Contract of Sale of Land

Property:

34 Freshfields Drive, Cranbourne North VIC 3977

DDSS Legal Pty Ltd
2 Waterbush Crescent
LYNDHURST VIC 3975
Tel: 0397029990
Fax: 03 8725 0203
Ref: AJ:26398

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

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

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

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

PUSHPINDER DHALIWAL

Name of individual Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

RAMANDEEP KAUR

Name of individual Signature of individual

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

The **DAY OF SALE** is the date by which both parties have signed this contract.4

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Particulars of Sale

Vendor's estate agent

Name:

Address:

Email:

Tel: Mob: Ref:

Vendor

Name: PUSHPINDER DHALIWAL and RAMANDEEP KAUR

Address: Unit 10, 2 McKelvie Court, Glen Waverley VIC 3150

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: DDSS Legal Pty Ltd

Address: 2 Waterbush Crescent, Lyndhurst VIC 3975

Email: admin@ddsslegal.com.au

Tel: 0397029990 Mob: Ref: 26398

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11470	Folio	095	2404	PS 702955W

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 34 Freshfields Drive, Cranbourne North VIC 3977

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

.....

Payment

Price $ .....

Deposit $ ..... by (of which has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on 04 / 07 /2026 with [.....] options to renew, each of [.....] years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 –Condition of Property

1.1 The purchaser acknowledges that the Purchaser has inspected the Property prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property in their present condition and state of the boundary lines and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to arrange any defects on the property.

1.2. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said condition as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits, Consents and/or completion of inspections by the relevant authorities in respect of any improvements thereon

1.3 The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their 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.

1.4 If the contract relates to a purchase of vacant land, the purchaser acknowledge that he has inspected the land and accepts the property in the current condition. The purchase shall not require the vendor to re-install boundary pegs and/or to clean the land prior to settlement.

Special Condition 2 – Restrictions

2.1 The Purchaser buys the Property subject to the following restrictions (Restrictions):

(a) Any misdescription of the Land or inaccuracy in the area or measurements of the Land; or
(b) Any Laws affecting the Land and any failure to comply with those Laws; or
(c) Any rights of or claims by any municipal or statutory authority; or
(d) Any improvements not being erected within the boundaries of the Land or
(e) Any improvements encroaching onto the Land; or
(f) The Condition of the Property.

2.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price in connection with any Restriction.

2.3 The Purchaser may not call upon the Vendor to:
(a) Amend title or to bear the cost of amending title; or
(b) Fix any Restriction or to bear the cost of fixing any Restriction.

Special Condition 3 – Planning

3.1 The Vendor makes no warranty that the Property may be used for any particular purpose.

3.2 The Purchaser buys the Property subject to any restrictions on the use of the Property under:

(a) The applicable planning scheme.
(b) Any planning permits for or affecting the Property; and
(c) Any other planning controls affecting the Property.

3.3 A Planning Restriction does not constitute a defect in the Vendor's title to the Property or affect the validity of the Contract.

3.4 The Purchaser cannot make any objection to or be entitled to any compensation from the Vendor because of any Planning Restriction.

Special condition 4- Nomination

4.1 If a Purchaser nominates a substitute or additional purchaser under General Condition 4, they may do so, provided that:

(a) Signed nomination documents are provided to the Vendor's Conveyancers; and any other documents required by State Revenue Office and

4.2 If the Purchaser nominates a substitute or additional purchaser, the Purchaser and any Guarantor(s):

(a) Remains personally liable for the performance of all of the Purchasers' obligations under this Contract; and
(b) Indemnify the Vendor against all claims, demands, interest or penalties arising from the nomination.

4.3 If the Purchaser nominates a substitute or additional purchaser, and that purchaser is a company which is not listed on a recognized Australian Stock Exchange, then the Vendor may require that at least two directors of the nominated company (or if the nominated company be sole director company, then the sole director) must execute the Guarantee at the time of the nomination.

Special Condition 5– Representation and Warranty as to building (if there is a building)

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

Special Condition 6- Default

6.1 General Condition 35 is amended by adding the following new paragraph at the end of the condition.

The vendor gives notice to the Purchaser that in the event that the Purchaser is default under the contract and/or 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 payment of the residue as defined in the contract ("the due date") the vendor will or may suffer the following reasonably foreseeable loses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

(a) legal cost and expenses as between legal Practitioner or Conveyancer and own Client.
(b) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
(c) interest payable to the Vendor under any existing Mortgage over the property calculated from the due date for settlement.
(d) accommodation expenses necessarily incurred by the Vendor.
(e) penalties payable by the vendor through any delay in completion of the Vendor's purchase of another property;
(f) The Vendor's conveyancer's legal fees for issuing Default notice due to the breach of the contract by the purchaser is $900.00 plus GST. The exercise of the Vendor's right hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this Contract or otherwise.

Special condition 7 - Foreign Investment Review Board

The purchaser(s) warrants to the Vendor: -

(a) That the purchaser is ordinarily a resident in Australia; or
(b) That the purchaser is not a corporation, business or trust in which there is substantial foreign interest within the meaning of the Foreign Acquisition and Takeovers Act 1975; and
(c) That the provisions of the Foreign Acquisition and Takeovers Act 1975 and the Foreign Acquisitions and Takeovers Regulations 1989 requiring the obtaining of consent to this Contract do not apply to the Purchaser(s).

In the event of there being a breach of this warranty, whether intentional or not, the purchaser agrees to indemnify and to compensate:

The vendor in respect of any loss, damage, expense, penalty, fine or legal costs which may be incurred by the vendor as a consequence of that breach of warranty.

This warranty and indemnity shall not merge on the completion of this Contract.

Special Condition 8 – Purchaser buying unequal interest

9.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

9.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of the variation.

9.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's 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 differing from those in the contract.

9.4 This special condition will not merger on completion.

9.5 The Vendor makes no warranty as to the amount of stamp duty payable by the Purchaser on the Transfer of Land

Special condition 9 - Finance (not applicable if property sold at auction)

General Condition 20 is amended by adding the following new paragraph at the end of the condition

If this Contract is subject to loan approval and the Purchaser attempts to end the Contract on the basis that is unable to obtain finance approval by the approval date, the Purchaser must provide written proof to the Vendor from the nominated lender refusing finance approval to the Purchaser, failing which the Purchaser shall be deemed to have obtained finance approval.

Special condition 10 - Guarantee and Indemnity Form

If a company purchases the property:

(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
(b) The directions of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

GC 23 – special condition

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

GC 28 – special condition

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

General Conditions

Contract signing

ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
(b) any reservations, exceptions and conditions in the crown grant; and
(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and
(b) is under no legal disability; and
(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 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.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the Transfer of Land Act 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and
(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

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

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
15.2 In this general condition “deposit bond” means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

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

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:
(a) the purchaser must pay the balance; and
(b) the vendor must:
(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this general condition unless the context requires otherwise.
24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
(b) promptly provide the vendor with proof of payment; and
(c) otherwise comply, or ensure compliance, with this general condition;
(a) despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

(a) despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

(a) However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(b) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(c) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

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

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

25.11 The vendor warrants that:

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

in section 14-255; and

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

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Vendor Statement

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

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

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

Land	34 FRESHFIELDS DRIVE, CRANBOURNE NORTH VIC 3977

Vendor's name	PUSHPINDER DHALIWAL	Date / /
Vendor's signature	_____	
Vendor's name	RAMANDEEP KAUR	Date / /
Vendor's signature	_____	

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $5,000.00

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

unregistered):

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.1 **Road Access**

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

3.2 **Designated Bushfire Prone Area**

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

3.3 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Copy of Title
Copy of Plan
Covenant
Agreement
Property Reports
Council Rates
Water Bill
Residential Rental Agreement

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 (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 11470 FOLIO 095

Security no : 124133081757U
Produced 18/03/2026 05:27 PM

LAND DESCRIPTION

Lot 2404 on Plan of Subdivision 702955W.
PARENT TITLE Volume 11444 Folio 556
Created by instrument PS702955W 28/01/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PUSHPINDER DHALIWAL of UNIT 10 2 MCKELVIE COURT GLEN WAVERLEY VIC 3150
RAMANDEEP KAUR of UNIT 10 2 MCKELVIE COURT GLEN WAVERLEY VIC 3150
AK908430E 18/02/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ551823P 02/09/2025
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS702955W 28/01/2014

COVENANT AK908430E 18/02/2014

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

AGREEMENT Section 173 Planning and Environment Act 1987
AK188291A 14/02/2013

DIAGRAM LOCATION

SEE PS702955W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 34 FRESHFIELDS DRIVE CRANBOURNE NORTH VIC 3977

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 02/09/2025

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS702955W**
Number of Pages (excluding this cover sheet)	**5**
Document Assembled	**18/03/2026 17:27**

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Signed by Council: Casey City Council, Council Ref: SubA00061/13, Original Certification: 11/12/2013, S.O.C.: 16/01/2014

PLAN OF SUBDIVISION

STAGE No.	LRS USE ONLY	PLAN NUMBER
--	EDITION 1	PS 702955W

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: - - - - -

SECTION: - - - - -

CROWN ALLOTMENT: 29 (PART)

CROWN PORTION: - - - - -

TITLE REFERENCES: VOL 11444 FOL 556

LAST PLAN REFERENCE: LOT B PS711611F

POSTAL ADDRESS: (at time of subdivision) THOMPSONS ROAD CRANBOURNE NORTH 3977

MGA CO-ORDINATES: (of approx. centre of plan) E: 353300 N: 5783230 ZONE: 55 DATUM: GDA94

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CASEY CITY COUNCIL
ROAD R2	ROADS CORPORATION
RESERVE No. 1	CASEY CITY COUNCIL
RESERVE No. 2	CASEY CITY COUNCIL
RESERVE No. 3	CASEY CITY COUNCIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CASEY CITY COUNCIL **REF:**

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.
2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / / .
3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE.

(ii) THE REQUIREMENT HAS BEEN SATISFIED.

(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE

COUNCIL DELEGATE

COUNCIL SEAL

DATE / / .

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988

COUNCIL DELEGATE

COUNCIL SEAL

DATE / / .

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

STAGING THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No.

NOTES:

TANGENT POINTS ARE SHOWN THUS:

LOTS 1 TO 2400 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

THIS IS A SPEAR PLAN

TOTAL ROAD R1 AREA IS 3422m²
TOTAL ROAD R2 AREA IS 456m²

SURVEY: THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). PM 18 & PM 19 IN PROCLAIMED SURVEY AREA No. 45

EASEMENT INFORMATION

LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	DRAINAGE	SEE PLAN	P.S.643400W	LAND IN P.S.643400W AND CASEY CITY COUNCIL.
(E-1)	SEWERAGE	SEE PLAN	P.S.643400W	SOUTH EAST WATER CORPORATION
(E-2)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND CASEY CITY COUNCIL
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
(E-3)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND CASEY CITY COUNCIL
(E-3)	SEWERAGE	SEE PLAN	PS711611F	SOUTH EAST WATER CORPORATION

NOTATIONS

ESTATE: THE AVENUE
STAGE: 24 **No. OF LOTS:** 14
AREA: 1.100 ha **MEL:** 131:K:10

LRS USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☑

DATE 16 / 1 / 2014

LRS USE ONLY

PLAN REGISTERED
TIME: 10:54am
DATE: 28 / 1 / 2014

R. W. Grimwood
Assistant Registrar of Titles

SHEET 1 OF 4 SHEETS

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

CHECKED LW DATE: 01/10/13

LICENSED SURVEYOR: GEOFF W. HUMPHREY

SIGNATURE: . . . . DIGITALLY SIGNED . . .

REF: 7852/24 VERSION: 6

. . . . . .
DATE / /
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd) Surveyor's Plan Version (6) SPEAR Ref: S033688C 10/10/2013

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1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

ORIGINAL SHEET SIZE A3

SCALE 1:1250

SCALE
20 0 20 40 60
LENGTHS ARE IN METRES

LICENSED SURVEYOR: GEOFF W. HUMPHREY
SIGNATURE: .....DIGITALLY SIGNED...
REF: 7852/24
VERSION: 6

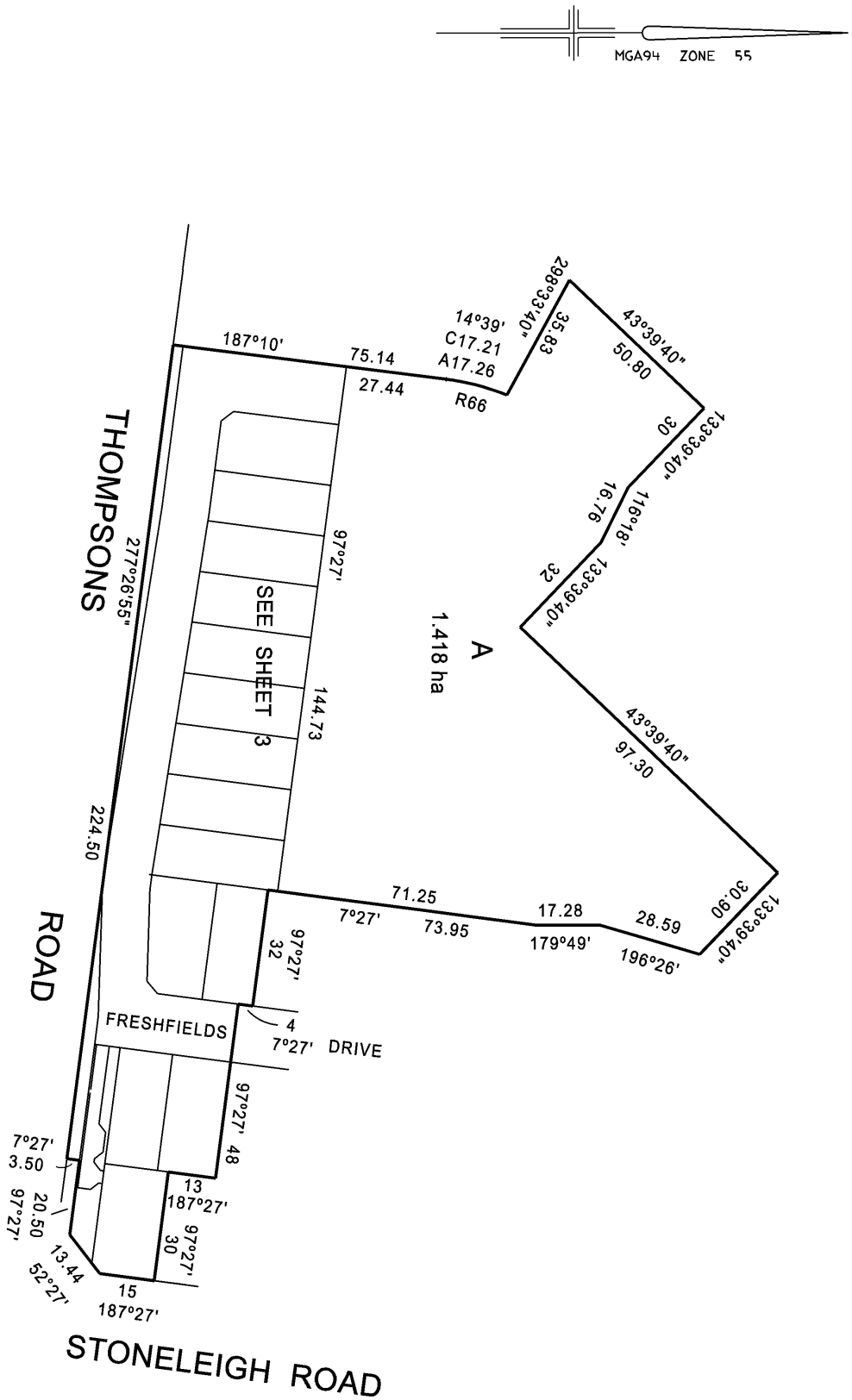
SHEET 2

COUNCIL DELEGATE SIGNATURE
..... / / .

PLAN OF SUBDIVISION

STAGE No. --

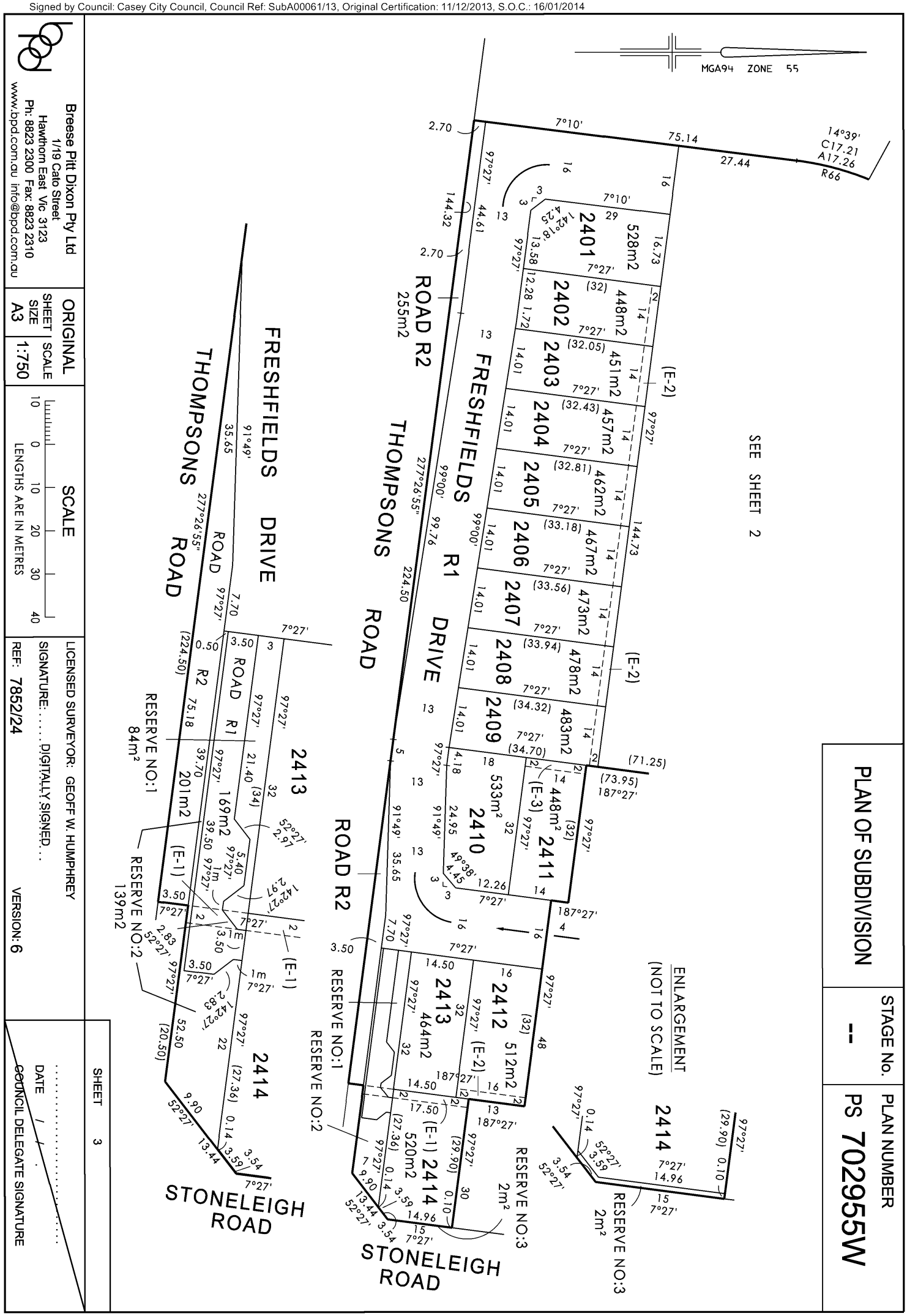
PLAN NUMBER PS 702955W



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Signed by Council: Casey City Council, Council Ref: SubA00061/13, Original Certification: 11/12/2013, S.O.C.: 16/01/2014

PLAN OF SUBDIVISION	STAGE No. --	PLAN NUMBER PS 702955W

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

RESTRICTION : 1

Land to benefit : Lots 2401 to 2414 (both inclusive).

Land to be burdened: Lots 2401 to 2414 (both inclusive).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened shall not, without the permission of the Responsible Authority, construct or permit to be constructed:

(i) Any garage openings that occupy more than 40% of the width of the lot frontage; and

(ii) Any garage that is closer to the front than 5.50 metres and

(iii) Any garage that is not at least 0.84 metres behind the front wall of the dwelling.

Please note that this restriction will sunset upon the issue of a certificate of occupancy for the whole dwelling on each of the lots.

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SHEET 4

ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: GEOFF W. HUMPHREY SIGNATURE: . . . . . DIGITALLY SIGNED . . REF: 7852/24 VERSION: 6	. . . . . . DATE / / . COUNCIL DELEGATE SIGNATURE
A3				

Signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd) Surveyor's Plan Version (6) SPEAR Ref: S033688C 10/10/2013

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Plan of Subdivision PS702955W

Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S033688C
Plan Number: PS702955W
Responsible Authority Name: Casey City Council
Responsible Authority Reference Number 1: SubA00061/13
Surveyor's Plan Version: 6

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate:	Michele Annette Scarlett
Organisation:	Casey City Council
Date:	11/12/2013

Signed by: Michele Annette Scarlett (Casey City Council) 11/12/2013

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AK908430E

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

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Lodged by
Name: 1353015
Phone:
Address:
Reference:
Customer Code: 15450G

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio)*

Certificate of Title Volume 11470 Folio 095

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

All its estate and interest in fee simple

Consideration:

One hundred and eighty-two thousand dollars only ($182,000.00)

Transferor: *(full name)*

1715 THOMPSONS ROAD PTY LTD (ACN 130 125 067)

Transferee: *(full name and address including postcode)*

PUSHPINDER DHALIWAL & RAMANDEEP KAUR both of Unit 10, 2 McKelvie Court, Glen Waverley Vic 3150

Directing Party: *(full name)* NIL.

Creation and/or Reservation of Easement and/or Restrictive Covenant

"AND THE SAID TRANSFEREE WITH THE INTENTION THAT THE BENEFIT OF THIS COVENANT SHALL BE ATTACHED TO AN RUN AT LAW AND IN EQUITY WITH EVERY LOT ON PLAN OF SUBDIVISION NO. PS702955W ("THE PLAN"), OTHER THAN THE LOT HEREBY TRANSFERRED AND THAT THE BURDEN OF THIS COVENANT SHALL BE ANNEXED TO AND RUN AT LAW AND IN EQUITY WITH THE SAID LOT HEREBY TRANSFERRED DOES HEREBY FOR HIMSELF HIS HEIRS, EXECUTORS, ADMINISTRATORS AND TRANSFEREES AND AS A SEPARATE COVENANT COVENANTS WITH THE SAID TRANSFEROR AND THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF EVERY LOT ON THE PLAN AND EVERY PART OR PARTS THEREOF OTHER THAN THE LOT

3201909

THE BACK OF THIS FORM MUST NOT BE USED

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

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AK908430E

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Dated:

Parties: 1715 THOMPSONS ROAD PTY LTD (ACN 130 125 067) to PUSHPINDER DHALIWAL & RAMANDEEP KAUR

Signatures of the Parties

HEREBY TRANSFERRED THAT THE SAID TRANSFEREES THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND TRANSFEREES SHALL NOT ANY TIME ON THE SAID LOT HEREBY TRANSFERRED OR ANY PART OR PARTS THEREOF:

A) WITHIN EIGHT (8) YEARS OF THE REGISTRATION OF THE PLAN CREATING A LOT HEREBY TRANSFERRED, ERECT OR CAUSE OR PERMIT TO BE ERECTED ANY BUILDING OR STRUCTURE OF ANY NATURE WITHOUT THE PRIOR APPROVAL OF ALL PLANS AND SPECIFICATIONS BY THE AVENUE AT CASEY DESIGN ASSESSMENT PANEL C/-BROWN PROPERTY GROUP, LEVEL 5, 523 BURWOOD ROAD, HAWTHORN, VICTORIA, 3122;

B) CONSTRUCT ANY FENCE ON THE LOT OTHER THAN TREATED PALING, WITH TIMBER CAPPING AND EXPOSED POSTS FOR DIVIDING FENCES;

C) CONSTRUCT ANY FENCE THAT EXCEEDS 1800MM IN HEIGHT ABOVE NATURAL GROUND LEVEL;

D) ERECT, CAUSE OR PERMIT TO BE ERECTED OR REMAIN ON THE LOT ANY TYPE OF SIDE FENCE WHICH FINISHES AT ANY DISTANCE WITHIN FIVE (5) METRES OF THE FRONT BOUNDARY OF THE LOT;

E) ERECT, CAUSE OR PERMIT TO BE ERECTED OR REMAIN ON THE LOT ANY TYPE OF FRONT FENCE;

F) ERECT, CAUSE OR PERMIT TO BE ERECTED OR REMAIN ON THE LOT MORE THAN ONE (1) DWELLING HOUSE;

G) ERECT, CAUSE OR PERMIT TO BE ERECTED OR REMAIN ON THE LOT A DWELLING (EXCLUDING GARAGES, VERANDAS AND BALCONIES) OTHER THAN A DWELLING WITH A FLOOR AREA OF AT LEAST:

I) 110M2 WHERE THE LOT TRANSFERRED IS OR IS LESS THAN 440M2; OR

II) 148.8M2 WHERE THE LOT TRANSFERRED IS OR IS LESS THAN 650M2 BUT MORE THAN 440M2; OR

III) 167.4M2 WHERE THE LOT TRANSFERRED IS OR EXCEEDS 651M2;

H) ERECT, CAUSE OR PERMIT TO BE ERECTED OR REMAIN ON THE LOT A GARAGE OTHER THAN A DOUBLE WIDTH GARAGE WITH LOCK UP DOORS TO ALL STREET FRONTAGES WHERE THE LOT TRANSFERRED EXCEEDS 440M2 OR A DOUBLE OR SINGLE WIDTH GARAGE WITH LOCK UP DOORS TO ALL STREET FRONTAGES WHERE THE LOT TRANSFERRED IS OR IS LESS THAN 440M2;

I) LAY THE ROOF ON ANY DWELLING WITH ANY MATERIAL OTHER THAN MASONRY, COLOURBOND OR TERRACOTTA OR OTHER NON-REFLECTIVE MATERIAL;

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AK908430E

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Dated: [illegible]

Parties: 1715 THOMPSONS ROAD PTY LTD (ACN 130 125 067) to PUSHPINDER DHALIWAL & RAMANDEEP KAUR

Signatures of the Parties

J) ERECT, PERMIT TO BE ERECTED OR REMAIN ON THE LOT, A DWELLING OR STRUCTURE WITH EXTERNAL WALLS (EXCLUDING WINDOWS) CONSTRUCTED OF MATERIAL WHICH IS LESS THAN 50 PER CENT OF BRICK, MASONRY, VENEER OR OTHER APPROVED TEXTURE-COATED MATERIAL; OR

K) SUBDIVIDE THE LOT;

AND THIS COVENANT SHALL APPEAR ON THE CERTIFICATE OF TITLE TO ISSUE FOR THE LAND AND RUN WITH THE LAND."

Dated: [illegible]

Execution and attestation:

Executed by the said Transferor)
1715 Thompsons Road Pty Ltd)
(ACN 130 125 067) by its Attorney)
JILL LUCY SYKES)
pursuant to Power of Attorney)
dated 20 December 2011)
In the presence of:)

Witness Signature

KYLEE HARMAN
Witness Name

5/523 Burwood Rd, HAWTHORN
Witness Address

Signed by the said Transferees)
PUSHPINDER DHALIWAL &)
RAMANDEEP KAUR)
In the presence of:)

30800812A

T2

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

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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	TGM:LMR:5938330
Customer Code:	1167E

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

Land: Volume 11342 Folio 938, Volume 8693 Folios 469 and 470 and part of Volume 11342 Folio 940 more particularly being Lot B (Part) being that part comprising 4362sqm on the plan attached.

Responsible Authority: Casey City Council of Magid Drive, Narre Warren, Victoria

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

A copy of the Agreement is attached to this Application

Date: 31 January 2013

Signature for Responsible Authority: .....

Name of officer: PHIL POLSON

Position held: TEAM LEADER SUBDIVISIONS

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PLAN OF SUBDIVISION

STAGE No. --

LRS USE ONLY
EDITION

LOCATION OF LAND

PARISH: CRANBOURNE

TOWNSHIP: —

SECTION: —

CROWN ALLOTMENT: 29 (PART)

CROWN PORTION: —

TITLE REFERENCES: VOL. FOL. & VOL. FOL.

LAST PLAN REFERENCE: LOT A P.S.611330W & LOT A P.S.627668S

POSTAL ADDRESS: (at time of subdivision) THOMPSONS ROAD CRANBOURNE NORTH

MGA CO-ORDINATES: (of approx. centre of plan) E: 353000 N: 5783500 ZONE: 55 DATUM: GDA94

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CASEY CITY COUNCIL
RESERVE NO:1	SPI ELECTRICITY PTY.LTD.

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CASEY CITY COUNCIL REF:

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.
2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / /
3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE.

(ii) THE REQUIREMENT HAS BEEN SATISFIED.

(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE

COUNCIL DELEGATE

COUNCIL SEAL

DATE / /

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988

COUNCIL DELEGATE

COUNCIL SEAL

DATE / /

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

STAGING THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No.

NOTES: TANGENT POINTS ARE SHOWN THUS: —+

LOTS 1 TO 13 (BOTH INCLUSIVE) & 18 TO 1300 (BOTH INCLUSIVE) AND LOT 1317 HAVE BEEN OMITTED FROM THIS PLAN.

THIS IS A SPEAR PLAN

SURVEY: THIS PLAN IS BASED ON SURVEY VIDE PS543372G

FURTHER PURPOSE OF PLAN
TO EXPUNGE EASEMENT FOR DRAINAGE MARKED (E-1) ON LOT A OF P.S.611330W FROM LAND IN THIS PLAN

AUTHORITY TO EXPUNGE EASEMENT
CASY CITY COUNCIL PLANNING PERMIT NO: P66/10
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 18,27,61,62,79 & 177 IN PROCLAIMED SURVEY AREA No. 52

EASEMENT INFORMATION

LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(A-1)	CARRIAGEWAY	SEE PLAN	K222292	VOL.9256 FOL.005 AND VOL.9256 FOL.006
(E-1)	WATER SUPPLY	SEE PLAN	INSTRUMENT 194862	STATE RIVERS AND WATER SUPPLY COMMISSION
(E-2)	DRAINAGE	SEE PLAN	P.S.620717U	LAND IN P.S.620717U AND CASEY CITY COUNCIL
(E-2)	SEWERAGE	SEE PLAN	P.S.620717U	SOUTH EAST WATER LIMITED
(E-3)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND CASEY CITY COUNCIL
(E-3)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED
(E-4)	WAY,DRAINAGE & SUPPLY OF WATER (UNDERGROUND),TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLES , ELECTRICITY (UNDERGROUND) & GAS	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND CASEY CITY COUNCIL
(E-4)	SEWERAGE AND WATER SUPPLY (UNDERGROUND)	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED
(E-5)	DRAINAGE AND SUPPLY OF WATER (UNDERGROUND)TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLES, ELECTRICITY (UNDERGROUND) & GAS	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND CASEY CITY COUNCIL
(E-5)	WATER SUPPLY (UNDERGROUND)	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED
(E-6)	DRAINAGE	SEE PLAN	P.S.627600E	LAND IN P.S.627600E AND CASEY CITY COUNCIL
(E-6)	SEWERAGE	SEE PLAN	P.S.627600E	SOUTH EAST WATER LIMITED

NOTATIONS

ESTATE: THE AVENUE
STAGE: 13 No. OF LOTS: 28
AREA: 2.074ha MEL: 130:H:9

LRS USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☐

DATE / /

LRS USE ONLY

PLAN REGISTERED

TIME

DATE / /

ASSISTANT REGISTRAR OF TITLES

SHEET 1 OF 4 SHEETS

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

CHECKED AT DATE: 14/03/12

LICENSED SURVEYOR: GEOFF W. HUMPHREY

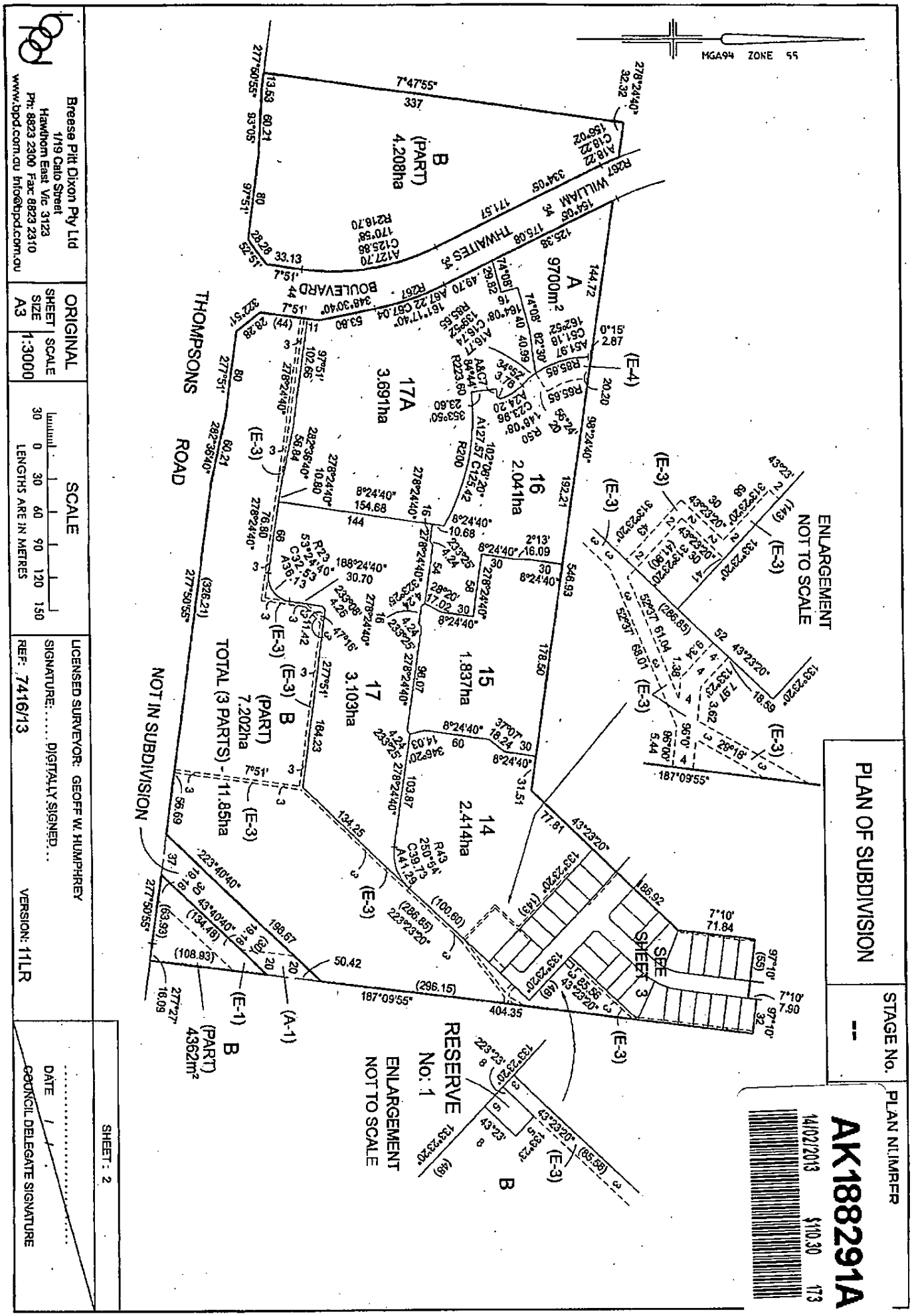
SIGNATURE: .... DIGITALLY SIGNED ...

REF: 7416/13 VERSION: 11LR

..... DATE / /
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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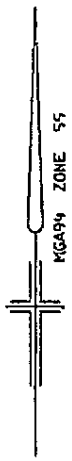
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PLAN OF SUBDIVISION

STAGE No. —



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SHEET : 3

ORIGINAL		SCALE		
SHEET SIZE	SCALE	10 0 10 20 30 40	LICENSED SURVEYOR: GEOFF W. HUMPHREY	DATE / /
A3	1:750	LENGTHS ARE IN METRES	SIGNATURE:..... DIGITALLY SIGNED..	COUNCIL DELEGATE SIGNATURE
			REF: 7416/13 VERSION: 11LR	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	--	AK188291A

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SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

RESTRICTION : 1

Land to benefit : Lots 1312 to 1316 (both inclusive), Lots 1318 to 1323 (both inclusive) and Lots 1326 to 1327 (both inclusive).

Land to be burdened: Lots 1312 to 1316 (both inclusive), Lots 1318 to 1323 (both inclusive) and Lots 1326 to 1327 (both inclusive).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened shall not, without the permission of the Responsible Authority, construct or permit to be constructed:

(I) Any garage openings that occupy more than 40% of the width of the lot frontage; and

(II) Any garage that is closer to the front than 5.50 metres and

(III) Any garage that is not at least 0.84 metres behind the front wall of the dwelling.

Please note that this restriction will sunset upon the issue of a certificate of occupancy for the whole dwelling on each of the lots.

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SHEET : 4

ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: GEOFF W. HUMPHREY	
A3			SIGNATURE: ..... DIGITALLY SIGNED ..	DATE / /
			REF: 7416/13 VERSION: 11LR	COUNCIL DELEGATE SIGNATURE

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6

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 31 / 01 / 13

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Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 1585S Thompsons Road, 25S Fieldstone Crescent and 1715 Thompsons Road, Cranbourne North

Purpose of Agreement: The Avenue Estate Development Infrastrucutre Contributions with respect to the Subject Land

Casey City Council
and

Greenridge Properties Pty Ltd
ACN: 129 431 170
and

1715 Thompsons Road Pty Ltd
ACN: 130 125 067

Interstate offices
Canberra Sydney

Affiliated offices around the world through the Advoc network - www.advoc.com

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 31 / 01 / 2013

Parties

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Name	**Casey City Council**
Address	Magid Drive, Narre Warren, Victoria
Short name	**Council**

Name	**Greenridge Properties Pty Ltd ACN: 129 431 170**
Address	Level 5, 523 Burwood Road, Hawthorn, Victoria
Name	**1715 Thompsons Road Pty Ltd ACN: 130 125 067**
Address	Level 5, 523 Burwood Road, Hawthorn, Victoria
Short name	**Collectively, the Owner**

Background

A. Council is the responsible authority for the Planning Scheme. Council is also the Collecting Agency under the Development Contributions Plan.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. The Subject Land is within an area that is being developed for urban purposes.

D. The Development Contributions Plan applies to the Subject Land and adjacent areas.

E. Other parts of the land formerly known as 1585S Thompsons Road and 25S Fieldstone Crescent, Cranbourne North that are not the subject of this Agreement have already been developed for residential purposes by the Owner. The Development Contributions Plan, including the Development Contributions Levy, also applies to this land.

F. On certain terms and conditions, the Owner has:

F.1 asked Council for permission to carry out the Infrastructure Projects instead of making a total cash payment as a Development Contributions Levy; and

F.2 agreed to transfer Project Land to Council instead of making a total cash payment as a Development Contributions Levy.

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G. Council has agreed to allow the Owner to provide the Infrastructure Projects and Project Land for a Credit instead of making a total cash payment for its Development Contributions Levy on the terms and conditions set out in this Agreement.

H. If the Owner's Credit is exhausted the Owner will be required to make cash payments to meet its obligation to pay the Development Contributions Levy. In circumstances where the amount of the Owner's actual contribution exceeds the Owner's liability to pay the Development Contribution Levy, Council will reimburse the Owner the amount of the Over Provision on the terms and conditions set out in this Agreement.

I. As at the date of this Agreement two Infrastructure Projects have been completed and two Land Projects have been transferred to Council.

J. As at the date of this Agreement Council has issued the Planning Permits. More particularly:

J.1 Planning Permit 1 allows development of part of the Subject Land for a local town centre, associated car parking, reduction of the Planning Scheme car parking requirements, display of advertising signage and associated subdivision of part of the Subject Land in accordance with the Endorsed Plan; and

J.2 Planning Permit 2 allows subdivision of the Subject Land and the creation of an access to a road in a Road Zone Category 1 in accordance with the Endorsed Plan.

K. Condition 4 of Planning Permit 2 requires the Owner of the Subject Land to enter into an agreement under section 173 of the Act to provide for the matters set out in condition 4.

L. As at the date of this Agreement, the Subject Land is encumbered by two mortgages in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

M. The Parties enter into this Agreement:

M.1 to record the terms and conditions on which Council as the Collecting Agency under the Development Contributions Plan has granted its consent to the Owner to undertake the Infrastructure Projects and transfer the Project Land to Council;

M.2 to satisfy the requirements of condition 4 of Planning Permit 2; and

M.3 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

Agreed Land Value means the amount set out in Schedule 4B which is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like or any other amount which has been specifically agreed in writing by Council.

Agreed Project Value means the amount set out or referred to in Schedule 4A or any other amount which has been specifically agreed in writing by Council.

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Agreement means this Agreement.

Approved Plans means the design of the Infrastructure Project (Project No.2) approved by Council under this Agreement.

Construction Procedures means the procedures set out in Schedule 5.

Credit means a credit in the amount of the Agreed Project Value or the Agreed Land Value as the case may be.

Designs means detailed design and engineering plans and specifications of an Infrastructure Project.

Development Contributions Levy has the same meaning as in the Development Contributions Plan. It does not include the Community Infrastructure Levy that is also payable under the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan described in Schedule 1.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of Planning Permit 1 or Planning Permit 2.

Equalisation Payment means the amount set out in Schedule 4C as the equalisation payment.

GAIC means the Growth Areas Infrastructure Charge under the Act.

Infrastructure Plans means the plans labelled *Infrastructure Plan* which are attached to this Agreement and marked as Annexure "A" and Annexure "B".

Infrastructure Project means an infrastructure project described in Schedule 4A.

Land Project means the land transactions described in Schedule 4B.

Lot means a lot on the Endorsed Plan.

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

Open Space Land means land for passive open space in respect of which equalisation is to apply under either the Development Contributions Plan or the Precinct Structure Plan applying to the Subject Land. It does not include Project Land.

Owner means the persons registered or entitled from time to time to be registered as proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

Owner's Actual Contribution means the total of the amounts paid by the Owner for the Infrastructure Projects provided the amount allowed for each Infrastructure Project does not exceed the amount allowed for that Infrastructure Project under the Development Contributions Plan.

Over Provision means a monetary amount equal to the difference between the Owner's Actual Contribution and the Development Contributions Levy for the Subject Land, where the exceeds the Owner's liability to pay the Development Contributions Levy.

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

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Precinct Structure Plan means the Cranbourne North (Stage 2) Precinct Structure Plan (June 2011).

Planning Permit 1 means planning permit No. P237/11-A, as amended from time to time, issued on 23 August 2011, authorising development of part of the Subject Land for a local town centre, associated car parking, reduction of the Planning Scheme car parking requirements, display of advertising signage and associated subdivision of part of the Subject Land in accordance with the Endorsed Plan.

Planning Permit 2 means planning permit No. P238/11-A, as amended from time to time, issued on 23 August 2011, authorising subdivision of the Subject Land and other land and the creation of an access to a road in a Road Zone Category 1 in accordance with the Endorsed Plan.

Planning Permits means Planning Permit 1 and Planning Permit 2.

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

Project Land means any land referred to in Schedule 4B but does not include Open Space Land.

Registrar of Titles means the Victorian Registrar of Titles.

Residential Lot means a Lot created by subdivision of the Subject Land that by virtue of the zoning, size and configuration of the Lot is intended to be sold and used only for residential purposes. It does not include any Lot or land that is required to be further subdivided in order to be used for residential purposes or any Lot or land to be used for other purposes (including but not limited to infrastructure such as open space).

Schedule means a schedule to this Agreement.

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under a planning permit for the Subject Land.

Statement of Completion means a statement in writing prepared by Council stating that an Infrastructure Project has been completed to the satisfaction of Council.

Statement of Compliance means a statement of compliance issued by Council under the *Subdivision Act* 1988.

Subject Land means the land described in Schedule 3 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it, excluding a Residential Lot.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

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2.4 If the Owner comprises more than one party, then this Agreement binds them jointly and each of them severally.

2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

---

3. Obligations on the Owner – delivery of Infrastructure Projects and Land Projects for Credit and cash payment for Development Contributions Levy

3.1 Payment of Development Contributions Levy

The Owner covenants and agrees that the Owner will pay the Development Contributions Levy in cash in accordance with the Development Contributions Plan and the Planning Permits subject to the Owner's entitlement to a Credit under this Agreement.

3.2 Completed Infrastructure Projects and Land Projects

The Parties acknowledge that the Owner has:

3.2.1 constructed two Infrastructure Projects specified in Schedule 4A (namely Project No. 1 and Project No. 3) as part of the development of the Subject Land in return for a Credit or payment, as the case may be, as described in and payable at the time set out in the Schedule 4A; and

3.2.2 completed two Land Projects by transferring the Project Land specified in Schedule 4B (namely Project No. 4 and Project No. 6) in return for a Credit or payment, as the case may be, as described in and payable at the time set out in the Schedule 4B.

3.3 Credit for the completed projects

The Parties agree that upon the commencement of this Agreement:

3.3.1 the Owner is entitled to a Credit for the completed Infrastructure Projects as set out in Schedule 4A (namely Project No. 1 and Project No. 3); and

3.3.2 the Owner is entitled to a Credit in respect of the completed Land Projects as set out in Schedule 4B (namely Project No. 4 and Project No. 6).

3.4 Infrastructure Project (Project No. 2)

The Owner covenants and agrees that subject to this Agreement, the Owner will construct the Infrastructure Project No. 2 as specified in Schedule 4A:

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3.4.1 prior to the milestone identified in Schedule 4A as part of the development of the Subject Land;

3.4.2 in accordance with clause 4 of this Agreement; and

3.4.3 in return for a Credit and/or reimbursement for the Over Provision, as the case may be, as described and payable at the time specified in Schedule 4A and this Agreement.

3.5 Land Project (Project No. 5)

The Owner covenants and agrees that subject to this Agreement, the Owner will transfer or vest the Project Land No. 5 as specified in Schedule 4B:

3.5.1 prior to the milestone identified in Schedule 4B; and

3.5.2 in return for a Credit or payment, as the case may be, as described in and payable at the times set out in Schedule 4B.

3.6 Reimbursement for Over Provision

The Parties agree that subject to this Agreement, where the amount of the Owner's Actual Contribution exceeds the Owner's Development Contribution Levy for Infrastructure Project No.2, Council will reimburse the Over Provision to the Owner at a time when:

3.6.1 all Land Projects are completed in accordance with this Agreement;

3.6.2 the Owner's Credit has been exhausted; and

3.6.3 Council determines that there are sufficient funds in Council's Development Contributions Plan account.

3.7 Exhaustion of the Credit

The Parties agree that subject to this Agreement:

3.7.1 the Owner will not be required to pay the Development Contributions Levy until the Credit has been exhausted; and

3.7.2 if the amount of the Development Contributions Levy payable in relation to the stage exceeds the amount of Credit remaining:

(a) in relation to that stage, the Owner must pay in cash an amount equal to the amount of the Development Contribution Levy payable in accordance with the Development Contributions Plan; and

(b) in relation to subsequent stages the Owner must pay the Development Contribution Levy in cash in accordance with the Development Contributions Plan.

4. Obligations on the Owner – Infrastructure Project No. 2

4.1 Approved Plans

The Owner covenants and agrees that:

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4.1.1 the Owner will at the Owner's initial cost, prepare and submit Designs to Council. The Designs must:

(a) be to the satisfaction of Council;

(b) comply with any standard set out in the Development Contributions Plan; and

(c) comply with any conditions or requirements set out in either Planning Permit 1 or Planning Permit 2 or the Planning Scheme;

4.1.2 the approval of the Designs by Council will be reflected by a set of plans and specifications which will be endorsed by Council as the Approved Plans;

4.1.3 the Owner will obtain all necessary permits and approvals for the Infrastructure Project;

4.1.4 the Owner will, prior to any contract being awarded for the Infrastructure Project:

(a) submit to Council for its approval a copy of the terms and conditions of any contract to be awarded generally in accordance with the Approved Plans; and

(b) submit the proposed construction program to Council for approval.

4.2 Completion of Project No. 2

The Owner covenants and agrees that:

4.2.1 in carrying out the works associated with an Infrastructure Project, the Owner must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices which have first been approved by the owner of any land upon which the works associated with the Infrastructure Project are to be conducted;

4.2.2 the Owner will:

(a) construct the Infrastructure Project in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans; and

(b) comply with the Construction Procedures; and

4.2.3 if the Infrastructure Project is not completed before the milestone described in the table in Schedule 4A, Council may withhold any Statement of Compliance relating to the stage comprising or subsequent to the relevant milestone unless alternative arrangements are made to the satisfaction of Council for the completion of the Infrastructure Project.

4.3 Statement of Completion

The Parties agree that:

4.3.1 the issue of a Statement of Completion by Council is subject to compliance with this Agreement and the Construction Procedures set out in Schedule 5;

4.3.2 following the issue of the Statement of Completion for an Infrastructure Project the Owner:

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(a) must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;

(b) must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project; and

(c) is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council for 3 months from the date of the Statement of Completion.

4.4 Payment of claims

The Parties agree that:

4.4.1 following the issue of a Statement of Completion, the Owner may submit a claim for a Credit or reimbursement for the Over Provision, as the case may be, in respect of the Agreed Project Value for Project No. 2;

4.4.2 a claim for the Agreed Project Value set out or referred to in the table in Schedule 4A is subject to reasonable verification of the claim and will be limited to the amounts set out or referred to in Schedule 4A; and

4.4.3 upon the reimbursement of a claim by the Owner by either a Credit or reimbursement for the Over Provision, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for maintenance of the Infrastructure Project under this Agreement remain for the duration of the period of maintenance referred to in clause 4.3.2(c).

5. Obligations on the Owner – compliance with the Infrastructure Plans

The Parties agree that subject to this Agreement, the Owner will comply with and implement the Infrastructure Plans.

6. Public Open Space

6.1 Public Open Space

The Parties acknowledge and agree that:

6.1.1 the Owner will at the election of Council either transfer to or vest in Council for municipal purposes the Open Space Land in Schedule 4C as shown on the Infrastructure Plans;

6.1.2 as at the date of this Agreement, the Owner has paid to Council a public open space contribution of $233,938.00;

6.1.3 Council will pay to the Owner the Equalisation Payment specified for the Open Space Land in Schedule 4C;

6.1.4 the Equalisation Payment must be paid within 30 days of the transfer or vesting of the Open Space Land described as Project 7b in Schedule 4C; and

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6.1.5 upon complying with clause 6.1, the Owner has fulfilled its obligations in relation to the Subject Land under the Planning Scheme in relation to Open Space Land.

7. Agreed Land Value

Council and the Owner agree that:

7.1 the Agreed Land Value is intended to replace the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act* 1986 and the Act in respect of Project Land; and

7.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act* 1986 or for any other category of or form of loss or compensation in respect of the Project Land.

8. Further obligations of the Parties

8.1 Transaction costs

Unless expressly provided to the contrary, where one party is required to transfer or vest land to or in the other party, the party transferring or vesting the land to or in the other party is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

8.2 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

8.3 Further actions

The Owner:

8.3.1 must do all things necessary to give effect to this Agreement;

8.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

8.4 Council's costs to be paid

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

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8.5 **Interest for overdue moneys**

8.5.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 172 of the *Local Government Act* 1989 and any payment made shall be first directed to payment of interest and then the principal amount owing.

8.5.2 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

9. Agreement under section 173 of the Act

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

10. Owner's warranties

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

11. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

11.1 give effect to this Agreement; and

11.2 enter into a deed agreeing to be bound by the terms of this Agreement.

12. General matters

12.1 Notices

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

12.1.1 personally on the person;

12.1.2 by leaving it at the person's current address for service;

12.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

12.1.4 by facsimile to the person's current number for service; or

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12.1.5 by email to the person's current email address for service.

12.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

12.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

12.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

12.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

12.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

13. GST

13.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.

13.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

13.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 13.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

13.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.

14. GAIC

14.1 All land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

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14.2 The Owner must provide a certificate from the State Revenue Office certifying that all GAIC liabilities in respect of the land referred to in clause 12.1 have been discharged.

15. Dispute Resolution

15.1 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 15.5 either party may at its election:

15.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or

15.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.

15.2 A party may not commence any of the processes referred to in clause 15.1 until it has complied with clauses 15.3 and 15.4.

15.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.

15.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.

15.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

16. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

17. Agreement to burden non Residential Lots

The Parties agree that:

17.1 this Agreement is intended to create obligations on the developer of the Subject Land and therefore to burden that part of the Subject Land which is to be used and developed for purposes other than as Residential Lots; and

17.2 in order to limit the need to remove the Agreement from a large number of Residential Lots after the obligations of this Agreement have been satisfied, the Owner agrees that prior to the issue of a Statement of Compliance for any stage of development within the Subject Land:

17.2.1 the Owner must provide written notification to Council that Residential Lots will be created which clearly identifies which lots are Residential Lots;

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17.2.2 the Owner must prepare correspondence to the Registrar of Titles outlining that Residential Lots are to be created by an approved Endorsed Plan ('**Correspondence**'). The Correspondence must:

(a) clearly draw this clause and the definition of Residential Lots to the Registrar of Titles attention;

(b) clearly outline that this Agreement must continue to burden the balance lot (including that part of the Subject Land in that stage which does not form a Residential Lot); and

(c) include provision in the Correspondence for Council to note Council's consent to the factual matters outlined in the Correspondence; and

17.2.3 at the time of lodging the Endorsed Plan the Correspondence must be provided to the Registrar of Titles.

18. Ending of Agreement

18.1 This Agreement ends when the Owner has complied with all of its obligations (including all maintenance obligations) under this Agreement. Clause 12 survives the expiry of this Agreement and does not merge.

18.2 If a party asks Council to remove the registration of this Agreement as against a Lot, Council will consent to that removal provided it is satisfied that the obligations in this Agreement are secured to its satisfaction. Council agrees to act promptly in responding to requests to remove the registration of this Agreement as against a Lot.

18.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed sealed and delivered by the Chief Executive Officer on behalf of **Casey City Council** pursuant to the power delegated to that person by an Instrument of Delegation dated the ~~21~~ 1st day of ~~April 2009~~ May 2012 in the presence of:

.....
Witness

.....
Chief Executive Officer

Executed by **Greenridge Properties Pty Ltd ACN 129 431 170** ~~in accordance with section 127(1) of the Corporations Act 2001~~ by being signed by ~~the authorised person for the company:~~ its attorney KYLEE HARMAN pursuant to Power of Attorney dated 7 September 2012 in the presence of:

.....
Catherine Morgan

.....
~~Sole Director and Sole Company Secretary~~

~~Full name~~ Witness Signature

~~Usual address~~ Witness Full Name

Executed by **1715 Thompsons Road Pty Ltd ACN 130 125 067** ~~in accordance with section 127(1) of the Corporations Act 2001~~ by being signed by ~~the authorised person for the company:~~ its attorney KYLEE HARMAN pursuant to Power of Attorney dated 7 September 2012 in the presence of:

.....
Catherine Morgan

.....
~~Sole Director and Sole Company Secretary~~

~~Full name~~ Witness Signature

~~Usual address~~ Witness Full Name

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Mortgagee's consent

Westpac Banking Corporation as Mortgagee of registered mortgage No. AH953555D consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Westpac Banking Corporation

~~St. George Bank Ltd~~ as Mortgagee of registered mortgage No. AG363486T consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED for and on behalf of ~~BANK OF MELBOURNE A DIVISION OF~~ WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001 a certified copy of which is filed in Permanent Order Book No 277 Page 016 in the presence of:

Witness (Signature)

Name of Witness (Print)

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney.

Name
Tier: Tier Three Attorney Leng Lim

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SCHEDULE 1

Development Contributions Plan

The Development Contributions Plan is the **Cranbourne North Precinct Structure Plan Development Contributions Plan (June 2011)** being an Incorporated Document in the Planning Scheme.

SCHEDULE 2

Planning Permit 1

Planning permit number P237/11-A issued on 23 August 2011 or any subsequent amendment to that permit.

Planning Permit 2

Planning permit number P238/11-A issued on 23 August 2011 or any subsequent amendment to that permit.

SCHEDULE 3

The Subject Land

Address: part of the land formerly known as 1585S Thompsons Road and 25S Fieldstone Crescent, Cranbourne North formerly comprising all the land in Certificates of Title Volume 11189 Folio 076 and Volume 11238 Folio 317.

Certificate of Title Volume 11342 Folio 938 (lot 17A on PS637172S)
~~Certificate of Title Volume 11342 Folio 937 (lot 17 on PS637172S)~~
part of Certificate of Title Volume 11342 Folio 940 (part of lot B on PS637172S and more particularly being that part comprising 4362sqm of land)

Address: 1715 Thompsons Road, Cranbourne North

Certificate of Title Volume 8693 Folio 469
Certificate of Title Volume 8693 Folio 470

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SCHEDULE 4A - Infrastructure Projects

Project No.	Infrastructure Project Description	Extent of Project	Milestone for the completion of the Infrastructure Project	Agreed Project Value	Funding Source	Timing for Payment / Credit
1	Development Contributions Plan (DCP) Project RD06. Construction of William Thwaites Boulevard.	Refer to Plan 4 of the DCP.	Works completed.	$937,394	Development Contributions Plan Credit.	Immediate.
2	Development Contributions Plan (DCP) Project RD20. Intersection of Thompsons Road and White Connector Street.	Refer to Plan 4 and Page 43 in the DCP.	Prior to the issue of a Statement of Compliance for Stage 28 as described in the Endorsed Plans.	The amount specified in, and indexed in accordance with, the Development Contributions Plan at the time the project is delivered or the Actual Cost of Construction whichever is the lesser amount. [Note - Funding limited to DCP intersection described in the DCP Intersection Cost Estimate for RD20 on Page 43 of the DCP.]	Development Contributions Plan Credit or reimbursement for Over Provision depending on whether the Credit due exceeds the contributions payable by the Owner.	**Timing for any Credit:** Following the issue of a Statement of Completion and the issue of a Statement of Compliance for the relevant stage. **Timing for any reimbursement for Over Provision:** Upon collection of sufficient funds by the Collecting Agency and in accordance with clause 3.6 of this Agreement.
3	Part Development Contributions Plan (DCP) Project RD21. Intersection of William Thwaites Boulevard and Thompsons Road.	Refer to Plan 4 and Page 44 in the DCP.	Works completed.	$1,457,078	Development Contributions Plan Credit.	Immediate.

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SCHEDULE 4B - Project Land

Project No.	Project Land Description	Title or Plan Ref.	Area of the Project Land	Milestone for transfer or vesting of the Project Land	Agreed Land Value	Funding Source	Timing for Payment / Credit
4	Development Contributions Plan (DCP) Project RD03. Land for William Thwaites Boulevard.	Refer to Plan 4 in the DCP.	0.15ha	Completed.	$135,000	Development Contributions Plan Credit.	Immediate.
5	Development Contributions Plan (DCP) Project RD10. Land for the intersection of Thompsons Road and White Connector Street.	Refer to Plan 4 in the DCP.	0.20ha	Upon confirmation that satisfactory vehicular access is available to the land but no later than upon the completion of Project Number 2.	$155,000	Development Contributions Plan Credit.	Within thirty days of confirmation that the land has been vested in Council.
6	Development Contributions Plan (DCP) Project RD11. Land for the intersection of William Thwaites Boulevard and Thompsons Road.	Refer to Plan 4 in the DCP.	0.20ha	Completed.	$113,000	Development Contributions Plan Credit.	Immediate.

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SCHEDULE 4C – PUBLIC OPEN SPACE

7	**Public Open Space (POS) and Equalisation Payment**	**The Endorsed Plans**					
7a	Public Open Space Reserve P6.	Refer to Plan 10 of the Cranbourne North Stage 2 Precinct Structure Plan.	0.3ha	Prior to or concurrent with the Registration of the Plan of Subdivision for Stage 26 described in the Endorsed Plans.	Dealt with by Equalisation See Project Number 7(c).		
7b	Public Open Space Reserve P7.	Refer to Plan 10 of the Cranbourne North Stage 2 Precinct Structure Plan.	0.89ha	Prior to or concurrent with the Registration of the Plan of Subdivision for Stage 17 as described in the Endorsed Plans.	Dealt with by Equalisation See Project Number 7(c).		
7c	POS Equalisation Payment for POS Projects Numbers 7(a) and 7(b) and any cash payments over and above the 4.04% requirement under the Planning Scheme.		0.22ha		The value of the 0.22ha for payment purposes is to be assessed on an area proportion of the site value, in accordance with section 18 of the *Subdivision Act* 1988, of the whole of the land.	Council	Within 30 days of the transfer or vesting of Project No. 7(b) [Public Open Space Reserve P7] in Council and submission of a satisfactory valuation, whichever occurs last.

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SCHEDULE 5: Construction Procedures

Procedure for issue of Statement of Completion

1. Upon the completion of the Infrastructure Project the Owner must notify Council or any other relevant authority.

2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project and determine whether or not to issue the Statement of Completion.

3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Statement of Completion, provided Council:

   3.1 identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and

   3.2 what must be done to satisfactorily complete the Infrastructure Project.

4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Statement of Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

5. Before accessing land owned by Council or a 3rd party for the purpose of constructing any Infrastructure Project, the Owner must satisfy Council or if requested by a 3rd party that person, that the Owner has in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.

6. Subject to the satisfaction of Council in relation to all health and safety matters and any other regulatory requirements, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed and maintained in accordance with the Approved Plans.

Quality of work

7. Apart from any other requirement contained in the Agreement, all work must:

   7.1 accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;

   7.2 use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;

   7.3 be carried out in a good and workmanlike manner;

   7.4 be fit and structurally sound, fit for purpose and suitable for its intended use;

   7.5 not encroach on land other than the land shown in any plans or specifications approved by Council;

   7.6 comprise best industry practice; and

   7.7 unless otherwise authorised comply with any relevant current Australian Standard.

Interstate offices
Canberra Sydney
Affiliated offices around the world through the Advoc network - www.advoc.com

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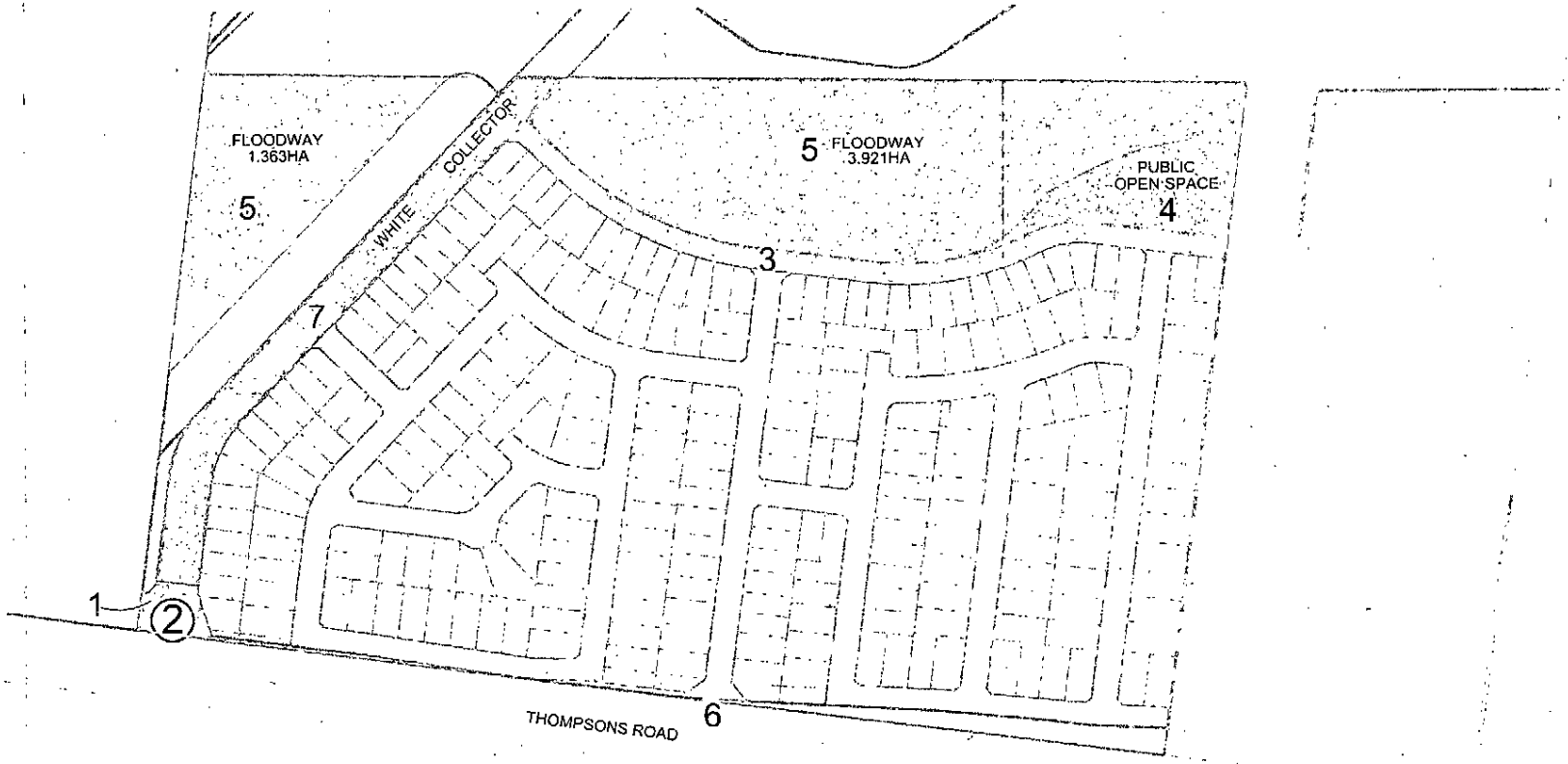
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ANNEXURE "A"

INFRASTRUCTURE PLAN

ITEM	DESCRIPTION	SEQUENCING	DCP ITEM	DCP ITEM NUMBER	RESPONSIBILITY	STAGE	COMMENTS
1	LAND FOR INTERSECTION OF THOMPSONS ROAD & WHITE CONNECTOR STREET	2013	YES	RD10	CLIENT	STAGE 28	0.2HA TO BE VESTED IN RESPONSIBLE AUTHORITY
2	CONSTRUCTION OF INTERSECTION OF THOMPSONS ROAD & WHITE CONNECTOR STREET	2013	YES	RD20	CLIENT	STAGE 28	CONSTRUCTED TO SUCH EXTENT AS APPROVED BY THE RESPONSIBLE AUTHORITY & VICROADS IN ACCORDANCE WITH DCP
3	ACCESS STREET	2013-2014	NO	-	CLIENT	STAGES 26 & 27	ROAD TO BE SET ASIDE AND CONSTRUCTED
4	PUBLIC OPEN SPACE	2013-2014	NO	-	CLIENT	STAGE 27	KNOWN AS RESERVE P6 IN CRANBOURNE NORTH STAGE 2 PRECINCT STRUCTURE PLAN. 0.58HA TO BE SET ASIDE IN STAGE 27
5	FLOODWAY	2014	NO	-	CLIENT	STAGE 27	FLOODWAY TO BE VESTED IN MELBOURNE WATER CORPORATION
6	LEFT IN / LEFT OUT - THOMPSONS ROAD	2013	NO	-	CLIENT	STAGE 18	CONSTRUCTION OF INTERSECTION APPROVED BY RESPONSIBLE AUTHORITY & VICROADS IN ACCORDANCE WITH PSP
7	WHITE COLLECTOR CONSTRUCTION	2013	NO	-	CLIENT	STAGES 28 & 28	ROAD TO BE SET ASIDE AND CONSTRUCTED



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LEGEND

CLIENT - REFERS TO 1715 THOMPSONS ROAD P/L

REVISIONS

NO	DATE	DRN	APP

PROPERTY 13 WITHIN CRANBOURNE NORTH STAGE 2 PSP

SCALE @ A1: 1 : 1500

1715 THOMPSONS ROAD
PUBLIC INFRASTRUCTURE AND LAND PLAN

CIVIL ENGINEERS LAND SURVEYORS TOWN PLANNERS
URBAN DESIGNERS LANDSCAPE ARCHITECTS

Breese Pitt Dixon Pty Ltd
PH (03) 9654 2200
FAX (03) 9654 2210

Date: 05/03/2013
Drawn by: KM
Project No.: 7852
Drawing No.: 1715 PIP 01_V5

PREPARED UNDER A QUALITY SYSTEM CERTIFIED COMPLYING WITH ISO 9001

STAGES

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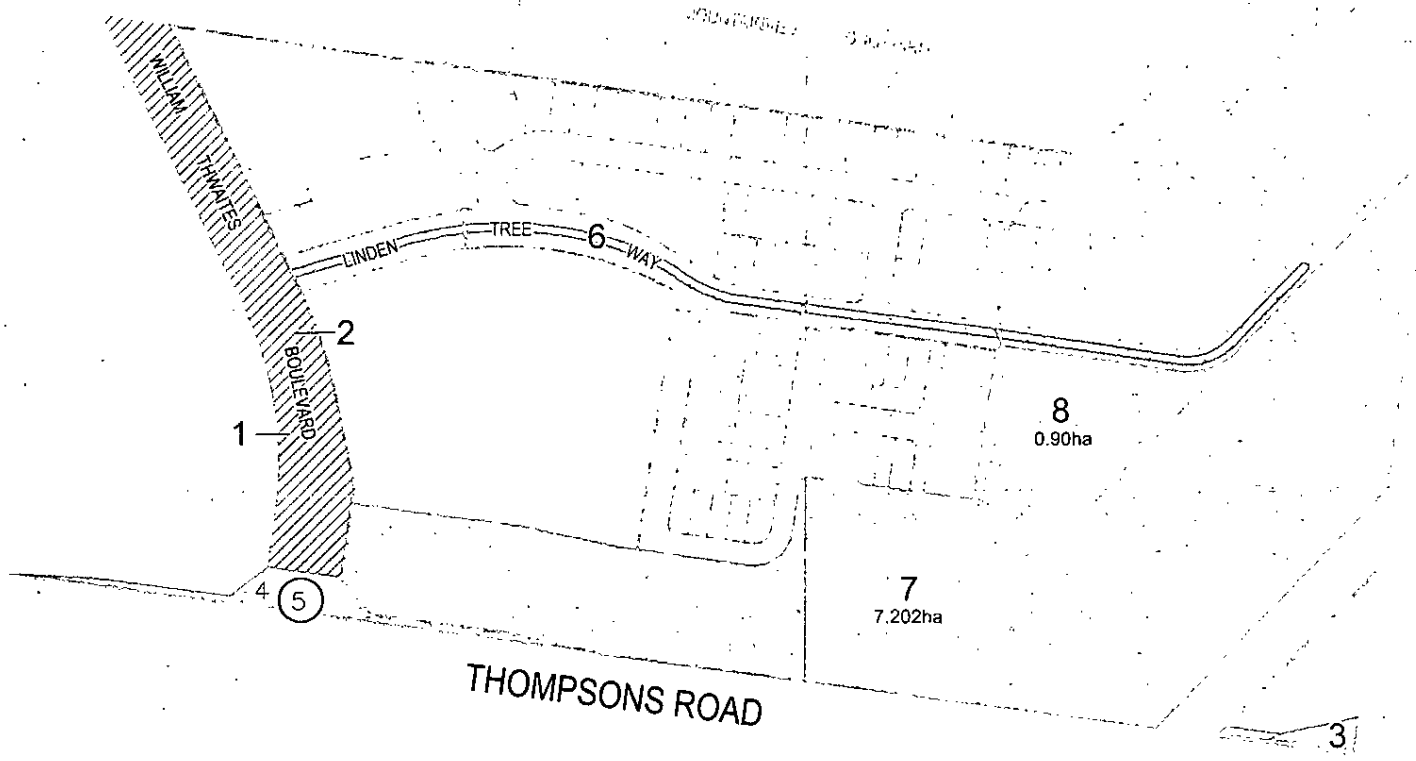
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ANNEXURE "B"

INFRASTRUCTURE PLAN

ITEM	DESCRIPTION	SEQUENCING	DCP ITEM	DCP ITEM NUMBER	RESPONSIBILITY	STAGE	COMMENTS
1	LAND FOR WILLIAM THWAITES BOULEVARD	COMPLETED	YES	RD03	CLIENT	C	0.15ha SET ASIDE IN PS:611330W AND VESTED IN COUNCIL
2	CONSTRUCTION OF WILLIAM THWAITES BOULEVARD	COMPLETED	YES	RD06	CLIENT	C	COMPLETED
3	LAND FOR INTERSECTION OF THOMPSONS ROAD & WHITE CONNECTOR STREET	2013	YES	RD10	CLIENT	STAGE 2B	0.10ha TO BE SET ASIDE AND VESTED IN COUNCIL
4	LAND FOR INTERSECTION OF THOMPSONS ROAD & WILLIAM THWAITES BOULEVARD	COMPLETED	YES	RD11	CLIENT	C	LAND SET ASIDE IN PS:611330W
5	CONSTRUCTION OF INTERSECTION OF THOMPSONS ROAD & WILLIAM THWAITES BOULEVARD	PARTIALLY COMPLETED	YES	RD21	CLIENT/OTHERS	P	PARTIALLY CONSTRUCTED/COMPLETED
6	ACTIVITY CENTRE MAIN STREET	2013	NO	--	CLIENT	VARIOUS	ROAD TO BE SET ASIDE AND CONSTRUCTED AS PART OF STAGES 14, 15, 16 AND 17A
7	MELBOURNE WATER FLOODWAY	2013	NO	--	CLIENT	2013	FLOODWAY TO BE SET ASIDE AND CONSTRUCTED - 7.202ha TO BE VESTED IN MELBOURNE WATER
8	1585S FIELDSTONE CRESCENT OPEN SPACE	2013	NO	--	CLIENT	STAGE 17	KNOWN AS RESERVE P7 IN CRANBOURNE NORTH STAGE 2 PRECINCT STRUCTURE PLAN. 0.89HA TO BE SET ASIDE IN STAGE 17 (PS637215W)



AK188291A
14/02/2013 $110.30 173

LEGEND

C = ALREADY CONSTRUCTED/COMPLETED
P = PARTIALLY CONSTRUCTED/COMPLETED
CLIENT- REFERS TO GREENRIDGE P/L

REVISIONS

PROPERTY 10 WITHIN
CRANBOURNE NORTH STAGE 2 PSP

SCALE @ A1: 1:1500

1585S THOMPSONS ROAD & 25S FIELDSTONE CRESCENT
PUBLIC INFRASTRUCTURE AND LAND PLAN

CIVIL ENGINEERS LAND SURVEYORS TOWN PLANNERS
URBAN DESIGNERS LANDSCAPE ARCHITECTS

PREPARED UNDER A QUALITY SYSTEM CERTIFIED COMPLYING WITH ISO 9001

Drawing No. 7852
Drawing No. 1585S PIP 01_V4

SHT 1

Delivered by LANDATA®, timestamp 13/03/2026 17:27 Page 31 of 31

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PROPERTY REPORT

Energy, Environment and Climate Action

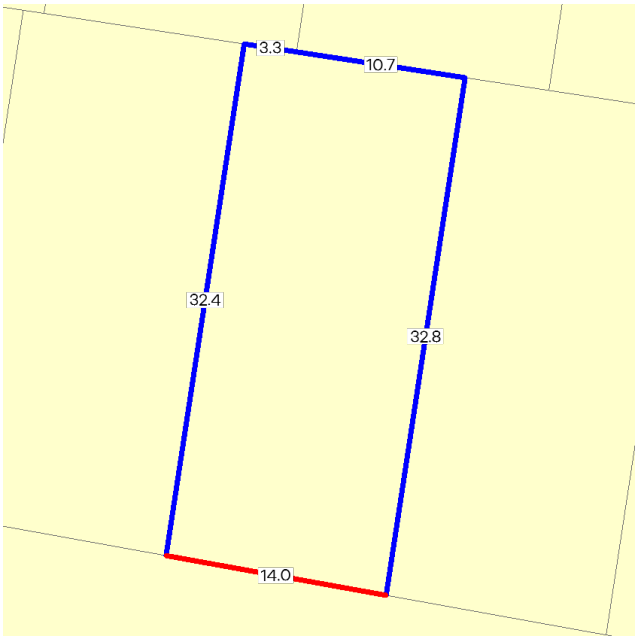
Created at 18 March 2026 05:32 PM

PROPERTY DETAILS

Address:	**34 FRESHFIELDS DRIVE CRANBOURNE NORTH 3977**
Lot and Plan Number:	**Lot 2404 PS702955**
Standard Parcel Identifier (SPI):	**2404\PS702955**
Local Government Area (Council):	**CASEY** www.casey.vic.gov.au
Council Property Number:	**124174**
Directory Reference:	**Melway 130 J11**

SITE DIMENSIONS

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



Area: 457 sq. m
Perimeter: 93 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**NARRE WARREN SOUTH**

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

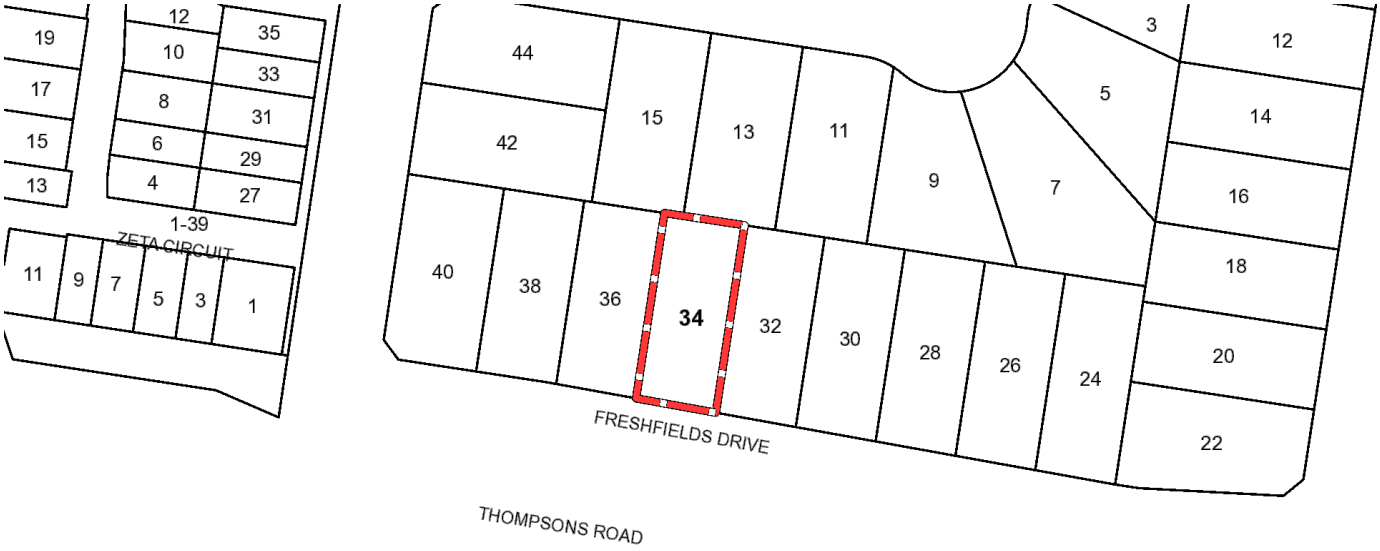
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 18 March 2026 05:33 PM

PROPERTY DETAILS

Address:	**34 FRESHFIELDS DRIVE CRANBOURNE NORTH 3977**
Lot and Plan Number:	**Lot 2404 PS702955**
Standard Parcel Identifier (SPI):	**2404\PS702955**
Local Government Area (Council):	**CASEY** www.casey.vic.gov.au
Council Property Number:	**124174**
Planning Scheme:	**Casey** Planning Scheme - Casey
Directory Reference:	**Melway 130 J11**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**NARRE WARREN SOUTH**

OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria & Country Fire Authority**

View location in VicPlan

Note

This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)
URBAN GROWTH ZONE - SCHEDULE 5 (UGZ5)



TRZ2 - Principal Road Network

UGZ - Urban Growth

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 11 (DCPO11)



DCPO - Development Contributions Plan Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

PUBLIC ACQUISITION OVERLAY (PAO)



ICO - Infrastructure Contributions Overlay **PAO - Public Acquisition Overlay**

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



0 35 m

Land added to the UGB since 2005

Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: https://mapshare.vic.gov.au/msa/



0 35 m

Melbourne Strategic Assessment Area

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 13 March 2026.

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 abut 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.vic.gov.au/vicplan/

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

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PLANNING PROPERTY REPORT

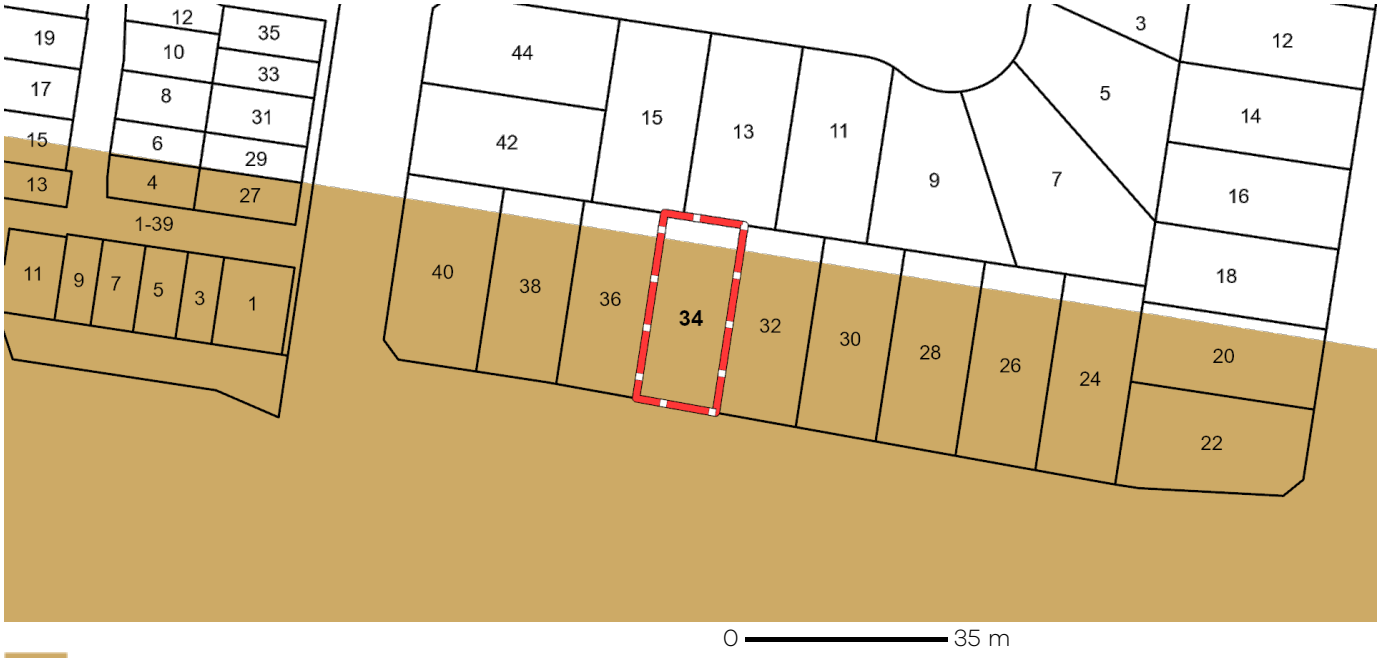
Department of Transport and Planning

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 Bushfire Prone Areas

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 Victoria 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 Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ 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)

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RATE & VALUATION NOTICE

1 JULY 2025 - 30 JUNE 2026

City of Casey
Bunjil Place, 2 Patrick Northeast Drive, Narre Warren
Tel: 03 9705 5200
NRS: 133 677 (for the deaf, hearing or speech impaired)
ABN: 43 320 295 742

City of Casey

032-3977 (89361)

P Dhaliwal & R Kaur
34 Freshfields Drive
CRANBOURNE NORTH VIC 3977

PROPERTY: 34 Freshfields Drive CRANBOURNE NORTH VIC 3977
Lot 2404 PS 702955W

PRESCRIBED DATE OF VALUATION: (Valuation as at) 1 JAN 2025

OPERATIVE DATE: (Effective from) 1 JULY 2025

CAPITAL IMPROVED VALUE: (Total Property Value) **$770,000**

SITE VALUE: (Land Value) **$420,000**

NET ANNUAL VALUE: **$38,500**

RATES & CHARGES:	CALCULATION:	AMOUNT:
Arrears		**$6.21**
City of Casey Council Charges		
Garbage With Garden Waste 120L	@ $468.00	$468.00
General Rate	@$0.0021931497 x CIV	$1,688.73
State Government Charges - Emergency Services & Volunteers Fund (ESVF)		
ESVF Residential Fixed	136.00	$136.00
ESVF Residential Variable	(.000173 x CIV)	$133.21
TOTAL BALANCE OUTSTANDING		**$2,432.15**

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:
110 - Detached Dwelling

Current rates and Emergency Services and Volunteers Fund charges must be paid by 16 February 2026 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and possible further debt recovery action to recover the debt which may include additional costs.

For more information on concessions and eligibility, please visit our website **casey.vic.gov.au/concessions-your-rates** or contact Customer Service.

To update your contact details, please notify us at **casey.vic.gov.au/update-your-contact-details**

ISSUE DATE: 05/08/2025
PROPERTY ID: 124174
ACCOUNT REF NO.: 01241748
OVERDUE: **$6.21**

All arrears outstanding, not subject to a formal payment plan, must be paid immediately to avoid further interest charges (currently set at 10% PA).

THREE PAYMENT OPTIONS:

OPTION 1:
PAY OVER 4 INSTALMENTS
To pay by instalments, you **MUST** pay the first instalment by the due date.

Instalment 1: **30 September 2025** **$612.65**
Instalment 2: **1 December 2025** **$606.50**
Instalment 3: **2 March 2026** **$606.50**
Instalment 4: **1 June 2026** **$606.50**

OPTION 2:
PAY IN FULL **$2,432.15**
Due by **16 February 2026**

OPTION 3:
FLEXIBLE PAYMENT
For more information visit **casey.vic.gov.au/pay-rates** or scan the QR code below

Existing Direct Debit arrangements will continue from **29 September 2025**.
A payment schedule will be sent separately. Turn over for further information.

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS

BPAY **Biller Code: 8995**
Ref: 01241748

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No.: 01241748

INSTALMENT AMOUNT:
DUE BY 30/09/2025 **$612.65**

TOTAL AMOUNT:
DUE BY 16/02/2026 **$2,432.15**

DATE: / /

$

RATEPAYER: P Dhaliwal & R Kaur
PROPERTY: 34 Freshfields Drive CRANBOURNE NORTH VIC 3977
PROPERTY ID: 124174

*71 179 1241748 71

CASEY.VIC.GOV.AU

TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻译 مترجم شفاهی ਦੁਭਾਸ਼ੀਆ සහස පරිවර්තක

South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

PUSHPINDER DHALIWAL & RAMANDEEP KAUR
34 FRESHFIELD DRIVE
CRANBOURNE NORTH VIC 3977

Account number: 24829877
Date due: 23 March 2026

Last bill		Payments received		Balance	Current charges	Total due
$176.05	–	$176.05cr	=	$0.00	+ $176.05	$176.05

Your account breakdown

Issue date	04 March 2026
Property	34 Freshfields Drive CRANBOURNE NORTH VIC 3977
Property reference	53P//14587/00024
Last bill	$176.05
Payment received	$176.05cr
Balance brought forward	$0.00
Our charges (no GST)	$122.38
Other authorities' charges (no GST)	$53.70
Total due	**$176.05**

Your snapshot

Average daily cost **$1.34**

Payment options

DD Direct debit
Set up payments at southeastwater.com.au/paymybill

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1002 4829 8700 006

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 24829877
Account name: South East Water Corporation

Post Billpay
BillpayCode: 0361 Ref: 1002 4829 8700 006
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to **servicesaustralia.gov.au/centrepay**
for more information.
Reference number: **555 050 397J**

Property ref: 53P//14587/00024
34 FRESHFIELDS DRIVE
CRANBOURNE NORTH VIC 3977

*361 100248298700006

PN53P

Total due: $176.05
Account number: 24829877
Date paid:
Receipt number:

+00000024829877> +009124+ <0000000000> <0000017605> +444+

Our charges

Service charges	For period 01/01/26 to 31/03/26
Water service charge	$21.97
Sewerage service charge	$100.41
Total service charges	**$122.38**
Our charges	**$122.38**

Other authorities' charges

Parks charge 01/01/26 to 31/03/26	$22.45
Waterways and Drainage charge 01/01/26 to 31/03/26	$31.25
Total other authorities	**$53.70**
Total current charges	**$176.05**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see **southeastwater.com.au/charges2025**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/01/26 to 31/03/26**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **www.parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/01/26 to 31/03/26**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.



Drop by drop, we can all do our part to make every drop count

Try 4-minute showers and use a trigger nozzle on your garden hose.

See more tips at **southeastwater.com.au/savewater**

South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia



Drop by drop, we can all do our part to make every drop count

South East Water

Hot spells in summer and early autumn mean we all use a little more water — for our gardens and to stay cool.

But with rising temperatures, lower rainfall, and a growing population, our water supplies are under pressure. That's why it's more important than ever to use water wisely — so there's enough for everyone.

Here are some simple ways to save water:

Bathroom

- Turn off the tap while brushing your teeth or shaving
- Aim for a 4-minute shower
- Use the toilet half-flush (when you can!)

Kitchen/laundry

- Wait until you have a full load to use the dishwasher and washing machine
- Use the eco-mode
- Scrape, don't rinse your dirty dishes

Garden

- Use mulch to help reduce soil evaporation
- Water before 10am and after 6pm when plants absorb more
- Plant drought-tolerant natives

Permanent Water Saving Rules

These rules are in place every day to help us reduce water waste. They include:

Use a trigger nozzle on your hand-held hose.

Wash vehicles on the lawn using a pressure cleaner, trigger-nozzle hose, or bucket.

Watering systems can only be used between 6pm and 10am.

Paths, driveways and outdoor areas mustn't be watered down for cleaning – use a broom.

Scan for tips

Get more water saving tips

Visit **southeastwater.com.au/savewater** or scan the QR code.

Elite Property Group Casey T/as Raine & Horne Cranbourne
3/177 Sladen st,
Cranbourne, VIC 3977

P: 59115800
ABN: 47820060512

Residential Rental Agreement

for

34 Freshfields Drive, Cranbourne North VIC 3977

This agreement is between **Ramandeep Kaur and Pushpinder Dhaliwal** and **Palakdeep Kaur Palak, Khushdeep Singh, Anurag Singh**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Sat 05/07/2025

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

34 Freshfields Drive, Cranbourne North VIC **Postcode** 3977

3. Rental provider details

Full name or company name of rental provider	Ramandeep Kaur and Pushpinder Dhaliwal
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	Elite Property Group Casey T/as Raine & Horne Cranbourne
Address	3/177 Sladen st, Cranbourne, VIC **Postcode** 3977
Phone number	59115800
ACN (if applicable)	659021744
Email address	

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**	Palakdeep Kaur Palak	
Current Address:	34 Freshfields Drive	**Postcode**
Phone number:	04xxxxxxxx	
Email:	xxxxx@xxxxx.com	
Full name of **renter 2**	Khushdeep Singh	
Current Address:	34 Freshfields Drive	**Postcode**
Phone number:	04xxxxxxxx	
Email:	xxxxx@xxxxx.com	
Full name of **renter 3**	Anurag Singh	
Current Address:	34 Freshfields Drive	**Postcode**
Phone number:	04xxxxxxxx	
Email:	xxxxx@xxxxx.com	
Full name of **renter 4**		
Current Address:		**Postcode**
Phone number:		
Email:		

5. Length of the agreement

☑ Fixed term agreement — Start date: Sat 05/07/2025 — (this is the date the agreement starts and you may move in)

End date: Sat 04/07/2026

☐ Periodic agreement (monthly) — Start date:

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

---

6. Rent

Rent amount($) (payable in advance)	2911.00
To be paid per	☐ week ☐ fortnight ☑ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	5th day of each month
Date first rent payment due	Sat 05/07/2025

---

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may —
email rtba@justice.vic.gov.au, or
call the RTBA on 1300 13 71 64

Rental bond amount($)	2911
Bond lodgement date	Fri 04/07/2025
Bond Lodgement No.	

Part B – Standard terms

---

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit ☑ bank deposit ☐ cash ☐ cheque ☐ money order ☐ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	063250
Account:	11183119
Account name:	Rental Trust account
Bank Reference:	Your property address

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☑ Yes — Micky Sidhu: micky.sidhu@cranbourne.rh.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☑ Yes — Palakdeep Kaur Palak: xxxxx@xxxxx.com

☐ No

Renter 2 ☑ Yes — Khushdeep Singh: xxxxx@xxxxx.com

☐ No

Renter 3 ☑ Yes — Anurag Singh: xxxxx@xxxxx.com

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name	Micky Sidhu
Emergency phone number	0423230310
Emergency email address	micky.sidhu@cranbourne.rh.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?
If yes, the rental provider must attach a copy of the rules to this agreement.
(Rental provider to tick as appropriate)

- [x] No
- [ ] Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.
(rental provider to tick as appropriate)

- [ ] The condition report has been provided
- [ ] The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

(a) The rental provider must ensure that:
   i. any smoke alarm is correctly installed and in working condition; and
   ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
   iii. the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
   i. information about how each smoke alarm in the rented premises operates;
   ii. information about how to test each smoke alarm in the rented premises;
   iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

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18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act; and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-andservices/business-practices/contracts/unfair-contract-terms.

32. **Residential Tenancy Database**
    In accord with Section 439 (I) of the Act Elite Property Group Casey T/as Raine & Horne Cranbourne will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Elite Property Group Casey T/as Raine & Horne Cranbourne subject to the Act.
33. **Rental Provider Obligations**
    The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.
    The Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
    The Rental Provider must not increase the Rental more than once in every 12 months.
    Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.
    This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
    Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
34. **Availability of Premises**
    Elite Property Group Casey T/as Raine & Horne Cranbourne will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services**
    The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
    It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne should the power not be connected at the commencement of this Agreement.
    The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
    The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.
37. **Use of Premises**
    The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short

term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to Elite Property Group Casey T/as Raine & Horne Cranbourne.

38. **No Representations**
    The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.
39. **Condition Report**
    The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.
    The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Elite Property Group Casey T/as Raine & Horne Cranbourne within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Elite Property Group Casey T/as Raine & Horne Cranbourne will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.
40. **No Promise of Renewal**
    The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.
41. **Rental Provider Termination**
    The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
42. **Lost Keys**
    The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Elite Property Group Casey T/as Raine & Horne Cranbourne does not guarantee that it holds a spare set of keys to the Premises at its offices.
43. **Extra Keys**
    The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Elite Property Group Casey T/as Raine & Horne Cranbourne at the end of the tenancy without reimbursement.
44. **Floor Protection**
    If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.
45. **Changing Locks**
    The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. **Comply with Insurance**
    Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
47. **No Invalidating Insurance**
    The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
48. **Protection Against Damage**
    The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne or their respective contractors.
49. **Shared Services**
    The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
50. **No Servicing Vehicles**
    The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.
51. **Report Damage or Injury**
    The Renter shall notify Elite Property Group Casey T/as Raine & Horne Cranbourne immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.
52. **Notify Blockages**
    The Renter must as soon as practicable notify the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne or their respective contractors.
53. **Alterations**
    The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.
54. **Rubbish**
    The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.
55. **Pests**
    The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest

that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. **Hanging Clothes**
    The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.
57. **Replace Light Globes**
    The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.
58. **Smoke Free Zone**
    The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.
59. **Payment of Rental**
    All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Elite Property Group Casey T/as Raine & Horne Cranbourne from time to time.
60. **Rental Increase**
    If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.
61. **Maintain Garden**
    The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.
62. **Watering System**
    If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Elite Property Group Casey T/as Raine & Horne Cranbourne or their contractors.
63. **Rental Provider Repairs**
    The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.
    The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Elite Property Group Casey T/as Raine & Horne Cranbourne in writing.
64. **Urgent Repairs**
    The Renter acknowledges that Elite Property Group Casey T/as Raine & Horne Cranbourne is authorised to attend to urgent repairs to a maximum of $2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Elite Property Group Casey T/as Raine & Horne Cranbourne during business

hours or after hours information service on 0423230310 or Elite Property Group Casey T/as Raine & Horne Cranbourne approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. **Vehicle Parking**
    The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.
66. **Pets**
    The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne may impose reasonable conditions. It is not unreasonable for the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne to keep a pet at the Premises the Renter must complete and provide a pet request form.
67. **Pools and Water Features**
    The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.
68. **Rental Provider Entry**
    Subject to compliance with the Act, the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne has the right to enter the Premises:
    - To carry out duties specified in this Agreement, or the Act or any other legislation or law;
    - To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
    - To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
    - To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provider further that at least 7 days' written notice has been given to the Renter.
69. **Assignment and Sub-Letting**
    If during the term of the tenancy the people in occupation of the Premises change -
    The Renter must as soon as practicable notify the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne in writing and comply with clause 27 in Part D of this Agreement.
    The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Elite Property

Group Casey T/as Raine & Horne Cranbourne for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Elite Property Group Casey T/as Raine & Horne Cranbourne as agent to manage the Premises.

70. **Rental Provider Notice**
    If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.
71. **Renter Notice**
    If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.
72. **Periodic Tenancy**
    If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.
73. **Rental Provider Expenses**
    If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne the following costs:
    1. A pro rata letting fee;
    2. Marketing costs as incurred by Elite Property Group Casey T/as Raine & Horne Cranbourne;
    3. National tenancy database checks on each applicant or as required;
    4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
    5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.
74. **Return Keys**
    The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Elite Property Group Casey T/as Raine & Horne Cranbourne during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
75. **No Set-Off**
    The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.
76. **Remove Personal Property**
    The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.
77. **Window Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.
78. **Carpet Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Elite Property Group Casey T/as

Raine & Horne Cranbourne with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. **Definitions and Interpretation**
    All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.
80. **Electronic Notices**
    The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Elite Property Group Casey T/as Raine & Horne Cranbourne. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.
81. **Change of Electronic Address**
    The Rental Provider and the Renter must give immediate written notice to the Other Party and Elite Property Group Casey T/as Raine & Horne Cranbourne if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.
82. **Withdraw Consent**
    The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne but such notice shall only become effective on receipt by the Rental Provider or Elite Property Group Casey T/as Raine & Horne Cranbourne.
83. **Furnishings**
    If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.
84. **Care for Furnishings**
    The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.
85. **Repair/Replacement of Furnishings**
    At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).
86. **Cost of Repairs/Replacements**
    The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.
87. **Owners Corporation**
    A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of

which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☑ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

☐ Yes ☑ No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☑ No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☑ No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☑ No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, you must provide the dates of the latest applicable checks below.

☐ Yes ☑ No

Comments

-

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

If the answer is yes, a description of the outstanding recommendations is to be provided in 'Further information' below.

☐ Yes ☑ No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☑ No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☑ No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☑ No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☑ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If the answer is yes, a description of the notice, order, declaration, report or recommendation must be provided in 'Further Information' below

☐ Yes ☑ No

Comments

-

Heritage Register

Are the premises a heritage listed place on the Heritage Register?
A place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☑ No

Comments

-

Minimum Standards

Do the premises meet the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (https://www.consumer.vic.gov.au/rentalstandards).
If the premises does not meet any of the requirements, please provide details below.

☑ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?
If you are not, please advise the specifics of your rights to rent the property out on the owners behalf.

☑ Yes ☐ No

Comments

-

Renter Acknowledgement

1. *Palakdeep Kaur Palak viewed and acknowledged at Sat, 05/07/2025 10:15*
2. *Khushdeep Singh viewed and acknowledged at Sat, 05/07/2025 02:52*
3. *Anurag Singh viewed and acknowledged at Fri, 04/07/2025 15:45*

Privacy Collection Notice

As professional property managers **Elite Property Group Casey T/as Raine & Horne Cranbourne** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 59115800

Primary Purpose

As professional property managers, **Elite Property Group Casey T/as Raine & Horne Cranbourne** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider**'s lawyers
- The **Rental Provider**'s mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Elite Property Group Casey T/as Raine & Horne Cranbourne** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
  The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
  https://www.tenancydatabase.com.au/contact-us
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Elite Property Group Casey T/as Raine & Horne Cranbourne also collect your personal information to:

- Enable us, or the **Rental Provider**'s lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Elite Property Group Casey T/as Raine & Horne Cranbourne** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Elite Property Group Casey T/as Raine & Horne Cranbourne** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Elite Property Group Casey T/as Raine & Horne Cranbourne** privacy policy can be viewed without charge on the **Elite Property Group Casey T/as Raine & Horne Cranbourne** website; or contact your local **Elite Property Group Casey T/as Raine & Horne Cranbourne** office and we will send or email you a free copy.

Disclaimer

Elite Property Group Casey T/as Raine & Horne Cranbourne its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the

Renter should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Elite Property Group Casey T/as Raine & Horne Cranbourne** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider 1: **Ramandeep Kaur**



Signed at Sat, 05/07/2025 10:52

Rental Provider 2: **Pushpinder Dhaliwal**



Signed at Sat, 05/07/2025 10:59

Renter(s)

Renter 1: **Palakdeep Kaur Palak**



Signed at Sat, 05/07/2025 10:15

Renter 2: **Khushdeep Singh**



Signed at Sat, 05/07/2025 02:52

Renter 3: **Anurag Singh**



Signed at Fri, 04/07/2025 15:45

AUDIT TRAIL

Palakdeep Kaur Palak (Renter)

Sat, 05/07/2025 10:14 - Palakdeep Kaur Palak clicked 'start' button to view the Residential Rental Agreement
Sat, 05/07/2025 10:15 - Palakdeep Kaur Palak stamped saved signature the Residential Rental Agreement
Sat, 05/07/2025 10:16 - Palakdeep Kaur Palak submitted the Residential Rental Agreement

Khushdeep Singh (Renter)

Sat, 05/07/2025 02:50 - Khushdeep Singh clicked 'start' button to view the Residential Rental Agreement
Sat, 05/07/2025 02:52 - Khushdeep Singh stamped saved signature the Residential Rental Agreement
Sat, 05/07/2025 02:52 - Khushdeep Singh submitted the Residential Rental Agreement

Anurag Singh (Renter)

Fri, 04/07/2025 15:43 - Anurag Singh clicked 'start' button to view the Residential Rental Agreement
Fri, 04/07/2025 15:45 - Anurag Singh stamped saved signature the Residential Rental Agreement
Fri, 04/07/2025 15:45 - Anurag Singh submitted the Residential Rental Agreement

Ramandeep Kaur (Rental Provider)

Sat, 05/07/2025 10:49 - Ramandeep Kaur clicked 'start' button to view the Residential Rental Agreement
Sat, 05/07/2025 10:52 - Ramandeep Kaur stamped saved signature the Residential Rental Agreement
Sat, 05/07/2025 10:53 - Ramandeep Kaur submitted the Residential Rental Agreement

Pushpinder Dhaliwal (Rental Provider)

Sat, 05/07/2025 10:58 - Pushpinder Dhaliwal clicked 'start' button to view the Residential Rental Agreement
Sat, 05/07/2025 10:59 - Pushpinder Dhaliwal stamped saved signature the Residential Rental Agreement
Sat, 05/07/2025 10:59 - Pushpinder Dhaliwal submitted the Residential Rental Agreement

AGREEMENT END

DATED 2026

PUSHPINDER DHALIWAL AND RAMANDEEP KAUR

VENDOR STATEMENT

Property: **34 Freshfields Drive, Cranbourne North VIC 3977**

DDSS Legal Pty Ltd
Licensed Conveyancer
2 Waterbush Crescent
LYNDHURST VIC 3975
Tel: 0397029990
Fax: 03 8725 0203

Ref: AJ:26398