000 (Vic).

PURCHASERS FIRB DECLARATION

The Purchaser declares the Purchaser is:

** please tick the right option*

- ☐ a Foreign Person as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth) requiring approval to purchase the property.
- ☐ not a Foreign Person, as the Purchaser is:
 - an Australian citizen;
 - a New Zealand citizen; or
 - holding an Australian Permanent Resident Visa.

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☐ No ☐ Yes

(if yes, vendor must provide further details)

If further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 14 days before the due date for settlement.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

ABN

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

Withholding amount\$

If more than one supplier, provide the details above for each supplier.

The Purchaser is required to make a payment of the amount under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth)

Amount purchaser must pay - price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

* if yes, the GST inclusive market value of non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

Signature - Vendor/s.....

Full name/s (Please print)

Special Conditions

1 Foreign resident capital gains withholding

- 1.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1.2 Every Vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the Vendors is a foreign resident, the property is or will have a market value of **\$750,000-00** or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1.5 The Purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the Vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 1.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (a) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the Purchaser at least 5 business days before the due date for settlement.
- 1.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 1.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing

EC

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"

- 2.1 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 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.
- 2.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.

3. Identity of the Land

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

4. Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, 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 be entitled to any compensation from the Vendor in respect thereof in any circumstances whatsoever.

5. Buildings and Goods

The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants. Notwithstanding anything to the contrary herein contained or by-law or otherwise provided or implied. It is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title.

The Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever including any requirement to fence any pool or spa or install smoke detectors. The Purchaser shall have no right to call upon the Vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

The Purchaser specifically acknowledges that he is aware that the property may contain asbestos and/or some of the materials in the building, including any cladding may be combustible and may require removal or replacement at his cost.

6. Solar Panels

The Vendor make no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

7. Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are known to the Vendor or whether they are disclosed or not. The Purchaser accepts the location of all buildings and the current condition of all plumbing works and shall not make any claim whatsoever in relation thereto.

8. Warranties and Exclusions

The Purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the Purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the Vendor or the Vendor's agents or any term except such as are made written conditions of this contract and signed by the Vendor.

Marketing Materials

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

9. Interest and costs payable on default

If the Purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent per annum shall be paid by the Purchaser to the Vendor on any money overdue for payment. The Purchaser agrees that the reasonable costs of each and every default is the sum of \$880-00 (inclusive of GST) together with a further sum of \$880-00 (inclusive of GST) for each and every Default Notice prepared and served on the Purchaser or his representative. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this contract or otherwise.

10. Goods

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

11. Purchaser a resident of or entitled to purchase land in Australia

In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the Purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The Purchaser further acknowledges that in the event that this warranty is untrue in any respect, the Purchaser hereby indemnifies the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss.

12. GST

If the Purchaser is required to pay GST, then the GST and all other money as set out below, shall be deemed to be part of the purchase price and the Vendor shall retain an equitable interest in the land hereby sold until all GST, interest, penalties, costs and all other money due to the Vendor under any law or any written or oral agreement has been paid in full.

13. Merger

All terms and conditions as set out in these Special Conditions, the Particulars of Sale and the General Conditions in the contract, which remain to be performed on the part of the Purchaser or are capable of having effect on the part of the Purchaser after the final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land or registration. However, all terms and conditions as set out in these Special Conditions, the Particulars of Sale and the General Conditions in the contract, to be performed on the part of the Vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the Purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

14. Stamp Duty

If the Vendor or his agent has provided an estimate of the amount of stamp duty payable by the Purchaser, the Vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the Purchaser. The Vendor shall not be liable to pay any compensation to the Purchaser for any stamp duty, interest or penalties in relation to any stamp duty assessment in any circumstances whatsoever.

15. Stamp Duty - More than one Purchaser

- (a) If there is more than one Purchaser, it is the Purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name: %

Name: %

Total 100%

- (b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the Purchaser's sole responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.
- (c) The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.
- (d) This Special Condition shall not merge on completion of this contract.

16. State Revenue Office Duties on Line

Upon the Purchaser confirming that all special conditions benefitting the Purchaser have been met:-

- (a) the Vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties On Line (DOL) system and provide the Purchaser with the DOL document ID number.
- (b) the electronic Duties on Line document must be finalized by the Purchaser to a stage where it is ready for signature by the Purchaser not less than fourteen (14) days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties. (Settlement Date)

Should the Purchaser fail to finalize the electronic Duties On Line document at least fourteen (14) days prior to the Settlement Date in the contract or the Purchaser changes the electronic Duties on Line document creating a need for the Vendor to resign the electronic Duties On Line document, the Vendor will not be required to settle the matter prior to the expiration of fourteen (14) days after the Vendor resigns the electronic Duties On Line document.

17. Acceptance of Title

General Condition 12.4 will be added to the General Conditions in the contract.

Where the Purchaser is deemed by Section 27(7) of the Sale of Land (Deposits) Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the Purchaser is also deemed to have accepted the Vendor's Title in the absence of any prior express and valid specific objection to the Vendor's Title.

18. Deposit Bond or Bank Guarantee

The deposit cannot be paid in whole or in part by way a Deposit Bond or a Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

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

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

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

20. Pool and Spa Compliance

The purchaser agrees that he will be solely responsible to comply with all the requirements in relation to the safety of any Pool, Spa or any other body of water on the land regardless of when the requirements were imposed, when any Notices were served to on the Vendor or when they have to be complied with.

21. Adjustments

21.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, including an updated Owners Corporation Certificate, if requested by the Vendor. Failure to comply with this condition, the Vendor will be at liberty to delay settlement. The Purchaser will be liable to pay \$220.00 (inclusive of GST) rescheduling fee if the settlement is delayed due to this reason.

21.2 Further to General Condition 15, Adjustments must be prepared on behalf of the Purchaser and provided to Vendor's representatives not less than 5 days prior to the due date of settlement. Failure to do so will cause the Purchaser to pay an administration fee of \$110.00 for the delay in receiving the Statement of Adjustments.

22. Amendment and interpretation of the General Conditions

The following General Conditions shall not apply to this contract - 2, 5, 6, 7, 8, 9, 11.5, 12.1 (c), 15(b), 15(c) 23, 24.4, 24.5, 24.6 and 28.3 (c)

The following General Conditions are amended as follows:-

- 13.1 Delete "not" after the words "The Purchaser does" and add "not" before the words "plus GST"
Delete "However" and insert "Also" before the words "the Purchaser must pay the Vendor any GST payable by the Vendor."

18. GC18 is amended by adding an additional sentence as follows:

Any nomination must be made at least 10 days before the settlement date. If the Purchaser wishes to nominate it must deliver to the Vendor's legal practitioner or conveyancer;

- a. a completed and executed notice of nomination;
- b. a copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional Purchaser;
- c. a cheque payable by the nominee to the Vendor's legal representative or conveyancer for \$330 (including GST) being their costs for advising the Vendor on compliance with this General Condition 18.

20. Add following the word "company" - "and if the guarantee is not provided within 14 days of the request the Purchaser shall be in default"

25. Delete "A party" and insert "A Purchaser" as the beginning of General Condition 25 and add

25 (c) The Vendor shall not be liable for any compensation for any reasonably foreseeable loss to the Purchaser resulting from any breach in any circumstances whatsoever".

26. Delete " 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983**" and insert "16%".

- 27.1 Add following the words at the end of General Condition 27.1

"save that if the deposit is not paid by the due date then notwithstanding anything to the contrary this contract shall be immediately voidable by the Vendor by giving the Purchaser notice in writing at any time before the full deposit is paid by cleared funds to the Vendor."

General Condition 27(2)(a) and 27(2)(b) shall not apply to this contract where the Purchaser fails to pay the whole or any part of the deposit on the due date.

- 28.3 (a) Delete "and be paid any interest and reasonable costs under the contract" and insert "only".

- 28.4(a) the words "the deposit up to 10% of the price" shall be deleted and insert "10% of the purchase price" and add 28.6 "The Purchaser grants an equitable charge over all his real estate as security for the said 10% of the purchase price and any damages for breach of the contract or any loss on resale and resulting expenses as liquidated damages.

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

23. Cancellation and Re-Scheduling of Settlement

The Purchaser will be liable for payment of the Vendor's costs associated with cancellation and or re-scheduling of settlement. The Purchaser will be liable for \$440.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the Purchaser's representative.

24. Finance Approval

If the Purchaser attempts to end the contract on the basis that it is unable to obtain finance approval by the approval date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender verifying that the Purchaser has applied for finance in accordance with the particulars of Sale and refusing finance approval to the Purchaser, failing which the Purchaser shall be deemed to have obtained approval of finance. A letter from a mortgage broker/ mobile lender is not sufficient in this regard.

26. Building Inspection ☐ **This Special Condition is only applicable if the Box is checked**

This contract is subject to and conditional upon the purchaser obtaining a satisfactory building report from an Independent Qualified Inspector within seven (7) days of the purchaser signing this contract. If the report shows a Major Structural Defect the purchaser may end this contract but only if the purchaser serves written notice on the vendor together with a copy of the report within seven (7) days of the purchaser signing this contract. All monies must be immediately refunded to the purchaser if the Contract is ended pursuant to this special condition.

27. Pest Inspection ☐ **This Special Condition is only applicable if the Box is checked**

This contract is subject to and conditional upon the purchaser obtaining a pest inspection report from an Independent Qualified Inspector within seven (7) days of the purchaser signing this contract. If the report shows a current Major Pest Infestation the purchaser may end this contract but only if the purchaser serves written notice on the vendor together with a copy of the report within seven (7) days of the purchaser signing this contract. The Report must disclose that the Pest Infestation is current and does not apply to any previous or rectified damage caused. All monies must be immediately refunded to the purchaser if the contract is ended pursuant to this special condition.

28. Error in Adjustments of Outgoings

Should any apportionment of outgoing s required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.

29. Re Sale Deed

The Purchaser acknowledges and agrees that if the sale is subject to the developers consent of resale, the purchaser must enter into a Deed of Resale which well be prepared by the developer of the estate or Vendors representative at the purchaser's cost to comply with the current vendors obligations under the original contract of sale between the current vendor and the developer. The purchaser agrees to pay the Vendors legal fee of \$220 plus any fees charged by the developers for the preparation of the resale deed.

The Purchaser acknowledges and agrees to be bound by the relevant Special Conditions together with the design guidelines which is included in the section 32 Vendor Statement.

The purchaser acknowledges they cannot make any requisition, objection, claim or be entitled to compensation or damages from the Vendor in respect thereof.

FORM 2
Estate Agents Act 1980
Regulation 5(a)

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 section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 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 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must—
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1 This general 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, 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) by 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 purposes 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 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 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 of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer—
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE

I/We

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or 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 as aforesaid _on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the day of 2021

SIGNED SEALED AND DELIVERED

by the Guarantors

in the presence of:

Witness

Sargeants Dandenong

Conveyancing and Property Transfer Specialists

P.O. Box 2010, Dandenong East VIC 3175

Tel: 03 87387889 Fax: 03 86783128 info@sargeantsdandenong.com.au

VENDOR STATEMENT

VENDOR: PALLAVI ADWAIT KALE AND ADWAIT GIRISH KALE

STREET ADDRESS 86 BANKSIDE BOULEVARD ROWVILLE VIC 3178

LAND BEING SOLD The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title VOLUME 12580 FOLIO 232.

IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act* 1962. The statement must be signed by the vendor either personally or by his electronic signature.

FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed **\$5,000.00**
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) 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 that charge are as follows:- **NOT APPLICABLE**

Special Condition

The purchaser agrees to pay any Windfall Gains Tax or any other Tax or imposition that is imposed on the land at any time that does not relate specifically to periodic outgoings.

INSURANCE

Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

Not applicable

LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

NONE TO THE VENDORS KNOWLEDGE

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act* 1993 unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

- (a) Name of planning scheme is : **Refer attached Certificate**
- (b) The name of the responsible authority is: **Knox City Council**
- (c) The zoning of the land is: **Refer attached Certificate**
- (d) The name of any planning overlay affecting the land: **Refer attached Certificate**

The planning instrument does not prohibit the construction of a dwelling house on the land.

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)
The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

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

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent,

- proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order is still in force)
- (c) **Agricultural chemicals**
Particulars 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.
- (e) **Compulsory acquisition**
Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act 1986*.
- (f) Notice issued by the Environment Protection Authority
- (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

Special Condition- Pool and Spa Compliance

The purchaser agrees that he will be solely responsible to comply with all the requirements in relation to the safety of any Pool, Spa or any other body of water on the land regardless of when the requirements were imposed, when any Notices were served to on the Vendor or when they have to be complied with.

BUILDING APPROVALS

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

NOT APPLICABLE

OWNERS CORPORATION

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- (a) A current Owners Corporation Certificate issued in respect of the land being sold;
- (b) The Owners Corporation Rules;
- (c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- (d) The most recent accounts and balance sheet of the Owners Corporation and
- (e) A Statement of advice and information for prospective purchasers and lot owners.

NOTE - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

NOT APPLICABLE

GROWTH AREA INFRASTRUCTURE CONTRIBUTION
NOT APPLICABLE

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE CONNECTED

electricity supply
gas supply
water supply
sewerage

THE FOLLOWING SERVICES ARE NOT CONNECTED

telephone supply

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 the settlement and the purchaser will have to pay to have the service reconnected.

TITLE

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

Evidence of the vendor's right or power to sell
(where the vendor is not the registered proprietor/the owner in fee simple)

SUBDIVISION
NOT APPLICABLE

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION
NOT APPLICABLE

DATE OF THIS STATEMENT

2024

Signature of Vendor

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire

attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT

2024

Signature of Purchaser

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.

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.

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

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

VOLUME 12580 FOLIO 232 Security no : 124120742228C
Produced 17/12/2024 04:53 PM

LAND DESCRIPTION

Lot 334 on Plan of Subdivision 839262Q.
PARENT TITLES :
Volume 12077 Folio 283 Volume 12483 Folio 098
Created by instrument PS839262Q 31/10/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PALLAVI ADWAIT KALE
ADWAIT GIRISH KALE both of 86 BANKSIDE BOULEVARD ROWVILLE VIC 3178
AY573480D 07/11/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY573481B 07/11/2024
WESTPAC BANKING CORPORATION

COVENANT PS839262Q 31/10/2024

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS839262Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839262Q (B)	PLAN OF SUBDIVISION	Registered	31/10/2024
AY573480D (E)	TRANSFER	Registered	07/11/2024
AY573481B (E)	MORTGAGE	Registered	07/11/2024

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

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

Street Address: 86 BANKSIDE BOULEVARD ROWVILLE VIC 3178

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 07/11/2024

DOCUMENT END

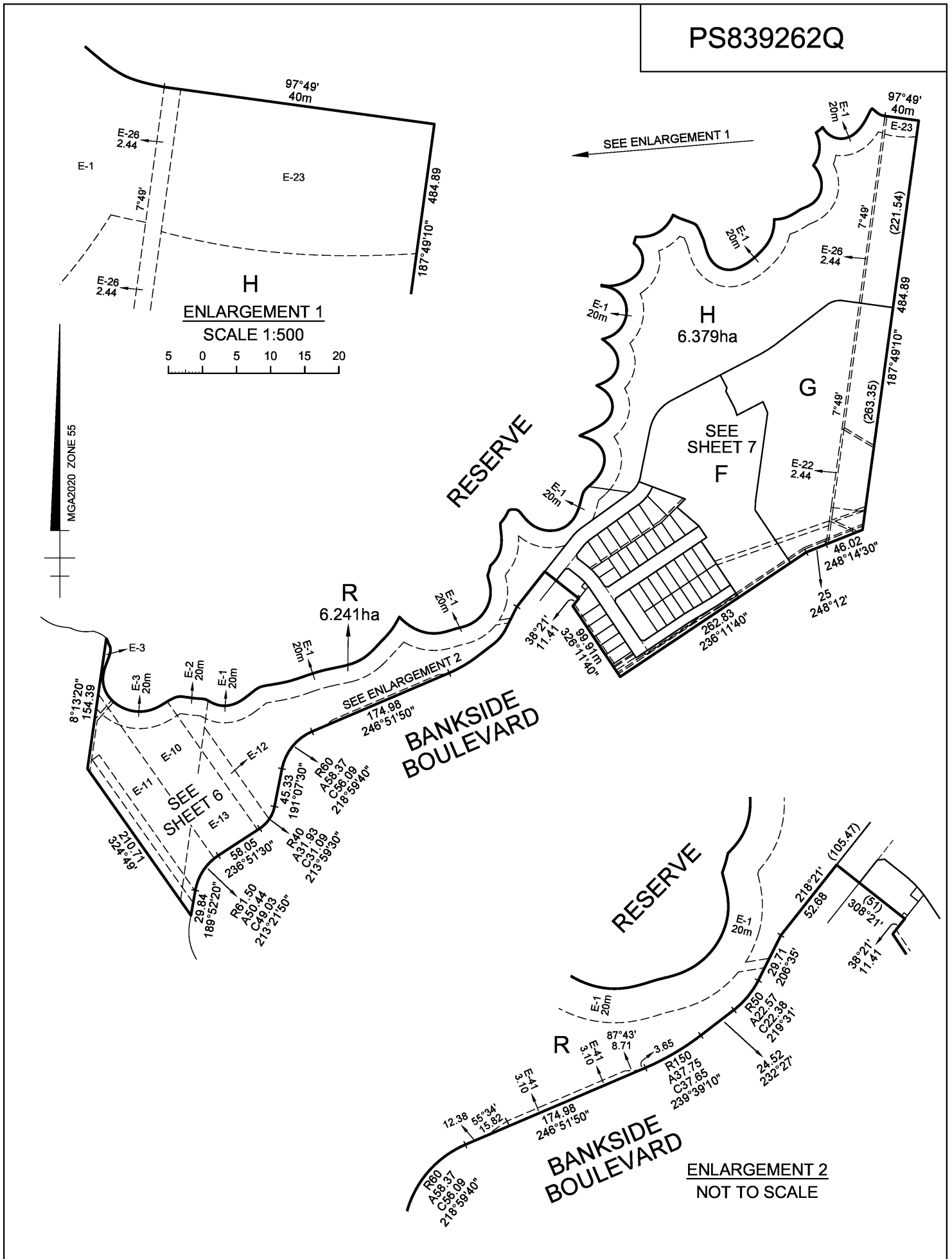
PLAN OF SUBDIVISION		EDITION 1		PS839262Q	
LOCATION OF LAND		Council Name: Knox City Council			
PARISH: NARREE WORRAN		Council Reference Number: CRT/2020/8102			
TOWNSHIP:		Planning Permit Reference: P/2019/7216			
SECTION:		SPEAR Reference Number: S161321T			
CROWN PORTION: 2 (PART) A of 1 (PART)		Certification			
TITLE REFERENCE: Vol. 12077 Fol. 283 Vol. 12483 Fol. 098		This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 21/03/2022			
LAST PLAN REFERENCE: Lot SL4 on PS731558T Lot C on PS833370U		Statement of Compliance			
POSTAL ADDRESS: Unit's 3 & 4 14 Corporate Avenue (at time of subdivision) ROWVILLE 3178		This is a statement of compliance issued under section 21 of the Subdivision Act 1988			
MGA 2020 CO-ORDINATES: E: 343 820 ZONE: 55 (of approx centre of land in plan) N: 5801 850		Public Open Space			
VESTING OF ROADS AND/OR RESERVES		NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON			
Road R1		Knox City Council			
Reserve No. 1		Knox City Council			
Reserve No. 2		United Energy Distribution Pty Ltd			
NOTATIONS		Lots 301 - 341 on this plan are affected by a restriction. Refer to Creation of Restrictions A & B on sheets 12 & 13 of this plan for details.			
DEPTH LIMITATION: Does Not Apply		OTHER PURPOSE OF PLAN			
SURVEY: This plan is based on survey.		1. To remove part of easement E-1 shown on PS833370U in so far as where it lies within Road R1 and lots 302, 303, 316, 317, 318, 319, 320, 321 and DD on this plan.			
STAGING: This is not a staged subdivision. Planning Permit No. P/2019/7216		2. To remove part of easement E-18 shown on PS833370U in so far as where it lies within lots 308, 321, 322 and 323 on this plan.			
BANKSIDE - Release No. 3		3. To remove easements E-31 and E-34 shown on PS833370U in so far as where they lie within Road R1 on this plan.			
Area of Release: 2.828ha		GROUND'S FOR REMOVAL:			
No. of Lots: 41 Lots, Superlot DD, and Balance Lots F, G, H & R		By directive in Planning Permit No. P/2019/7216.			
EASEMENT INFORMATION		WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	Drainage	See Diagram	LP7403	Land in LP7403	
			Inst. 870712	Lot 1 on LP7403	
			PS325008W	Melbourne Water Corporation	
E-2	Drainage	20	LP7403	Land in LP7403	
			Inst. 870712	Lot 1 on LP7403	
			PS325008W	Melbourne Water Corporation	
	Transmission of Electricity		C114011	S.E.C.V	
E-3	Drainage	See Diagram	LP7403	Land in LP7403	
			Inst. 870712	Lot 1 on LP7403	
			PS325008W	Melbourne Water Corporation	
	Transmission of Electricity		C114011	S.E.C.V	
			Inst. 2644869	S.E.C.V	
EASEMENT E-4 HAS BEEN OMITTED FROM THIS PLAN					
E-5	Sewerage	4	L18652J	Melbourne Water Corporation	
			PS731558T	South East Water Corporation	
SEE SHEETS 2, 3 & 4 FOR CONTINUATION OF EASEMENT DETAILS					
TAYLORS		SURVEYORS FILE REF: Ref. 22051-S3 Ver. 14		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 13
Urban Development Built Environments Infrastructure 8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorss.com.au		Digitally signed by: Leo Alexander Bateman, Licensed Surveyor, Surveyor's Plan Version (14), 11/09/2024, SPEAR Ref: S161321T		Land Use Victoria Plan Registered 08:10 AM 31/10/2024 Assistant Registrar of Titles	

				PS839262Q			
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
EASEMENTS E-6, E-7, E-8, E-24 & E-27 HAVE BEEN OMITTED FROM THIS PLAN							
E-9	Transmission of Electricity	See Diag.	C114011	S.E.C.V			
E-10	Transmission of Electricity	60.96	C114011	S.E.C.V			
			Inst. 2644869	S.E.C.V			
E-11	Transmission of Electricity	See Diagram	C114011	S.E.C.V			
			Inst. 1077181	S.E.C.V			
E-12	Transmission of Electricity	18.30	C683393	S.E.C.V			
E-13	Transmission of Electricity	60.96	C683393	S.E.C.V			
			A420581	S.E.C.V			
E-14	Transmission of Electricity	60.96	Inst. 1082484	S.E.C.V			
E-15	Drainage	5	LP7403	Land in LP7403			
			PS325008W	Melbourne Water Corporation			
E-16	Drainage & Sewerage	4	LP147177	Land in LP147177			
	Sewerage		C/E K110540	Melbourne Water Corporation			
			PS731558T	South East Water Corporation			
E-17	Drainage & Sewerage	4	LP147177	Land in LP147177			
	Sewerage		C/E K110540	Melbourne Water Corporation			
	Drainage		LP44529	Land in LP44529			
	Sewerage		PS731558T	South East Water Corporation			
E-18	Drainage & Sewerage	4	LP147177	Land in LP147177			
	Sewerage		C/E K110540	Melbourne Water Corporation			
	Drainage		LP53482	Land in LP53482			
	Sewerage		PS731558T	South East Water Corporation			
E-19	Drainage & Sewerage	2.44	LP147177	Land in LP147177			
	Drainage		LP53482	Land in LP53482			
E-20	Drainage & Sewerage	2.44	LP147177	Land in LP147177			
	Drainage		LP44529	Land in LP44529			
			LP53482	Land in LP53482			
E-21	Drainage & Sewerage	See Diag.	LP147177	Land in LP147177			
E-22	Drainage	2.44	LP44529	Land in LP44529			
			LP53482	Land in LP53482			
E-23	Drainage	See Diagram	LP87452	Land in LP87452			
			LP44529	Land in LP44529			
E-25	Drainage	2.44	LP44527	Land in LP44527			
			LP44528	Land in LP44528			
			LP44529	Land in LP44529			
E-26	Drainage	2.44	LP44527	Land in LP44527			
			LP44528	Land in LP44528			
			LP44529	Land in LP44529			
			LP53482	Land in LP53482			
E-28	Sewerage	See Diagram	U556039F	South East Water			
	Transmission of Electricity		C114011	S.E.C.V			
			Inst. 1077181	S.E.C.V			
SEE SHEET 3 FOR CONTINUATION OF EASEMENT DETAILS							
TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au			Digitally signed by: Leo Alexander Bateman, Licensed Surveyor, Surveyor's Plan Version (14), 11/09/2024, SPEAR Ref: S161321T		ORIGINAL SHEET SIZE: A3	Ref. 22051-S3 Ver. 14	SHEET 2
		Digitally signed by: Knox City Council, 18/10/2024, SPEAR Ref: S161321T					

				PS839262Q
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
	EASEMENTS E-32 & E-37 HAVE BEEN OMITTED FROM THIS PLAN			
E-29	Sewerage	See Diagram	U556039F	South East Water
	Transmission of Electricity		C114011	S.E.C.V
			Inst. 2644869	S.E.C.V
E-30	Sewerage	See Diagram	U556039F	South East Water
	Drainage		LP7403	Land in LP7403
			Inst. 870712	Lot 1 on LP7403
			PS325008W	Melbourne Water Corporation
	Transmission of Electricity		C114011	S.E.C.V
			Inst. 2644869	S.E.C.V
E-31	Drainage	See Diagram	LP7403	Land in LP7403
			Inst. 870712	Lot 1 on LP7403
			PS325008W	Melbourne Water Corporation
	Transmission of Electricity		C114011	S.E.C.V
			Inst. 1077181	S.E.C.V
E-33	Sewerage	See Diag.	PS731558T	South East Water Corporation
E-34	Drainage & Sewerage	See Diagram	LP147177	Land in LP147177
	Drainage		LP53482	Land in LP53482
	Sewerage		PS731558T	South East Water Corporation
E-35	Drainage & Sewerage	See Diagram	LP147177	Land in LP147177
	Sewerage		PS731558T	South East Water Corporation
E-36	Drainage & Sewerage	See Diagram	LP147177	Land in LP147177
	Drainage		LP44529	Land in LP44529
			LP53482	Land in LP53482
	Sewerage		PS731558T	South East Water Corporation
E-38	Drainage	3	This Plan	Knox City Council
	Sewerage			South East Water Corporation
E-39	Sewerage	See Diag.	This Plan	South East Water Corporation
E-40	Supply of Gas	See Diagram	This Plan	Multinet Gas (DB No.1) & Multinet Gas (DB No.2) (trading as Multinet Partnership)
	Supply of Water (Through underground pipes)			South East Water Corporation
E-41	Supply of Gas	See Diagram	PS833370U	Multinet Gas (DB No.1) & Multinet Gas (DB No.2) (trading as Multinet Partnership)
	Supply of Water (Through underground pipes)			South East Water Corporation
E-42	Transmission of Electricity	10	C114011	S.E.C.V
			Inst. 1077181	S.E.C.V
	Power Line		PS833369D Section 88 Electricity Industry Act 2000	United Energy Distribution Pty Ltd
E-43	Transmission of Electricity	10	Inst. 1082484	S.E.C.V
	Power Line		PS833369D Section 88 Electricity Industry Act 2000	United Energy Distribution Pty Ltd
SEE SHEET 4 FOR CONTINUATION OF EASEMENT DETAILS				
TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au				ORIGINAL SHEET SIZE: A3
				Ref. 22051-S3 Ver. 14
		Digitally signed by: Leo Alexander Bateman, Licensed Surveyor, Surveyor's Plan Version (14), 11/09/2024, SPEAR Ref: S161321T		Digitally signed by: Knox City Council, 18/10/2024, SPEAR Ref: S161321T
				SHEET 3

				PS839262Q
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-44	Power Line	See Diagram	This Plan Section 88 Electricity Industry Act 2000	United Energy Distribution Pty Ltd
	Transmission of Telecommunication Signals by Underground Cables		This Plan	Lots on This Plan
E-45	Sewerage	See Diagram	PS731558T	South East Water Corporation
	Power Line		This Plan Section 88 Electricity Industry Act 2000	United Energy Distribution Pty Ltd
	Transmission of Telecommunication Signals by Underground Cables		This Plan	Lots on This Plan
E-46	Sewerage	See Diagram	L18652J	Melbourne Water Corporation
			PS731558T	South East Water Corporation
	Power Line		This Plan Section 88 Electricity Industry Act 2000	United Energy Distribution Pty Ltd
	Transmission of Telecommunication Signals by Underground Cables		This Plan	Lots on This Plan
 Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au				
			Digitally signed by: Leo Alexander Bateman, Licensed Surveyor, Surveyor's Plan Version (14), 11/09/2024, SPEAR Ref: S161321T	ORIGINAL SHEET SIZE: A3 Ref. 22051-S3 Ver. 14 SHEET 4
			Digitally signed by: Knox City Council, 18/10/2024, SPEAR Ref: S161321T	

PS839262Q



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:4000

40 0 40 80 120 160
LENGTHS ARE IN METRES

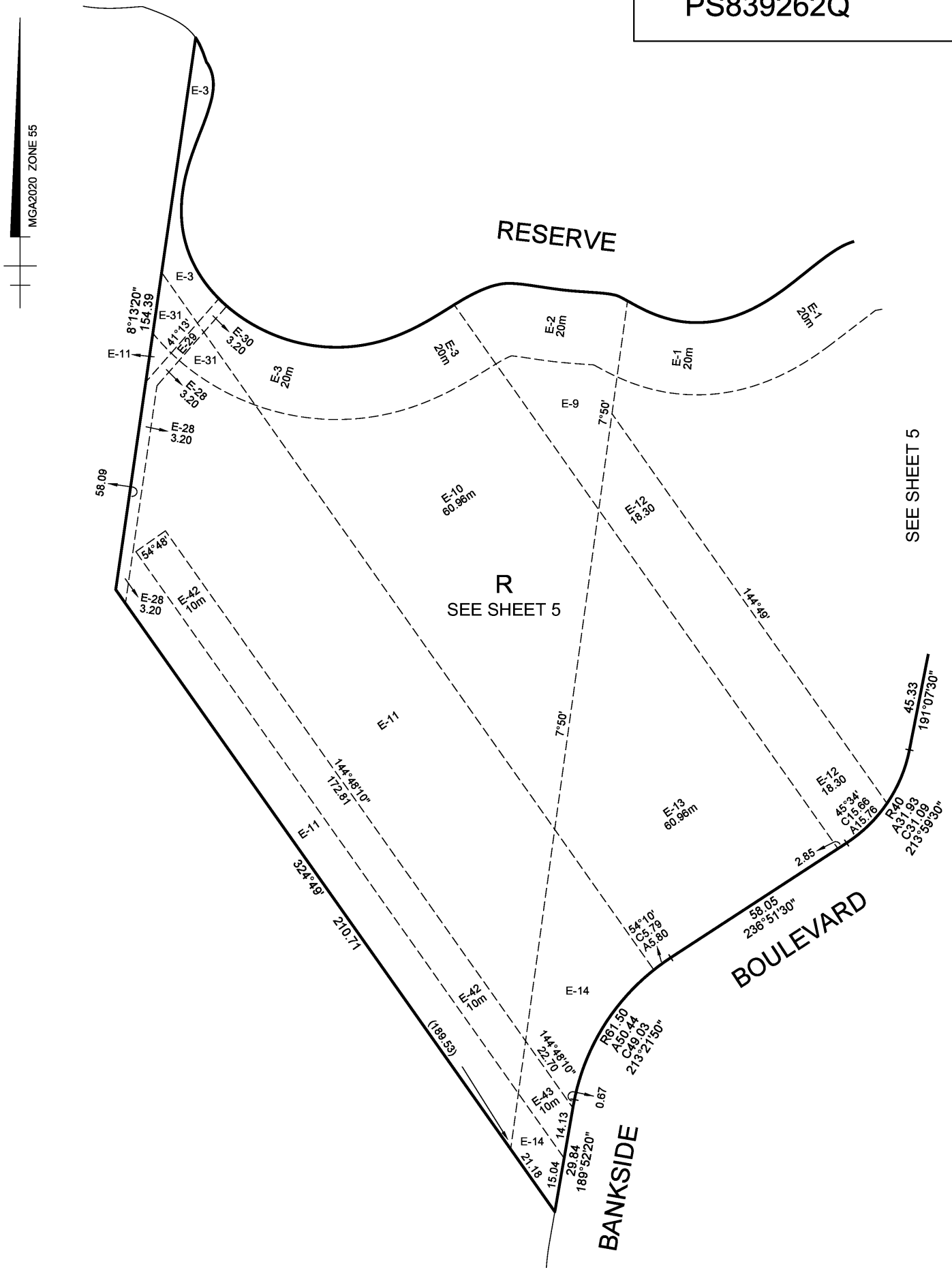
Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (14),
11/09/2024, SPEAR Ref: S161321T

ORIGINAL SHEET
SIZE: A3

Ref. 22051-S3
Ver. 14

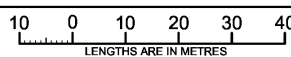
SHEET 5

Digitally signed by:
Knox City Council,
18/10/2024,
SPEAR Ref: S161321T



Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | **Web:** taylorstds.com.au

SCALE
1:1000



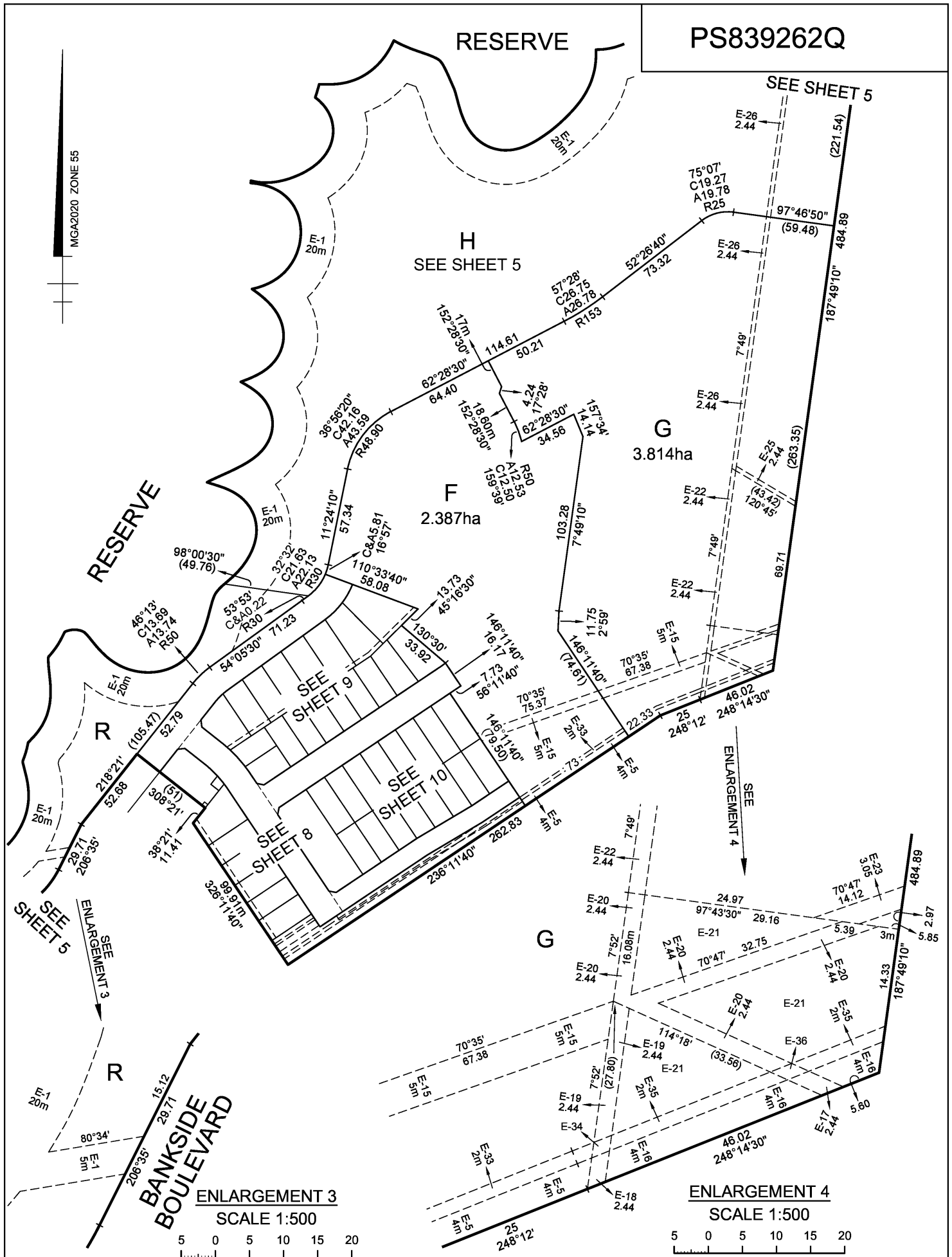
Digitally signed by: Leo Alexander Bateman, Licensed
Surveyor,
Surveyor's Plan Version (14),
11/09/2024, SPEAR Ref: S161321T

ORIGINAL SHEET
SIZE: A3

Ref. 22051-S3
Ver. 14

Digitally signed by:
Knox City Council,
18/10/2024,
SPEAR Ref: S161321T

SHEET 6



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
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LENGTHS ARE IN METRES

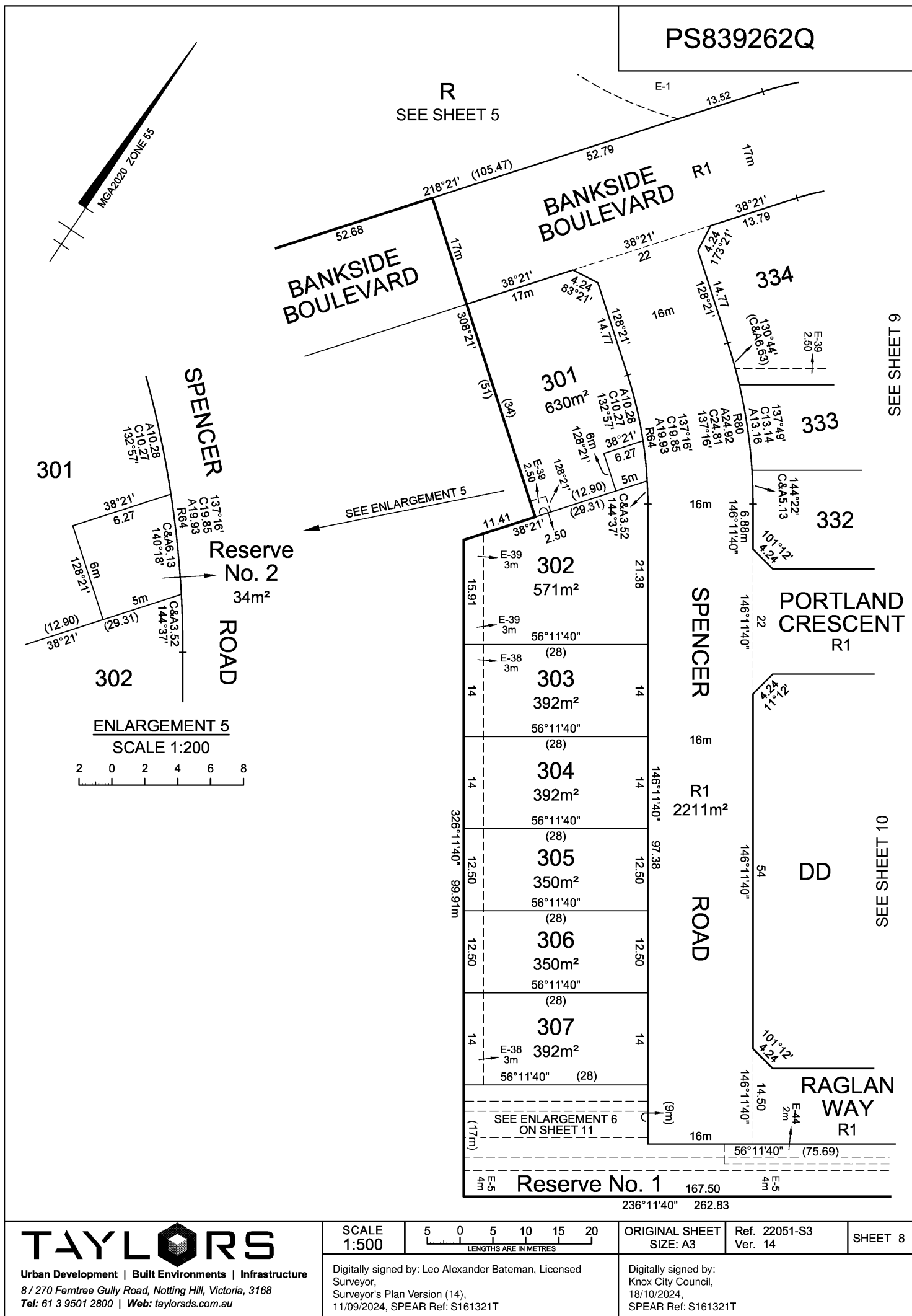
Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (14),
11/09/2024, SPEAR Ref: S161321T

ORIGINAL SHEET
SIZE: A3

Ref. 22051-S3
Ver. 14

Digitally signed by:
Knox City Council,
18/10/2024,
SPEAR Ref: S161321T

SHEET 7





Urban Development | Built Environments | Infrastructure
 8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

Amended by: Leo Alexander Bateman, Licensed Surveyor 28/10/2024.

PS839262Q

CREATION OF RESTRICTION A

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

BURDENED LAND: See Table 1

BENEFITED LAND: See Table 1

DESCRIPTION OF RESTRICTION:

The registered proprietors for the time being of any burdened lot to which this restriction applies must not:-

1. Build or allow to be built or remain on the lot or any part of it:
 - 1.1. Any dwelling house or structure other than a dwelling house or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Bankside Design Review Panel in accordance with Pask's Bankside Living Design Principles ("Design Principles") as amended from time to time subject to the satisfaction of Knox City Council as referenced in MCP Dealing No. AA010094 ; and
 - 1.2. Any dwelling house or structure other than a dwelling house or structure which complies with the provisions of the Design Principles.

Expiry date: 01/01/2030

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
301	302
302	301, 303
303	302, 304
304	303, 305
305	304, 306
306	305, 307
307	306
308	309, 323
309	308, 310, 322
310	309, 311, 321
311	310, 312, 320
312	311, 313, 319
313	312, 314, 318
314	313, 315, 317
315	314, 316
316	315, 317
317	314, 316, 318
318	313, 317, 319
319	312, 318, 320
320	311, 319, 321
321	310, 320, 322

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
322	309, 321, 323
323	308, 322
324	325, 341
325	324, 326, 340, 341
326	325, 327, 339, 340
327	326, 328, 339
328	327, 329, 338, 339
329	328, 330, 337, 338
330	329, 331, 336, 337
331	330, 332, 333, 335, 336
332	331, 333
333	331, 332, 334, 335
334	333, 335
335	331, 333, 334, 336
336	330, 331, 335, 337
337	329, 330, 336, 338
338	328, 329, 337, 339
339	326, 327, 328, 338, 340
340	325, 326, 339, 341
341	324, 325, 340

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (14),
11/09/2024, SPEAR Ref: S161321T

ORIGINAL SHEET
SIZE: A3

Ref. 22051-S3
Ver. 14

SHEET 12

Digitally signed by:
Knox City Council,
18/10/2024,
SPEAR Ref: S161321T

PS839262Q

CREATION OF RESTRICTION B

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

BURDENED LAND: See Table 2

BENEFITED LAND: See Table 2

DESCRIPTION OF RESTRICTION:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies must not :-

Build or permit to be built or remain on the lot any building or garage on a side boundary of a lot unless the building or garage is set back a minimum of one metre from the other side boundary of that lot in order to provide the required reasonable access for maintenance of any sewer assets at the rear of the lot by the relevant authority.

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
301	302
302	301, 303
303	302, 304
304	303, 305
305	304, 306
306	305, 307
307	306
324	325, 341
325	324, 326, 340, 341
326	325, 327, 339, 340
327	326, 328, 339
328	327, 329, 338, 339

TABLE 2 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
329	328, 330, 337, 338
330	329, 331, 336, 337
331	330, 332, 333, 335, 336
334	333, 335
335	331, 333, 334, 336
336	330, 331, 335, 337
337	329, 330, 336, 338
338	328, 329, 337, 339
339	326, 327, 328, 338, 340
340	325, 326, 339, 341
341	324, 325, 340



Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (14),
11/09/2024, SPEAR Ref: S161321T

ORIGINAL SHEET
SIZE: A3

Ref. 22051-S3
Ver. 14

SHEET 13

Digitally signed by:
Knox City Council,
18/10/2024,
SPEAR Ref: S161321T



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 17/12/2024 04:54:13 PM

Status	Registered	Dealing Number	AY573480D
Date and Time Lodged	07/11/2024 03:16:23 PM		

Lodger Details

Lodger Code	16977H
Name	ST GEORGE BANK
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

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

Privacy Collection Statement

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

Land Title Reference

12580/232

Transferor(s)

Name	ENIGMA DEVELOPMENTS PTY LTD
ACN	600928818

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 791000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	PALLAVI ADWAIT
Family Name	KALE
Address	
Street Number	86
Street Name	BANKSIDE
Street Type	BOULEVARD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality ROWVILLE
State VIC
Postcode 3178

Given Name(s) ADWAIT GIRISH
Family Name KALE

Address
Street Number 86
Street Name BANKSIDE
Street Type BOULEVARD
Locality ROWVILLE
State VIC
Postcode 3178

Duty Transaction ID
6123368

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	ENIGMA DEVELOPMENTS PTY LTD
Signer Name	MARCUS ROY FORD
Signer Organisation	COOPER GRACE WARD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	06 NOVEMBER 2024

Execution

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

Executed on behalf of	PALLAVI ADWAIT KALE ADWAIT GIRISH KALE
Signer Name	KABUL SINGH MANGAT
Signer Organisation	SARGEANTS DANDENONG
Signer Role	CONVEYANCING PRACTICE
Execution Date	07 NOVEMBER 2024



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

File Notes:

NIL

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

Statement End.



Supplementary valuations, rates and charges notice 2024-2025

Knox City Council, 511 Burwood Highway, Wantirna South VIC 3152
T 9298 8000 E knoxcc@knox.vic.gov.au W knox.vic.gov.au
Interpreter 131 450 National Relay Service 133 677

Assessment number

Quote this number when contacting us

187033 7

Issue date

27-Nov-2024

Total Payable

\$1,502.55

P A Kale and A G Kale
86 Bankside Blvd
ROWVILLE VIC 3178

Property and valuation details

These valuations are prepared by the state government for rating and taxation purposes only

Address: 86 Bankside Boulevard, ROWVILLE VIC 3178		
Legal description: Lot 334 PS 839262Q		
Land use: Vacant Land	AVPCC 100 Vacant Residential Home SiteSurveyed Lot	
Capital Improved Value: \$ 550,000	Site value: \$ 550,000	Net annual value: \$ 27,500
Valued as at: 01/01/2024	Valuation applied from: 01/11/2024	Ward: Tirhatuan

Rates and charges for 1 July 2024 to 30 June 2025 (Declared 24 June 2024)

Particulars	Charge	Value	Amount
Vacant Land Rates	0.00366260	550,000	\$1,370.85
Fire Services Property Levy Residential Fixed			\$87.75
Commercial Rates	0.00366260	550,000	\$9.55
Fire Services Property Levy Residential Variable	0.00008700	550,000	\$32.50
Fire Services Property Levy Commercial Fixed			\$0.20
Fire Services Property Levy Commercial Variable	0.00066400	550,000	\$1.70

Payment options Please read over the page for more information on each option. You can only choose one option.

Payment in full	OR	4 instalments	OR	9 instalments Please read full details about this option over page
Due 15 Feb 2025 \$1,502.55		\$ Due 30 Sep 24 \$ Due 30 Nov 24 \$ 727.75 28 Feb 25 \$ 774.80 31 May 25		

Where to pay



Visa or Mastercard

(0.4% surcharge added)

Call: 1300 668 153

Visit: www.knox.vic.gov.au/rates

Scan: QR Code.



BPAY®

Online or phone banking

Billers Code: 18077

Ref: 187033 7

BPAY View®

Registration No: 187033 7



Pay in person

Knox City Council Civic Centre
511 Burwood Hwy, Wantirna South
Monday – Friday, 8.30am – 5pm



Mail

Knox City Council - 511 Burwood Hwy, Wantirna South, VIC, 3152. Make cheques out to Knox City Council. Write your assessment number on the back.



Direct Debit

(0.4% surcharge added for credit cards)

Pay from a bank account or credit card.

Register at www.knox.vic.gov.au/rates

or scan the QR code. Cancel at any time.



Post Billpay

In store at any Post Office

Payment options Please choose one

Payment in full

You must pay any overdue total by 30 September 2024.

The 2024/25 rates are due by 15 February 2025.

A reminder notice will be sent during January 2025 showing the balance payable.

4 instalments

You must pay the first instalment by 30 September 2024. This includes any overdue amounts. If any balance of the first instalment remains unpaid after 30 September 2024, then by default, the balance of your 2024/2025 rates will all be due by 15 February 2025.

When this occurs, no further instalment notices are issued for the remainder of the current rating year.

9 instalments

No further notices will be sent for this rating year.

To register you must do **both** of the following by 30 September 2024

- Pay the first instalment including any overdue amounts; and
- Register your assessment number by **SMS to 0481 891 010**

Council will schedule and send an SMS reminder for the 8 remaining monthly payments; 7 days before each due date.

Registered Direct Debit payers – NO ACTION required.

You may apply to Council for a payment plan. Refer to Council’s Payment Assistance Policy for further details.

All rating differentials adopted by Council for 2024/2025 are shown for comparative purposes only. The rates shown are based on the same rateable valuation.

Residential	Vacant Land	Derelict Land	Commercial	Industrial	Retirement	Recreational
550,000	550,000	550,000	550,000	550,000	550,000	550,000
0.0014650	0.0036626	0.0043951	0.0036626	0.0038824	0.0010988	0.0014650
\$ 805.75	\$2,014.43	\$2,417.31	\$2,014.43	\$2,135.32	\$ 604.34	\$ 805.75

Pensioners

Holders of a Pensioner Concession Card and some Veterans’ Affairs Gold Cards may be entitled to a rebate on their rates. Health care cards are not accepted. If you have previously applied, you do not need to reapply. If the rebate does not appear on your rates notice you may need to apply.

Application forms and eligibility details are available at www.knox.vic.gov.au/rates or by calling Council on 9298 8000.

Payment Assistance Policy

If you have difficulty paying your rates, please contact Council before the due date as an alternative payment plan may be available under Council’s Payment Assistance Policy.

Visit www.knox.vic.gov.au/rates or call Council on 9298 8000.

Late payments

Interest will be charged from the due date. This will continue until all rates are paid in full. The penalty interest rate is applied in accordance with section 172 of the *Local Government Act 1989*.

Other penalties for failing to pay

Council may start legal action in the Magistrates’ Court to recover any outstanding rates and/or charges. This may result in further costs added to the account.

Change of property ownership and address details

When there is a change in property ownership, a Notice of Acquisition must be submitted to Council within 30 days of settlement.

If you change your mailing address, please notify Council in writing to the email or postal address on the front of the notice.

Privacy statement

The information appearing on this notice is used by Council to collect Council rates and other charges. We also use this information to update Council databases.

You may view Council’s Privacy Policy and Statement at www.knox.vic.gov.au or call Council on 9298 8000 to obtain a copy.

Fire Services Property Levy

The Fire Services Property Levy is set by the state government to fund the State Fire Services. It is included in the Council rates but given to the state government. The levy has fixed and variable parts.

The owners of rateable and non-rateable land may apply for a waiver or deferral in respect of the Fire Services Property Levy in accordance with section 27 and 28 of the *Fire Services Property Levy Act 2012*. Further details available on www.firelevy.vic.gov.au

Allocation of payments

Whenever you make a payment the money is allocated in this order (as applicable):

1. Legal costs
2. Interest charges
3. Overdue rates and charges
4. Current year rates and charges

Victorian Government capping on council rate revenue

The Victorian Government’s Fair Go Rates System directs that councils can only raise an additional 2.75% in total rate income, compared to the previous year.

Council has complied with the Victorian Government’s rate cap of 2.75%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

1. the valuation of your property relative to the valuation of other properties in the municipality
2. the application of any differential rate by Council
3. the inclusion of other rates and charges not covered by the Victorian Government’s rate cap.

Australian Valuation Property Classification Code (AVPCC)

A property is allocated an AVPC Code to determine the land use classification.

The code is used to calculate the Fire Services Property Levy. If a property has more than one use, the code will be determined by the primary use.

Your objection rights as a ratepayer

Objection on the valuation of your property

If you disagree with the assessment of the value and/or the AVPCC, you may lodge an objection to <https://ratingvaluationobjections.vic.gov.au>

You must do this:

- within two months after the Annual Rates Notice or Supplementary Rates Notice is sent directly to the owner
- within four months after the Annual Rates Notice or Supplementary Rates Notice is given to the occupier who is not the owner.

Even if you lodge an objection the rates and charges must be paid. This is the law as required by section 29 of the *Valuation of Land Act 1960*.

Objection on Council rates and charges

If you disagree with a rate or charge imposed by Council, you may appeal to the County Court under Section 184 of the *Local Government Act 1989*.

A person may only appeal on one or more of the following grounds:

- that the land is not rateable land
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated

Any appeal must be lodged with the County Court within 30 days of receiving this notice. A person cannot appeal to the County Court where an objection or appeal may be made under the *Valuation of Land Act 1960* (see above).

Review of differential rating classification Do you think the rating classification is incorrect?

You may apply to the Victorian Civil and Administrative Tribunal. Applications must be made within 30 days of the owner or occupier receiving this rates notice. This is allowed under Section 183 of the *Local Government Act 1989*.



*375 1870337 In Full



*375 1870337 Instalment 4



*375 1870337 Instalment 9

P A Kale and A G Kale
86 Bankside Blvd
ROWVILLE VIC 3178

Dear Ratepayer

Supplementary Valuations - 86 Bankside Boulevard, ROWVILLE VIC 3178 Lot 334 PS 839262Q

Effective Date of Valuation 01/11/2024

I advise a supplementary valuation of the above property has been submitted for rating purposes. The *Valuation of Land Act 1960* provides that a supplementary valuation may be made for many reasons including but not limited to a subdivision, a change in occupancy, a new building or additions to a building.

The supplementary valuations and the revised rates and charges payable on the property are shown on the supplementary notice we have issued. Any changes resulting from the supplementary valuations have been calculated on a pro-rata basis using the effective date of valuation.

This supplementary notice replaces any previous rate notice you have received for this rating year and is the only amount required to be paid this rating year.

Please note, these valuations may be used by South East Water or State Revenue Office for the purposes of assessing a rate or tax.

If you disagree with the supplementary valuations shown on the supplementary notice you may lodge an objection within two months of the issue date. The grounds for objection are limited to section 17 of the *Valuation of Land Act 1960*. If you are aggrieved by the rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge, you may appeal within 30 days of receiving this notice to the County Court under section 184 of the *Local Government Act 1989*.

Please note, even if an objection is lodged, any balance payable on the supplementary notice must be paid as required by section 29 of the *Valuation of Land Act 1960*.

Enquiries about supplementary valuations can be directed to rates.valuers@knox.vic.gov.au. Any queries relating to the rates payable should be directed to knoxcc@knox.vic.gov.au.

Your sincerely



Zoran Krstevski

Coordinator Rates and Valuations

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 19 December 2024 02:14 PM

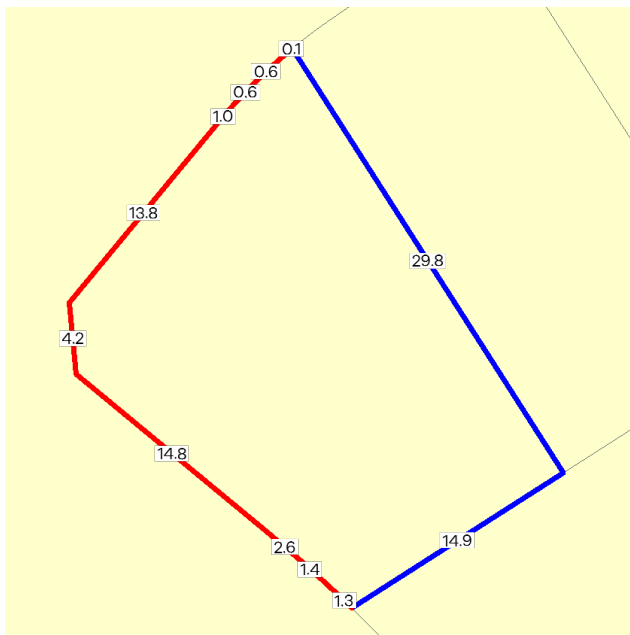
PROPERTY DETAILS

Address: **86 BANKSIDE BOULEVARD ROWVILLE 3178**
Lot and Plan Number: **Lot 334 PS839262**
Standard Parcel Identifier (SPI): **334\PS839262**
Local Government Area (Council): **KNOX**
Council Property Number: **187033**
Directory Reference: **Melway 72 F12**

www.knox.vic.gov.au

SITE DIMENSIONS

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



Area: 500 sq. m

Perimeter: 90 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.

8 overlapping dimension labels are not being displayed

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **ROWVILLE**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



PROPERTY DETAILS

Address:	86 BANKSIDE BOULEVARD ROWVILLE 3178	
Lot and Plan Number:	Lot 334 PS839262	
Standard Parcel Identifier (SPI):	334\PS839262	
Local Government Area (Council):	KNOX	www.knox.vic.gov.au
Council Property Number:	187033	
Planning Scheme:	Knox	Planning Scheme - Knox
Directory Reference:	Melway 72 F12	

UTILITIES

Rural Water Corporation:	Southern Rural Water
Melbourne Water Retailer:	South East Water
Melbourne Water:	Inside drainage boundary
Power Distributor:	UNITED ENERGY

STATE ELECTORATES

Legislative Council:	SOUTH-EASTERN METROPOLITAN
Legislative Assembly:	ROWVILLE

OTHER

Registered Aboriginal Party:	Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation
------------------------------	--

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is in a designated bushfire prone area.

Planning Zone	GENERAL RESIDENTIAL ZONE (GRZ) GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)
Planning Overlay	DEVELOPMENT PLAN OVERLAY (DPO) DEVELOPMENT PLAN OVERLAY - SCHEDULE 13 (DPO13) ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

Areas of Aboriginal Cultural Heritage Sensitivity

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

Planning Zones

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

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



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

Planning Overlays

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 13 \(DPO13\)](#)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 13 December 2024.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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