

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

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

Print name of person signing JASON PETER HONEY & KAREN JANE HONEY as the Directors of BUZZHONEY1961 PTY LTD

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Xynergy Realty - Altona
114-116 Queens Street ALTONA VIC 3018

Tel: 0414 241 168 Fax: Ref: Endru Yao Email: endru@xynergy.com.au

VENDOR

BUZZHONEY1961 PTY LTD

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-26/40498 Email:
settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
12335/738	14	PS 820849L

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
35 Gallaxus Avenue Wyndham Vale Vic 3024

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT

Price	\$		
Deposit	\$	by	
Balance	<u>\$</u>	(of which \$	has been paid)
		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)

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

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

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

SETTLEMENT (general condition 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; or
- 14 days 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 words '**subject to lease**' appear in this box:

subject to lease

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

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

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

6. Duties Form

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

Contract of Sale of Land - General Conditions

Contract Signing

1 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 in the header 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 11.4(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 11.14 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 will provide any current domestic building insurance required pursuant to section 43B of the Domestic Building Contracts Act 1995 (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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.

13.8 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
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 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 *Banking Act 1959 (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 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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 lodgment 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 lodgment 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment.
- 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 during the hours that the settling ELNO operates in the State of Victoria.
- 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 lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
 - (d) 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 lodgment 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, unless the margin scheme applies.
- 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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1 -2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) 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 basis that 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
- 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.
- 23.4 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* (Vic) applies.

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;
- 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 lodgment 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;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 lodgment 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 lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 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.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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.

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.

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

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

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

SECTION 32

STATEMENT

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

Vendor:	BUZZHONEY1961 PTY LTD
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Property:	35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024
------------------	--

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-26/40498

SECTION 32 STATEMENT
35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024

32A FINANCIAL MATTERS

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

- (a) Their total does not exceed: \$5,000.00 plus Owners Corporation fee(s)
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
 - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
 - See attached certificate

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT
35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WYNDHAM PLANNING SCHEME

Responsible Authority: WYNDHAM CITY COUNCIL

Zoning: UGZ - Urban Growth Zone

Planning Overlay/s: See attached reports

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

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

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

SECTION 32 STATEMENT
35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024

32H SERVICES

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

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

32I TITLE

Attached are the following document/s concerning Title:

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

SECTION 32 STATEMENT
35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

JASON PETER HONEY & KAREN JANE HONEY as the Directors of BUZZHONEY1961 PTY LTD

Signature/s of the Vendor

x

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

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

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

--

Signature/s of the Purchaser

x

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
☐ **Yes** / ☐ **No**. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
☐ **Yes** / ☐ **No**. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;
☐ **Yes** / ☐ **No**. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
☐ **Yes** / ☐ **No**. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
☐ **Yes** / ☐ **No**. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
☐ **Yes** / ☐ **No**. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
☐ **Yes** / ☐ **No**. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - use for the manufacture of substances such as methylamphetamine, or
 - a defence or fire brigade training site involving the use of hazardous materials.☐ **Yes** / ☐ **No**. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
☐ **Yes** / ☒ **No**. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
☐ **Yes** / ☐ **No**. If Yes, please specify:

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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 12335 FOLIO 738

Security no : 124133711840W

Produced 13/04/2026 12:39 PM

LAND DESCRIPTION

Lot 14 on Plan of Subdivision 820849L.
PARENT TITLE Volume 12229 Folio 147
Created by instrument PS820849L 11/10/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BUZZHONEY1961 PTY LTD of 11 CROXTON DRIVE KURUNJANG VIC 3337
AV000753U 09/11/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV000754S 09/11/2021
PERPETUAL CORPORATE TRUST LTD

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
AL114846N 28/05/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AQ062566M 20/07/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AS654081V 28/10/2019

AGREEMENT Section 173 Planning and Environment Act 1987
AT726349V 28/10/2020

DIAGRAM LOCATION

SEE PS820849L 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: 35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 09/11/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS820849L

DOCUMENT END

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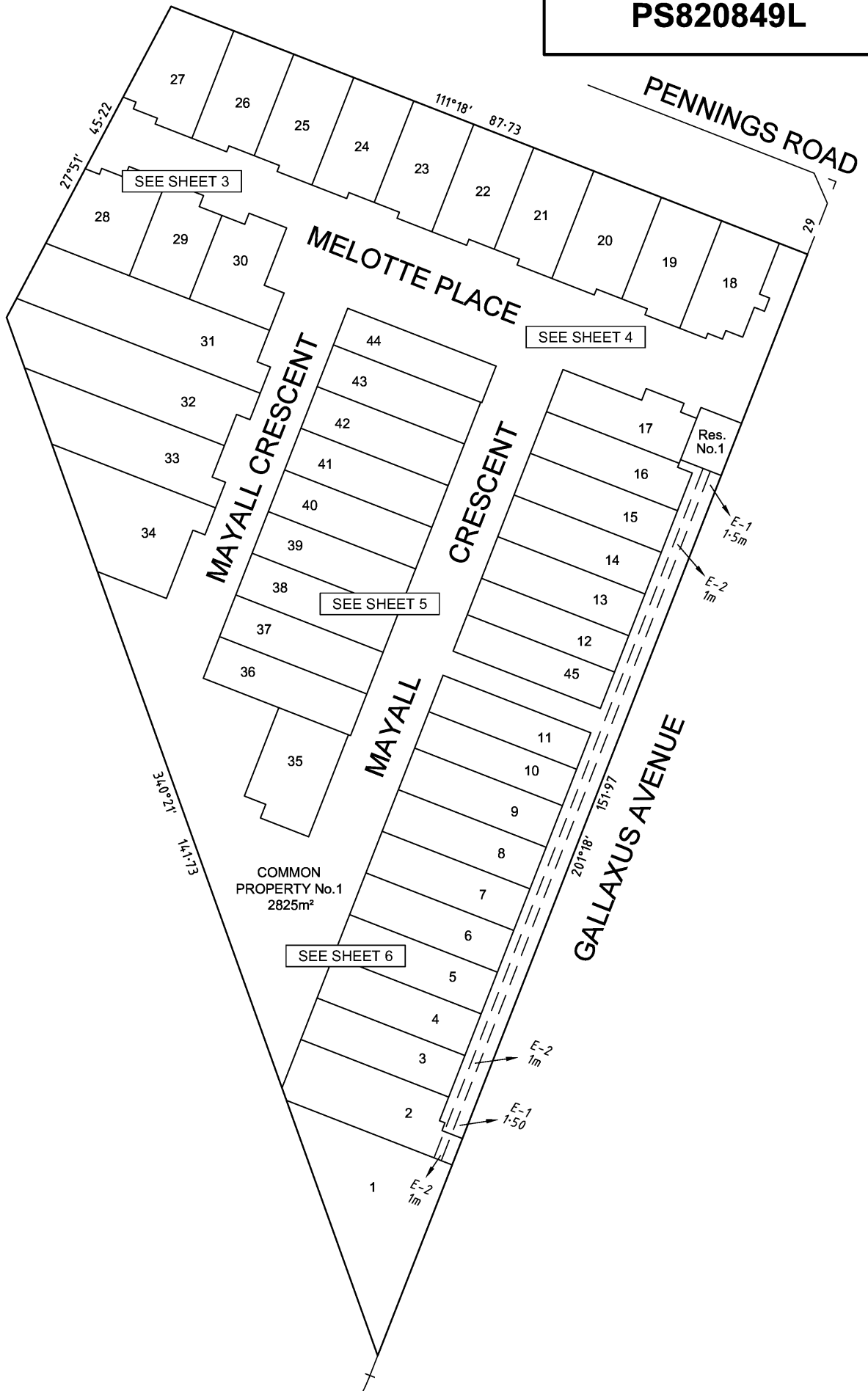
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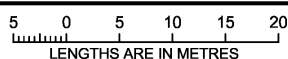
PLAN OF SUBDIVISION				LV USE ONLY EDITION 1	PS820849L	
LOCATION OF LAND PARISH : WERRIBEE TOWNSHIP : - - - SECTION : 9 CROWN ALLOTMENT : B (PART) CROWN PORTION : - - - TITLE REFERENCE : VOL 12229 FOL 147 LAST PLAN REFERENCE : LOT V ON PS806957N POSTAL ADDRESS : 7 GALLAXUS AVENUE (At time of subdivision) WYNDHAM VALE VIC 3024 MGA94 Co-ordinates E 291 036 ZONE: 55 (of approx centre of land in plan) N 5806 651 GDA 94				Council Name: Wyndham City Council Council Reference Number: WYS5280/19 Planning Permit Reference: WYP11951/19 SPEAR Reference Number: S150301H Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Mark Tenner for Wyndham City Council on 29/09/2021		
VESTING OF ROADS AND/OR RESERVES				NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			STAGING This is not a staged subdivision. Planning Permit No. WYP11951/19 DEPTH LIMITATION Does Not Apply		
RESERVE No.1	POWERCOR AUSTRALIA LIMITED					
Easement(s) E-3 is exaggerated for clarity.				Common Property No.1 is all the land in the plan except the lots, it includes private roads Mayall Crescent and Melotte Place. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES This plan is based on survey. This survey has been connected to permanent marks no(s) PM527 In Proclaimed Survey Area No. - -		
EASEMENT INFORMATION						
LEGEND:		A - Appurtenant Easement		E - Encumbering Easement		R - Encumbering Easement (Road)
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	POWER SUPPLY (Underground Cables)	1.50	THIS PLAN	POWERCOR AUSTRALIA LIMITED		
E-2	TELECOMMUNICATION (Transmission By Underground Cables)	1	THIS PLAN	LOTS ON THIS PLAN		
E-3	PARTY WALL	0.15	THIS PLAN	RELEVANT ABUTTING LOTS ON THIS PLAN		
 Intrax			REFERENCE: 111156 Digitally signed by: Rodney Olsen, Licensed Surveyor, Surveyor's Plan Version (13), 21/09/2021, SPEAR Ref: S150301H		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 6
			PLAN REGISTERED TIME: 11/10/2021 DATE: 4:45pm Assistant Registrar of Titles			

PS820849L



Intrax

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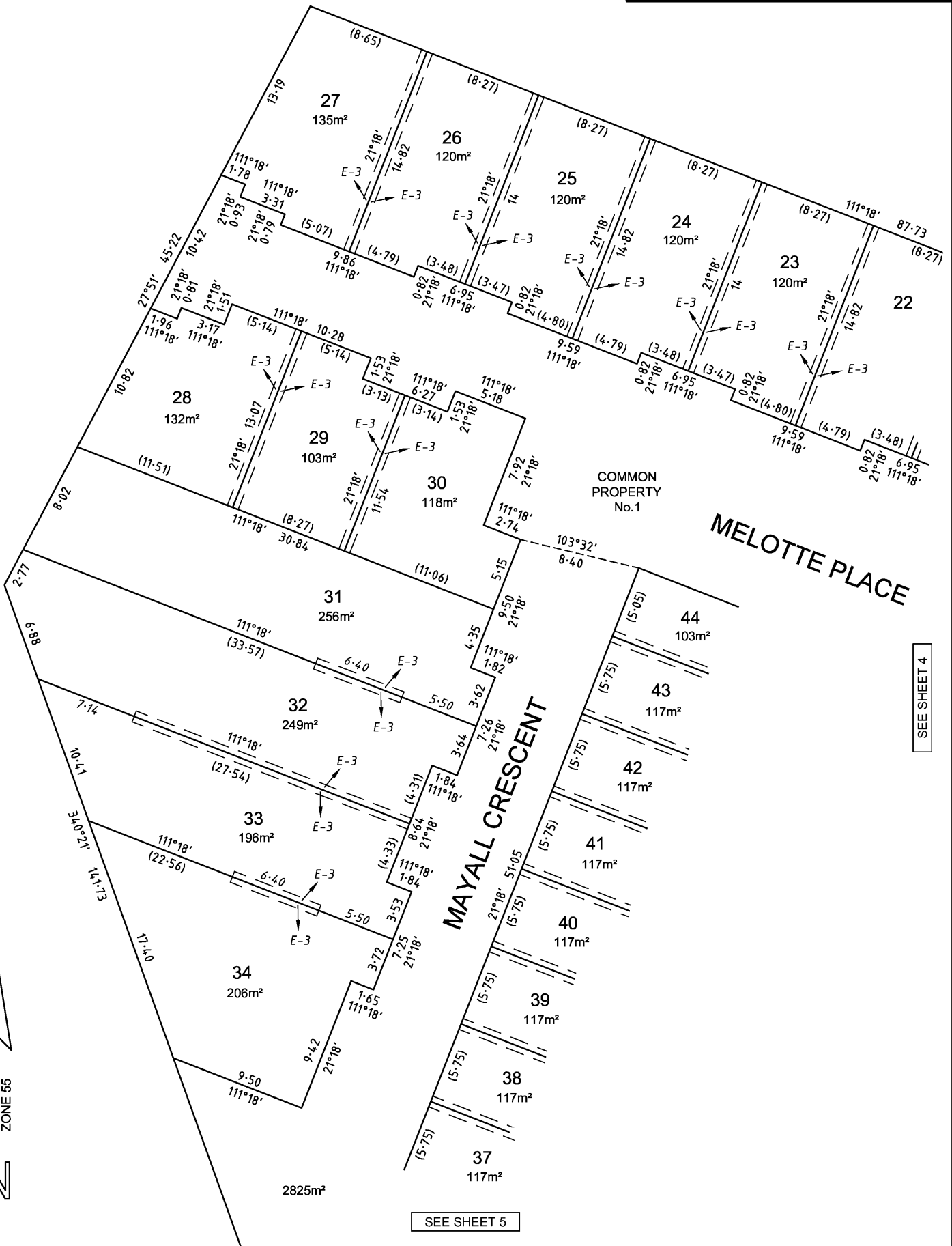
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SHEET 2

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21/09/2021, SPEAR Ref: S150301H

Digitally signed by:
Wyndham City Council,
29/09/2021,
SPEAR Ref: S150301H

PS820849L



Intrax

SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

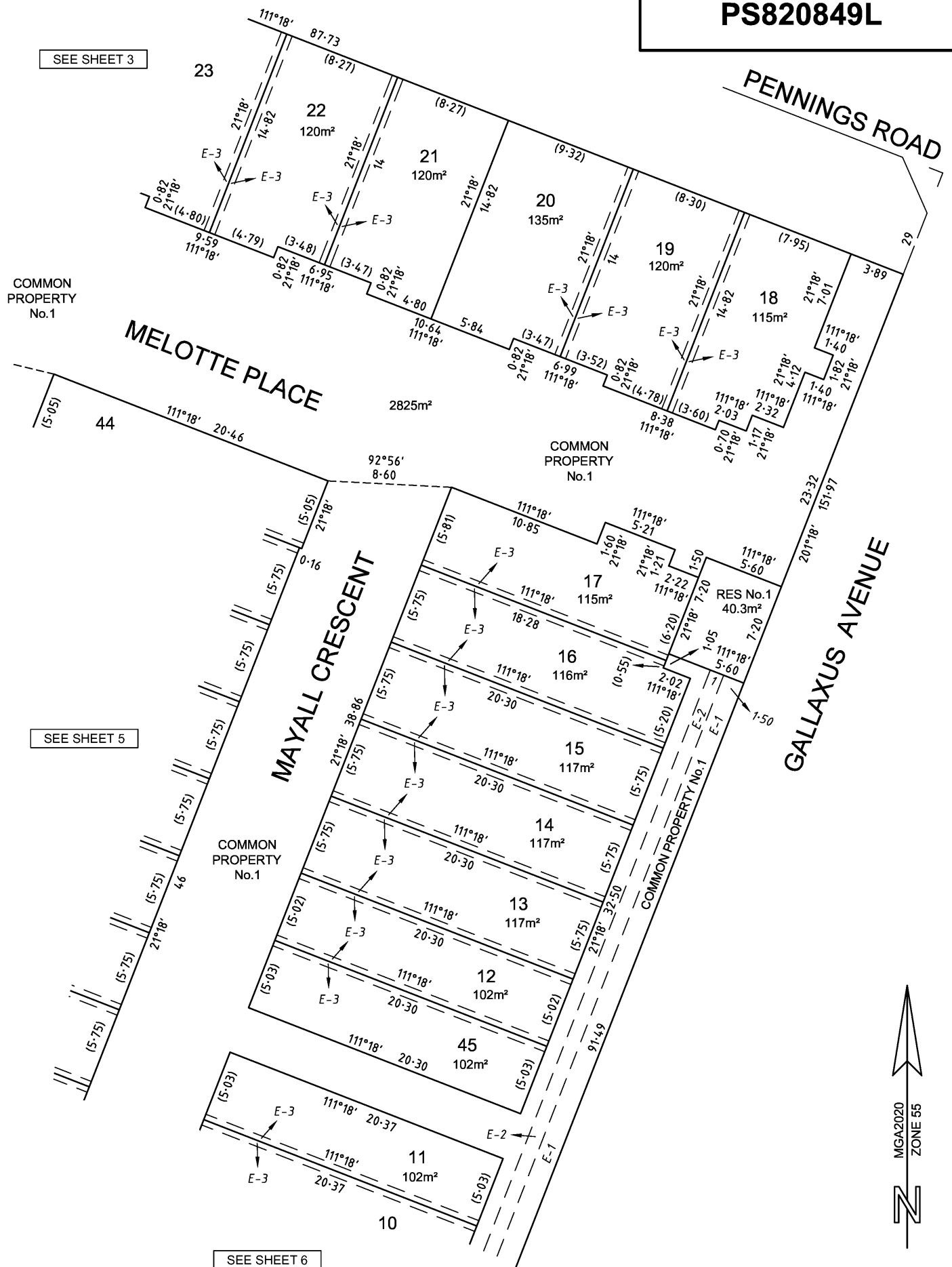
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SHEET 3

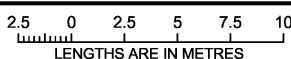
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21/09/2021, SPEAR Ref: S150301H

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29/09/2021,
SPEAR Ref: S150301H

PS820849L



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SHEET 4

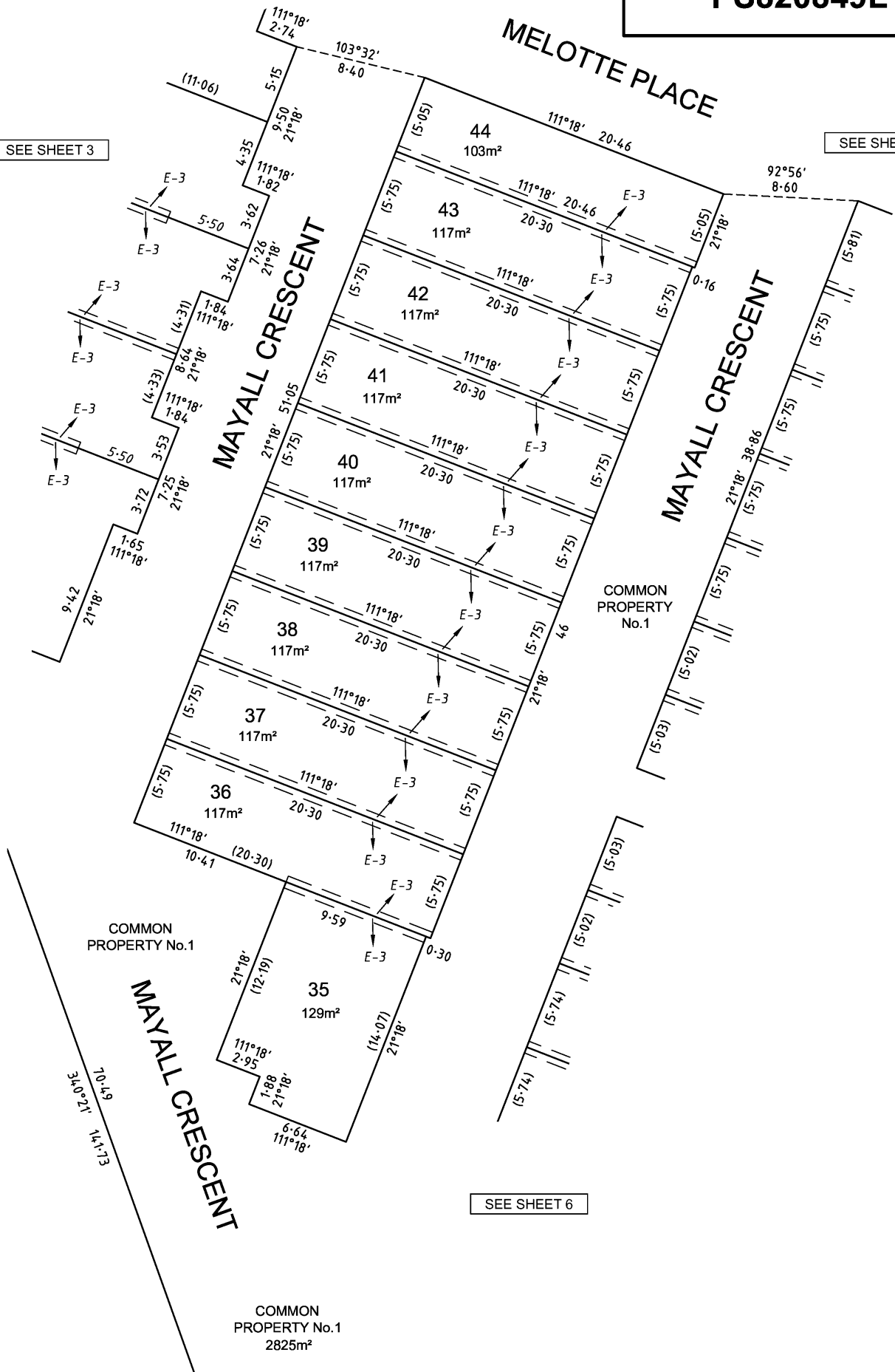
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Surveyor's Plan Version (13),
21/09/2021, SPEAR Ref: S150301H

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Wyndham City Council,
29/09/2021,
SPEAR Ref: S150301H

PS820849L

SEE SHEET 3

SEE SHEET 4



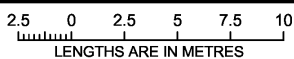
SEE SHEET 6



MGA2020
ZONE 55



SCALE
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SHEET 5

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Surveyor's Plan Version (13),
21/09/2021, SPEAR Ref: S150301H

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Wyndham City Council,
29/09/2021,
SPEAR Ref: S150301H

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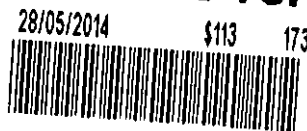
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Form 18

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

AL114846N



Lodged by

Name: Maddocks

Phone: 03 9288 0523

Address: 140 William Street, Melbourne

Ref: NPH: NPH: 5913153

Customer Code: 11578E

The 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 for the land.

Land: Lot 1 on PS 708624 being the land described in Certificate of Title Volume 9317 Folio 265, and Lot 2 on LP 125673 being the land described in Volume 9317 Folio 264, and Lot 2 on LP 125673 being the

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

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

A copy of the agreement is attached to this application.

Signature for the Authority:

Name of officer: Kerry Thompson

Office held: Chief Executive Officer

Date: 26/5/2014

AL114846N

28/05/2014

\$113

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PLANNING AGREEMENT

CRG Nominees Pty Ltd

("the Owner")

and

WYNDHAM CITY COUNCIL

THIS AGREEMENT is made the *16th* day of *May*
pursuant to Section 173 of the *Planning and Environment Act 1987* ("1

AL114846N



PARTIES:

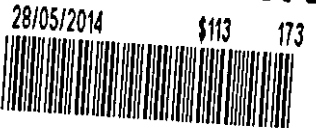
1. Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee, Victoria 3030 ("**Council**"); and
2. CRG Nominees Pty Ltd as trustee for the Wyndham Vale Unit Trust ACN 088 212 631 of Level 4, Podium Building, 120 Collins Street, Melbourne, VIC 3000 ("**the Owner**")

RECITALS:

- 1 Council is responsible for the administration and enforcement of the Wyndham Planning Scheme ("**the Planning Scheme**") pursuant to the provisions of the Planning and Environment Act 1987 ("**the Act**").
- 2 The Owner is the registered proprietor of the land described in Certificates of Title Volume 9317 Folio 265 being Lot 1 on PS708624, and Volume 9317 Folio 264 being Lot 2 on LP 125673 ("**the Land**").
- 3 The Land is zoned Urban Growth Zone ("**UGZ**") and will be subject to a future Development Contributions Plan.
- 4 The Owner and Council acknowledge that development contributions in relation to the Land shall be made generally in accordance with the DCP applying to the land.
- 5 Council will be the collecting agency and the development agency under the DCP.
- 6 Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency.
- 7 The DCP will provide that, where the collecting agency agrees in writing, infrastructure projects funded in the DCP may be provided by Owners of Land covered by the DCP, with a credit being provided to the Owner against its Development Contribution Liability.
- 8 Clause 52.01 of the Planning Scheme and the Precinct Structure Plan ("**PSP**") will, together, specify the passive open space contribution to apply to the land.
- 9 The Planning Permit provides, at condition 2, that the 2 lots created by the Plan must not be further subdivided under the excision provisions of clause 37.07-3 of the Planning Scheme.
- 10 The Planning Permit also provides, at condition 3, that the Owner must not construct or cause or permit to be constructed, on the Land a dwelling, garage, carport or any type of outbuilding over the Hobbs Road Frontage and the Ballan Road Frontage.
- 11 The parties enter into this Agreement to facilitate the requirements referred to in these Recitals.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Act.
2. This Agreement shall come into force immediately and shall run with the title to the Land.



Interpretation

3. The parties agree that in the interpretation of this Agreement:

"Agreement" means this agreement, as amended from time to time.

"Ballan Road Frontage" means the area set aside for the widening of Ballan Road as described on the Public Acquisition Overlay Plan as PAO2 exhibited as part of Amendment G21 to the Wyndham Planning Scheme, as subsequently approved and gazetted under the Wyndham Planning Scheme.

"Certification" means certification of a plan of subdivision by Council under the *Subdivision Act 1988*;

"Community Infrastructure Levy" means the community infrastructure levy required to be paid pursuant to a Planning Permit and clause 45.06 of the Planning Scheme;

"Development" means the development intended to be carried out on the Land;

"Development Contributions Liability" has the meaning given in clause 17;

"DCP" means the draft Wyndham West Development Contributions Plan, August 2013, or as later amended and approved under any revision to the Wyndham West Development Contributions Plan.

"Development Infrastructure Levy" means the development infrastructure levy required to be paid pursuant to a Planning Permit and clause 45.06 of the Planning Scheme;

"Grima Lot" means lot 1 on PS612204W and lot 1 on PS612203Y;

"Hobbs Road Frontage" means a proposed area of land for the widening of Hobbs Road of approximately 14 metres in width as is more particularly described as 'Infrastructure Project RD-05' and the area set aside for the intersection of Hobbs Road with Ballan Road described as "infrastructure Project IN-15 in the DCP;

"Land" means the land referred to in recital 2;

"Net Developable Area" will be defined in the future DCP;

"Owner" shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner with respect to the Land of which it is registered as proprietor shall also be binding on its successors, transferees, Purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("**the successors**") as if each of those successors had separately executed this Agreement;

"Plan" means plan of subdivision PS612204W;

"Planning Permit" means planning permit WYP6366/12 as amended from time to time;

"Planning Scheme" means the Wyndham Planning Scheme, as amended from time to time;

"Practical Completion" means when practical completion is achieved under the relevant building contract for the Potential DCP Project;

"Potential DCP Project" means a project funded partially or wholly by the future DCP that is reasonably required or desirable to be provided as part of the development of the Land;

"PSP" means the future Precinct Infrastructure Plan (currently known as the Ballan Road Precinct Structure Plan which will be referred to in a future Schedule to the UGZ;

“Residential Lot” means a lot which is of a size and dimension such that it is intended to be developed as a house lot without further subdivision; and

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

Interpretation

4. The parties agree that in the interpretation of this Agreement:

- 4.1 The singular includes the plural and the plural includes the singular;
- 4.2 A reference to a gender includes a reference to each other gender;
- 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
- 4.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
- 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement; and
- 4.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the recitals.

AL114846N

28/05/2014

\$113

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Severability

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

Obligations of the Parties

6. The Owner agrees:

- 6.1 to make contributions towards the provision of infrastructure as set out in the DCP; and
- 6.2 to make a contribution towards the provision of major active and passive open space as set out in the PSP and DCP;

Owner Not to Subdivide Further Under Clause 37.07-3 of the Planning Scheme

7. The Owner must not subdivide any further either of the lots created by the Plan under clause 37.07-3 of the Planning Scheme. Nothing in this clause 7 operates to limit the Owner from subdividing the lots created by the Plan further when the PSP is applied.

Owner not to build over

8. Subject to clause 9, the Owner shall not without the prior written consent of Council construct, or cause or permit to be constructed, on the Hobbs Road Frontage or the Ballan Road Frontage a dwelling, garage, carport or any type of outbuilding.

9. The parties agree and acknowledge that:

- 9.1 the provisions of clause 8 do not prejudice the right of the Owner to trigger claim, or otherwise disadvantage the Owner with respect to, any compensation payable under the Land Acquisition and Compensation Act 1986 as a result of any public acquisition overlay being applied over the Ballan Road Frontage; and

- 9.2 in the absence of clause 8 and the proposed public acquisition overlay the Owner would otherwise have sought to include the Ballan Road Frontage in the proposed future subdivision and development of the Land.

Credits to be allowed by Council

10. Council agrees that upon entering into this Agreement, where applicable Council will allow the Owner:
- 10.1 a credit against its Development Contributions Liability in relation to the transfer to, or vesting in, Council of any land for arterial roads and major pathways in accordance with clause 6.1, including, without limitation, the Hobbs Road Frontage;
- 10.2 a credit against its Development Contributions Liability in relation to the vesting of any land for community facilities in Council, in accordance with clause 6.1; and
- 10.3 a credit against its Development Contributions Liability in relation to the vesting of any Active Open Space Reserve in Council, in accordance with clause 6.1.

Potential Works In Kind

11. The Owner may apply for approval to construct, or provide (as land), one or more of the Potential DCP Projects. The Owner's application must be in writing and must be given to Council at least 3 months prior to the proposed commencement of construction of a Potential DCP Project or the proposed provision via vesting or transfer of land to Council in respect of a Potential DCP Project.
12. If Council allows the Owner to provide a Potential DCP Project, the Owner agrees that it will construct the Potential DCP Project:
- 12.1 in accordance with the plans and specifications approved by Council under clause 11 of this Agreement;
- 12.2 by a date to be agreed with Council; and
- 12.3 to the reasonable satisfaction of Council.
13. If Council allows the Owner to construct a Potential DCP Project, the Owner must submit proposed plans and specification details for the Potential DCP Project to Council for approval. The proposed design and specification details for the Potential DCP Project must be in accordance with the DCP unless otherwise agreed in writing.
14. If the Owner does not meet the timeframe set out in clause 12.2, Council may:
- 14.1 extend the time for completion of the Potential DCP Project;
- 14.2 refuse to issue any further Statements of Compliance for subdivision until the Potential DCP Project is completed; or
- 14.3 extend the time for completion of the Potential DCP Project and require a bank guarantee to secure the completion of the Potential DCP Project.

If Council allows the provision of a Potential DCP Project, then upon Practical Completion of the Potential DCP Project Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the DCP.

If Council allows the provision of land comprising a Potential DCP Project, then upon vesting in or transfer to Council of the land comprising the Potential DCP Project,

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Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the DCP.

Balancing liabilities and credits and carrying forward of credit

17. Subject to clause 19, the Owner acknowledges that it will have a liability (**"Development Contributions Liability"**) in relation to the Land and it must:
 - 17.1 pay the Development Infrastructure Levy in cash calculated on a per net developable hectare basis as set out in the DCP:
 - 17.1.1 after Certification of the plan of subdivision for the relevant stage of subdivision and not more than 21 days prior to the issue of a Statement of Compliance in respect of the plan of subdivision for the relevant stage of subdivision; or
 - 17.1.2 as agreed with Council; and
 - 17.2 pay the Community Infrastructure Levy payable in relation to the Residential Lots to be created by a stage prior to issue of a Statement of Compliance for that stage or otherwise as agreed with Council.
18. Subject to clause 19, the Owner agrees to pay its Development Contributions Liability on a stage-by-stage basis except as otherwise provided for in this Agreement.
19. Council agrees:
 - 19.1.1 that the Owner will not be required to pay as Development Contributions Liability until all credits the Owner is entitled to under this Agreement have been exhausted; and acknowledges
 - 19.2 that, upon the Owner complying with its obligations under this Agreement, the Owner will have, in relation to the Land, fully discharged its obligations in relation to the Owner's Development Contributions Liability.

Adjustment and administration

20. The parties agree that, unless otherwise specified, any dollar amounts in this Agreement are to be adjusted, in accordance with the methodology to be specified in the DCP:
 - 20.1 in relation to land; and
 - 20.2 in relation to works.
21. The parties acknowledge and agree that the table contained in Schedule 1 reflects the parties' understanding of the table to be completed and maintained by Council to record payments to be made by and the credits to be granted to the Owner under this Agreement.
22. The Owner must on 1 July in each year after the execution of this Agreement prior to seeking a Statement of Compliance for a stage submit a table in substantially the same form as Schedule 1 but adjusted for indexation and land adjustments in accordance with the DCP and which also takes into account payments made, credits allowed and credit utilised all to the reasonable satisfaction of Council.
23. In relation to a planning permit for subdivision of the Land other than the Planning Permit, the Owner must:
 - 23.1 prior to commencing works pursuant to a permit; and

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- 23.2 prior to seeking a Statement of Compliance for a stage of the subdivision approved by such planning permit, submit a table in the format contained at Schedule 1, which is cross referenced to the DCP and sets out DCP payments made, DCP credits allowed and DCP credit utilised.

Agreed Land Values

24. Council and the Owner agree that:

- 24.1 the provisions of this Agreement that refer or relate to land values are 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 any part of the Land; and
- 24.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a credit in respect of any of the 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 any part of the Land.

Disputes

25. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("**the tribunal**") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred 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, for arbitration pursuant to the Commercial Arbitration Act 2011.
26. Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.
27. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 25 and 26. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

28. The Owner warrants and covenants that as at the date hereof, the Owner is the registered proprietor of the Land;
29. Without limiting the operation or effect which this Agreement has, apart from the Owner and any other person who has consented in writing to this Agreement and those parties who have entered into a contract of sale for purchase or transfer of a lot prior to registration of the relevant plan of subdivision, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

The Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958* as far as the Owner is aware.

Registration of Agreement

- Council and the Owner shall do all things necessary (including signing any further Agreement, acknowledgment or document) to enable Council to register this Agreement on the certificate of title to the Land, in accordance with section 181 of the Act.

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- 31.1 without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as this Agreement is registered on the certificate of title to the Land, successors in title shall be required to:
- 31.2 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 31.3 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this agreement shall continue as if executed by such successors as well as by the parties to this agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Ending of agreement

32. Subject to clause 33, this Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement. Council must, within 10 days of receiving a written request from the Owner, sign and return an application under section 183(3) of the Act to end this Agreement.
33. If Council issues a statement of compliance for a stage of the Development, it must at the same time issue the Owner with a signed application to the Land Registry under section 183(1) of the Act to end this Agreement in respect of all of the land contained in that stage.
34. Clause 8 ceases to have effect with respect to:
 - 34.1 the Ballan Road Frontage should the Council withdraw or not apply the proposed public acquisition overlay over the Ballan Road Frontage; and
 - 34.2 the Hobbs Road Frontage should that area cease to be the subject of a road widening proposal in an infrastructure project in the Wyndham West Development Contributions Plan.

Notification to Successors in Title

35. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended Purchaser, transferee or assignee the existence and nature of this agreement.
36. The Owner and Council acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the Owner are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, their successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner may apply for planning permission

The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the Land or prevent or constrain the Council from considering and determining any such application in accordance with the requirements of the Planning Scheme and the Act.

Notice

37. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

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- 38.1 By delivering it personally to that party;
- 38.2 By sending it by prepaid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time; or
- 38.3 By sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

39. A notice or other communication is deemed served:

- 39.1 If delivered, on the next following business day;
- 39.2 If posted, on the expiration of two business days after the date of posting; or
- 39.3 If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

Entire understanding

40. This Agreement:

- 40.1 Is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- 40.2 Supersedes any prior agreement or understanding on anything connected with that subject matter.

Counterparts

- 41. This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:
 - 41.1 Must be treated as an original counterpart;
 - 41.2 Is sufficient evidence of the execution of the original; and
 - 41.3 May be produced in evidence for all purposes in place of the original.

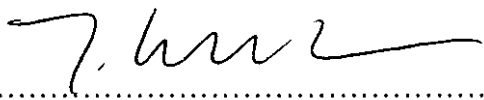
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- 10 -

IN CONFIRMATION of their agreement the parties have executed this agreement on the date set out at the commencement of this agreement.

EXECUTED by
CRG Nominees Pty Ltd
ACN 088 212 631 in
accordance with Section 127 of the
Corporations Act 2001 by being signed by
those persons who are authorised to sign for
the company:


.....
Director

Full name:
Jonathan Peter Callaghan

Address: Level 6 No. 126
Phillip Street, Sydney NSW 2000

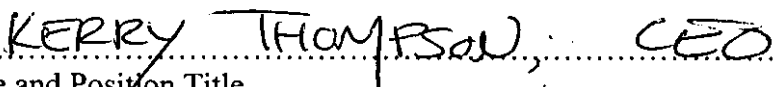

.....
Director

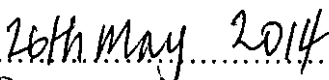
Full name:
Cameron Richard Holt

Address: Level 6 No. 126
Phillip Street, Sydney NSW 2000

SIGNED FOR AND ON BEHALF OF
WYNDHAM CITY COUNCIL pursuant to an
Instrument of Delegation dated 24 June 2013




.....
Name and Position Title


.....
Date



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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 21

AQ062566M



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:AZV:7042977
Customer Code: 1167E

The 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 for the land.

Land: Volume 11499 Folio 769

Responsible Authority: Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee, Victoria, 3030

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

Signature for the Authority:

A handwritten signature in black ink, appearing to read 'Peter Van Til'.

Name of officer:

PETER VAN TIL

Position Held:

MANAGER PLANNING & BUILDING

Date:

4 JULY 2017

AQ062566M



Date **4 / 7** /2017

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 12 Hobbs Road, Wyndham Vale

Purpose: Lot Restrictions and Waste Collection

City of Wyndham

and

Wyndham Vale Project Pty Ltd
ACN 164 411 278



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 4 / 7 / 2017

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Parties

Name	Wyndham City Council
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	Council
Name	Wyndham Vale Project Pty Ltd
	ACN
Address	164 411 278
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. Planning Permit No. WYP7869/14.08 was issued by Council on 6 March 2015 and amended on 18 December 2015 and 6 October 2016.
- D. Conditions 14 (d), (e) and (f) of the Planning Permit require the Owner to enter into an Agreement under Section 173 of the Planning and Environment Act 1987 providing for:
 - i. Single dwelling covenants/restrictions for those lots within the proposed court bowl and served/accessed by extended driveways;
 - ii. Private Waste Collection Management Plans for lots served/accessed via extended driveways; and
 - iii. A restriction on corner lots limiting boundary fencing to 1.2m in height.
- E. Upon registration of the Proposed Plan of Subdivision, this Agreement will end in relation to the lots other than those lots specified in Condition 14 and as identified in Schedule 1 of this Agreement.
- F. Council and the Owner have entered into this Agreement to give effect to Condition 14 and to advance the objectives of planning in Victoria.
- G. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

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The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and includes this Agreement as amended from time to time.

Condition 14 means the obligations in Condition 14 (d), (e) and (f) of the Planning Permit relating to single dwelling restrictions, private waste management plans and a restriction on fence height.

Corner Lot means a lot shown as a corner lot on the Proposed Plan of Subdivision.

Court Bowl Lot means a lot shown as a court bowl lot on the Proposed Plan of Subdivision.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

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

Extended Driveway Lot means a lot shown as an extended driveway lot on the Proposed Plan of Subdivision.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

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.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the Owner of a Residential Lot.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means Planning Permit No. WYP7869/14.08 issued by Council on 6 March 2015 as amended from time to time.

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

Proposed Plan of Subdivision means the unregistered plan of subdivision contained in Schedule 1 to this Agreement which designates Corner Lots, Court Bowl Lots and Extended Driveway Lots for the purpose of this Agreement.

Residential Lot means a lot created by the subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subject Land means 12 Hobbs Road Wyndham Vale being the land contained and described in Certificate of Title Volume 11499 Folio 769 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

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 all genders;
- 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;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used 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 Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 enable the Owner to satisfy Condition 14;
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons to enable the Owner to satisfy Condition 14 of the Planning Permit.

5. Restrictions on the Lots

5.1 Single Dwelling Covenant for Court Bowl Lots and Extended Driveway Lots

The Owner must not build, place, construct or erect more than one single dwelling on each of the Court Bowl Lots and the Extended Driveway Lots.

5.2 Private Waste Collection Management Plan for the Extended Driveway Lots

The Owner acknowledges and agrees that:

- 5.2.1 it will notify any purchaser of an Extended Driveway Lot that the collection of household waste, garden waste and recyclable materials from the Extended Driveway Lots is subject to a Private Waste Collection Management Plan;
- 5.2.2 prior to the occupation of any dwelling on each of the Extended Driveway Lots, the Owner will prepare a Private Waste Collection Management Plan;
- 5.2.3 the Private Waste Collection Management Plan must provide that the Owner of an Extended Driveway Lot must:
 - (a) if household waste, garden waste and recyclable materials is to be collected by Council's ordinary waste collection services, move the relevant bins and materials to a point on the kerb of the adjoining street that is outside the extended driveway and accessible to Council's waste collection vehicles to the satisfaction of Council; or
 - (b) arrange for the commercial collection of household waste, garden waste and recyclable materials from the Extended Driveway Lot.
- 5.2.4 the Owner must submit the Private Waste Collection Management Plan to Council for approval;¹ and
- 5.2.5 upon approval of the Private Waste Collection Management Plan, the collection of household waste, garden waste and recyclable materials generated by the Extended Driveway Lots must only be collected in accordance with the provisions of the Private Waste Collection Management Plan approved by Council; and

¹ Owners should check with Council to ascertain the terms of the approved Private Waste Collection Management Plan. This will have been prepared by the subdivider and then will bind subsequent purchasers.

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5.2.6 any Private Waste Collection Management Plan approved by Council under this Agreement may be amended provided an amended Private Waste Collection Management Plan is approved to the satisfaction of Council.

5.3 Maximum front fence height for Corner Lots

The Owner of a Corner Lot agrees that the maximum height of the fence on the Corner Lot must not exceed 1.2 metres.

5.4 Notice and registration

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

5.5 Further actions

The Owner covenants and agrees that the Owner:

- 5.5.1 must do all things necessary to give effect to this Agreement;
- 5.5.2 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
- 5.5.3 agrees to 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.

5.6 Council's costs to be paid

The Owner covenants and agrees that the Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 5.6.1 drafting, finalising, signing, and recording this Agreement;
- 5.6.2 drafting, finalising and recording any amendment to this Agreement; and
- 5.6.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

5.7 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 5.6 the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

5.8 Interest for overdue money

The Owner agrees that:

- 5.8.1 the Owner must pay to Council interest in accordance with the rate specified under section 172 of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

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- 5.8.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

6. Agreement under section 173 of the Act

The Parties 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 in accordance with section 173 of the Act.

7. Owner's warranties

- 7.1 The Owner warrants that apart from the Owner and 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.

8. Successors in title

The Owner covenants and agrees that until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 8.1 give effect to this Agreement; and
- 8.2 enter into a deed agreeing to be bound by the terms of this Agreement.

9. General matters

9.1 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:

- 9.1.1 personally on the other Party;
- 9.1.2 by leaving it at the other Party's Current Address;
- 9.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 9.1.4 by email to the other Party's Current Email.

9.2 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.



9.3 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.

9.4 No fettering of Council's powers

The Owner acknowledges agrees that 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.

9.5 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.

9.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

9.7 Governing law

The Parties agree that this Agreement is governed by and is to be construed in accordance with the laws of Victoria.



10. GST

- 10.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 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.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

11. Commencement of Agreement

This Agreement commences on the date of this Agreement.

12. Amendment of Agreement

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

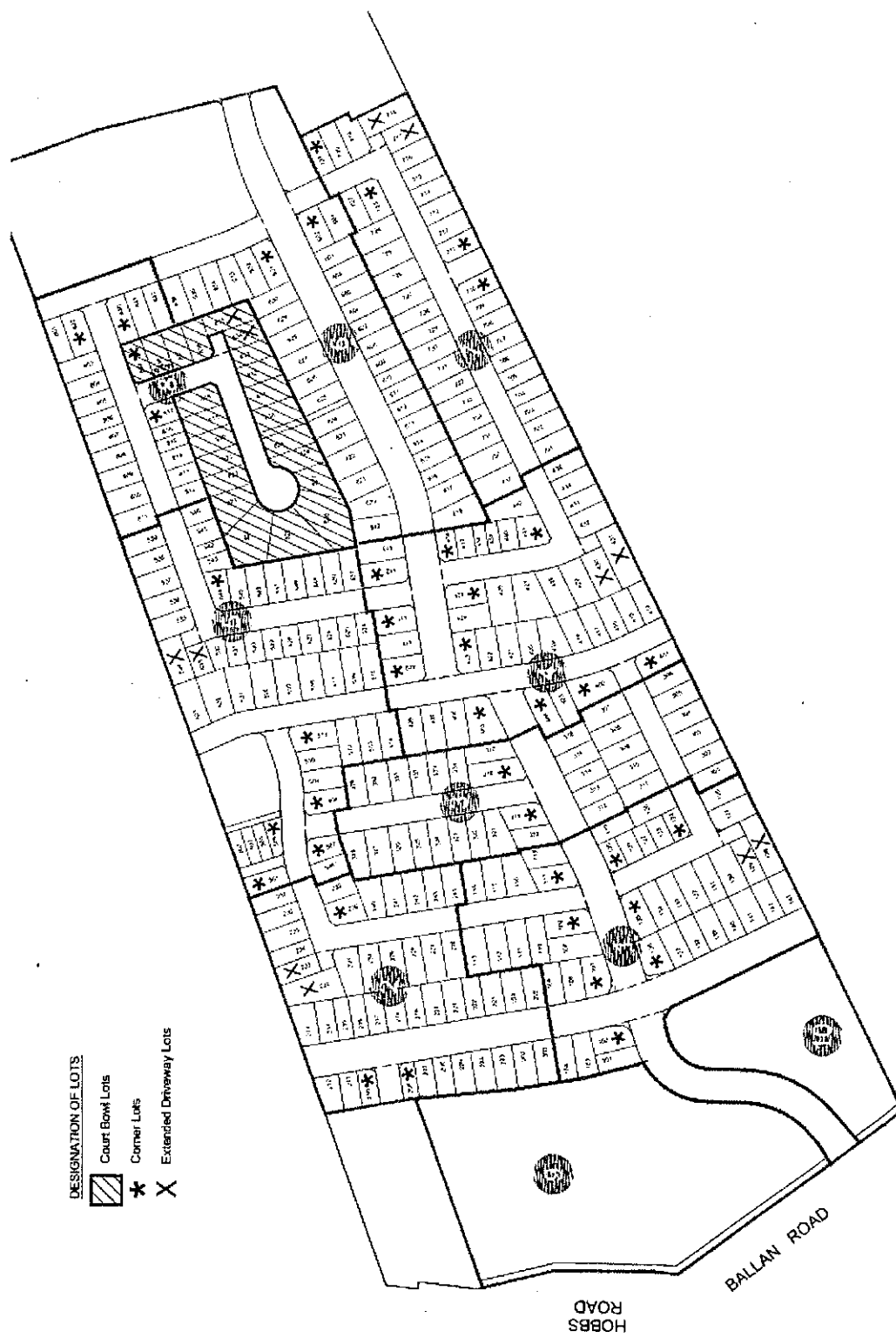
13. Ending of Agreement

- 13.1 This Agreement ends:
- 13.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
- 13.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 13.2 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of those parts of the Subject Land that are not Corner Lots, Court Bowl Lots or Extended Driveway Lots in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 13.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 13.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all necessary

documents and apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

- 13.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.





Drawing No. 320 482 Station 21 Date 10/20/02
 Client By N27 Area 110 P41 Approach P41


WYNBROOK PERMIT PLAN (Balkan Road, Wyndham Vale)



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AQ062566M

20/07/2017

\$94.60

173



AQ062566M

20/07/2017

\$94.60

173



Signing Page

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

EXECUTED as an agreement.

Signed for and on behalf of the **Wyndham City Council** pursuant to Instrument of Delegation dated 24 June 2013.

)
)
)

PETER VAN TIL

Date 4 / 7 / 2017

Executed for and on behalf of Wyndham Vale Project Pty Ltd ACN 164 411 278 by its attorney Sara Andreadis under power of attorney dated 6 February 2017 in the presence of:

)
)
)
)

Signature of witness

Signature of Attorney

PETER HANSEN

Print full name

1/1, 20 WILSON ST

Print address

SOUTH YARRA

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.



Mortgagee's Consent

Perpetual Corporate Trust Ltd as Mortgagee under instrument of mortgage no. AN563913A 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.

CM100. Carolyn Margaret Luck **MANAGER**
under power of attorney 18.9.2014.



Department of Transport and Planning

Electronic Instrument Statement

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Produced 13/04/2026 12:40:37 PM

Status	Registered	Dealing Number	AS654081V
Date and Time Lodged	28/10/2019 08:33:08 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM:8013746 - S173 A

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12143/771

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	WYNDHAM CITY COUNCIL
Address	
Street Number	45
Street Name	PRINCES
Street Type	HIGHWAY
Locality	WERRIBEE
State	VIC
Postcode	3030

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	WYNDHAM CITY COUNCIL
Signer Name	THY NGUYEN
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 OCTOBER 2019

File Notes:

NIL

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

Statement End.

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Date 16 / 10 /2019

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 12 Hobbs Road, Wyndham Vale

Purpose: Open Space Equalisation

City of Wyndham

and

**Wyndham Vale Project Pty Ltd
ACN 164 411 278**



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 16 / 10 / 2019

Parties

Name	Wyndham City Council
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	Council
Name	Wyndham Vale Project Pty Ltd
	ACN 164 411 278
Address	Level 1, 20 Wilson Street, South Yarra, Victoria 3141
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to, as the Collecting Agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. Planning Permit WYP7869/14.08 contains condition 14(h) which requires the Owner to enter into an Agreement under Section 173 of the Planning and Environment Act 1987 providing for equalisation of the open space having regard to the areas set aside in a plan of subdivision and the amount specified in the schedule to clause 53.01 of the Planning Scheme. Planning Permit WYP8800/15 contains condition 93 which requires a Public Open Space contribution in accordance with clause 53.01 of the Planning Scheme and in a manner which is consistent with the Precinct Structure Plan.
- F. Condition 93 of Planning Permit WYP8800/15 does not require entry into an Agreement under Section 173 of the Planning and Environment Act 1987 providing for the equalisation of open space contributions.
- G. The Parties acknowledge that this Agreement sets out the obligations of the Owner in relation to its passive open space contributions required under the Scheme, the Planning Permits and the Precinct Structure Plan in addition to the compensation required to be provided by Council under the Precinct Structure Plan and Planning Permit WYP7869/14.08 for any over provision of passive open space by the Owner.



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- H. In relation to the Subject Land, which is affected by both Planning Permits, Council and the Owner have agreed that the Owner will transfer to or vest in Council the Open Space Land, being wholly passive open space land, and Council will undertake an Equalisation Payment as against the Owner's liability under clause 53.01 of the Planning Scheme as the case may be.
- I. Council and the Owner have further agreed that the payment of any equalisation amount to the Owner that is due under this Agreement shall be based on a revaluation of the Open Space Land in accordance with the methodology included in Schedule 1 to this Agreement.
- J. As at the date of this Agreement, the Subject Land is subject to mortgages in favour of the Mortgagees. The Mortgagees consent to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and includes this Agreement as amended from time to time.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

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

GAIC means the Growth Areas Infrastructure Charge under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Indexation means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.



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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 public open space described in Schedule 1.

Open Space Land Value means the amount specified in Schedule 1 as the Open Space Land Value or an amount determined by applying the methodology set out in Schedule 1 as the case may be.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the Owner of a Residential Lot.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Precinct Structure Plan means the Ballan Road Precinct Structure Plan June 2014, amended December 2014 and an Incorporated document under the Scheme.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit(s) specified in Schedule 3 as amended from time to time and authorise the staged subdivision of the Subject Land.

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

Provision Trigger means the provision trigger or milestone set out in the relevant columns of Schedule 1.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subject Land means the land described in Schedule 3 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

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 all genders;



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- 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;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used 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 Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 enable the Owner to satisfy condition 14 of Planning Permit WYP7869/14.08 and condition 93 of Planning Permit WY8800/15;
- 3.2 record the terms and conditions on which Open Space Land will be provided to Council pursuant to the Planning Permits and the terms and conditions on which any over provision of Open Space Land in respect of the Subject Land will be dealt with; and
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the purposes stated in Clause 3.

5. Public Open Space

5.1 Open Space Land

The Owner must transfer to or vest in Council for municipal purposes as directed by Council, the Open Space Land:

- 5.1.1 in accordance with the relevant Provision Trigger;
- 5.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;



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5.1.3 with all services to be available or connected as specified in the relevant column of Schedule 1; and

5.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

5.2 Time for transfer or vesting of Open Space Land

The Owner agrees that if the Owner does not meet the Provision Trigger for any Open Space Land, Council may:

5.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Open Space Land has been transferred to or vested in Council; or

5.2.2 at its absolute discretion, in writing, extend the timeframe.

5.3 Value of Open Space Land

The Owner agrees that:

5.3.1 the Open Space Land Value:

- (a) is the fixed amount as specified in Schedule 1 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 1, as the case may be;
- (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- (c) replaces 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 the Open Space Land; and

5.3.2 upon

- (a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council in satisfaction of the whole or part of its open space contribution liabilities under clause 53.01 of the Planning Scheme; or
- (b) payment being made to the Owner in accordance with this Agreement –

no other compensation will be claimed by the Owner or is to be paid to the Owner 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 Open Space Land.

5.4 Over – provision

The Parties agree that:

5.4.1 as the Open Space Land that the Owner is obliged to transfer to or vest in Council under this Agreement is more than the total public open space contributions that the Owner is required to make under clause 53.01 of the Planning Scheme in respect of the relevant part of the Subject Land as identified in Schedule 1, Council must reimburse the Owner for the over-provision by way of a



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monetary payment to the Owner as specified in Schedule 1 so as to bring the total land and monetary contribution down to the amount specified in clause 53.01 of the Planning Scheme in respect of the relevant part of the Subject Land or any stage of the relevant part of the Subject Land as the case may be; and where a monetary payment is due to be paid to the Owner under clause 5.4.1 the monetary payment to the Owner must be paid by Council at any time prior to the Statement of Compliance for the final stage of the subdivision of the Subject Land.

5.5 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting the Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used.

6. Transfer of Ownership

6.1 Transfer

The ownership of Open Space Land will be transferred to Council upon the registration of a plan of subdivision.

7. Further obligations of the Parties

7.1 Transaction costs

The Owner covenants and agrees that where the Owner is required to transfer to or vest Open Space Land in Council, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

7.2 Notice and registration

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

7.3 Further actions

The Owner covenants and agrees that the Owner:

- 7.3.1 must do all things necessary to give effect to this Agreement;
- 7.3.2 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
- 7.3.3 agrees to 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.



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7.4 Council's costs to be paid

The Owner covenants and agrees that the Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 drafting, finalising, signing, and recording this Agreement;
- 7.4.2 drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 7.4 the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

The Owner agrees that:

- 7.6.1 the Owner must pay to Council interest in accordance with the rate specified under section 172 of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

8. Agreement under section 173 of the Act

The Parties 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 in accordance with section 173 of the Act.

9. Owner's warranties

- 9.1 The Owner warrants that apart from the Owner and 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.
- 9.2 The Owner warrants that:
 - 9.2.1 the Open Space Land is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used.

10. Successors in title

The Owner covenants and agrees that until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 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.

11.3 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.

11.4 No fettering of Council's powers

The Owner acknowledges agrees that 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.

11.5 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.

11.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

11.7 Governing law

The Parties agree that this Agreement is governed by and is to be construed in accordance with the laws of Victoria.



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12. GST

- 12.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 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.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. GAIC

- 13.1 The Owner acknowledges and agrees that apart from the land specified in Schedule 2, all land transferred to or vested in Council must have any Inherent GAIC Liability 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.
- 13.2 The Parties agree that clause 13.1 survives the termination of this Agreement.
- 13.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 13.1 from its inherent GAIC liability.

14. Commencement of Agreement

This Agreement commences on the date of this Agreement.

15. Amendment of Agreement

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

16. Ending of Agreement

- 16.1 This Agreement ends:
- 16.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
- 16.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.



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- 16.2 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 16.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 16.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 16.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.



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Schedule 1

Open Space Land

Project No.	Description of Open Space Land	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Stage Area (in hectares)#	Open Space Contribution that the Owner is required to make under clause 53.01 of the Planning Scheme (in hectares)#	Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
Part of Park ID's P4, P5 and P15 in Table 4 - Open Space Delivery Guide of the Precinct Structure Plan.	Stage 5 - PS739577VN Reserve 1 0.2426ha Stage 6 - PS744829Q part of Reserve 1 1.282ha Stage 15 - PS806957N part of Reserve 1 0.2366ha And Additional Stage 12 park, Reserve No. 1 on plan of subdivision PS803957E	Before or as part of the issue of a Statement of Compliance for the Stage of the subdivision of the Subject Land within the Open Space Land is contained	Council	Power Gas Sewerage Telecommunications Water Drainage	N/A	1.15ha	2.2147ha	1.0647ha of over provision Value as at 1 July 2018 : \$1,384,110 (1.0647ha x \$1,300,000) This is a 1 July 2018 \$ figure subject to revaluation on an annual basis. The methodology for determining the Open Space Value is the application of the relevant 1 July revaluation amount calculated by Council as part of its annual DCP and 53.01 land revaluations for Property 13 in the Precinct Structure Plan at the date 7 days prior to payment by Council using the following formula: 1.0647ha x 'A' = Open Space Value. Where 'A' is the relevant 53.01 land revaluation provided to Council for Property 13 in the Precinct Structure Plan as at the 1 July each year.

* If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.
The figures in the columns and rows identified are subject to change as part of the subdivision process. The areas in the subdivisions ultimately certified and subject to statements of compliance will form the basis of calculations and obligations relating to open space contributions under Clause 53.01 of the Planning Scheme.



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Schedule 2

Land Specified for the purposes of clause 13.1

Project No.	Land Description	Plan Reference	
-	-	-	

- **Subject Land –12 Hobbs Road Wyndham Vale being the land contained and described in Certificate of Title Volume 12143 Folio 771**
- **Planning Permit No. WYP7869/14.08 /13 issued on 6 March 2015 and**
- **Planning Permit No. WYP8800/15 issued on 21 April 2016.**

ing Permit No. WYP7869/14.08 /13 issued on 6 March 2015 and
ing Permit No. WYP8800/15 issued on 21 April 2016.



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Signing Page

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

EXECUTED as an agreement.)

Signed for and on behalf of the **Wyndham**)
City Council by its duly authorised delegate.)


Date 16 / 10 / 19

Executed for and on behalf of Wyndham Vale Project Pty)
Ltd ACN 164 411 278 in accordance with s 127 (1) of the)
Corporations Act 2001:


Signature of Director

Travis James Deans
Print full name


Signature of Director/ Company Secretary

Elizabeth Whitmore
Print full name



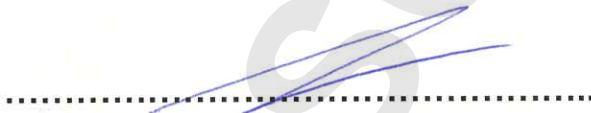
Maddocks

Mortgagee's Consent

Costa Asset Management Pty Ltd as Mortgagee under instrument of mortgage no. AQ950588A 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.


.....

Australia And New Zealand Banking Group Ltd as Mortgagee under instrument of mortgage no. AR611892G 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.


.....



Department of Transport and Planning

Electronic Instrument Statement

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Produced 13/04/2026 12:40:37 PM

Status	Registered	Dealing Number	AT726349V
Date and Time Lodged	28/10/2020 12:00:09 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22001892 (1)

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12229/147

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	WYNDHAM CITY COUNCIL
Address	
Street Number	45
Street Name	PRINCES
Street Type	HIGHWAY
Locality	WERRIBEE
State	VIC
Postcode	3030

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	WYNDHAM CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 OCTOBER 2020

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AT726349V
Number of Pages (excluding this cover sheet)	11
Document Assembled	13/04/2026 12:40

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

WYNDHAM CITY COUNCIL
Responsible Authority

- and -

NATIONWIDE PROPERTY GROUP (AUST) PTY LTD
ACN 614 631 551
Registered Land Owner

in relation to land at:

12 HOBBS ROAD, WYNDHAM VALE

4AKT:22001892

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

T 03 5225 5225 F 03 5225 5222

- 2 -

THIS AGREEMENT is made the 07 day of October 2020

PARTIES:

1. **Wyndham City Council** of 45 Princes Highway, WERRIBEE 3030
(Council)
2. **Nationwide Property Group (Aust) Pty Ltd ACN 614 631 551** of Level 20, 181 William Street
MELBOURNE 3000
(Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. The Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. The Council issued the Permit requiring the Owner to enter into this agreement providing for matters set out in Condition 7 of the Permit.
- R.4. Condition 7 states:

7. Section 173 Agreement – Private Waste Collection

Prior to occupation of the premises, the owner of the subject land must, at no cost to the Responsible Authority, enter into an agreement (in a form satisfactory to the Responsible Authority) with the Responsible Authority pursuant to Section 173 of the *Planning and Environment Act 1987*.

The agreement must provide for:

- (a) Other than where an agreement is entered into with the Wyndham City Council (or its successors) for the collection of waste through municipal waste collection;
 - (i) The collection of waste from the land is to be undertaken by private waste collection contractors in accordance with the endorsed Waste Management Plan forming part of Planning Permit WYP11351/19.01 (or any amendment to that permit or subsequent permit issued).
 - (ii) The collection of waste must be undertaken from within the boundaries of the site.
 - (iii) The waste collection area as shown on the endorsed plans forming part of Planning Permit WYP11351/19.01 (or any amendment to that permit or subsequent permit issued) must be kept available for this purpose at any time it is required.
 - (iv) Waste collection bins will not be provided by the Wyndham City Council (or its successors) for dwellings on the land.
 - (v) Waste collection times must be restricted to 7.00am-8.00pm Monday to Saturday and 9.00am-8.00pm Sunday and Public Holidays and be in accordance with the *Environmental Protection Authorities Noise Control Guidelines Publication 1254, October 2008* (or any publication which supersedes it).

It is further required that this agreement must be registered at the Office of Titles pursuant to Section 181 of the *Planning and Environment Act 1987*. A Copy of Title showing the Dealing number as issued by the Office of Titles must be provided to the Responsible Authority.

- R.5. This Agreement is entered into between the Council and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 7 of the Permit and to achieve the objectives of planning in Victoria.
- R.6. The Land is subject to registered mortgage No. AT415703P in favour of National Australia Bank Ltd, which mortgagee, as evidenced by its consent on the attestation pages, consents to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Council** means Wyndham City Council in its capacity as:
- 1.3.1. the authority responsible for administering and enforcing the Planning Scheme; and
- 1.3.2. a municipal council within the meaning of the *Local Government Act 1989* (Vic),
- and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council.
- 1.4. **Current Address for Service**
- 1.4.1. for the Responsible Authority means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
- 1.4.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.
- 1.5. **Current Email Address for Service**
- 1.5.1. for the Responsible Authority means Wyndham City Council, or any other email address listed on the website of the Responsible Authority; and
- 1.5.2. for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement.
- 1.6. **Current Number for Service**
- 1.6.1. for the Responsible Authority means Wyndham City Council, or any other facsimile number listed on the website of the Responsible Authority; and

- 4 -

- 1.6.2. for the Owner means any facsimile number provided by the Owner to the Responsible Authority for the express purpose of facsimile communication regarding this Agreement.
- 1.7. **EPA Noise Guidelines** means the Environmental Protection Authority Publication No.1254: Noise Control Guidelines dated October 2008 and includes any publication which supersedes it.
- 1.8. **Endorsed Plans** means the architectural plans endorsed by Council on 26 February 2020 pursuant to condition 1 of the Permit, as amended from time to time.
- 1.9. **Land** means the land contained in the Certificate of Title Volume 12229 Folio 147 being Lot V on Plan of Subdivision 806957N also known as 12 Hobbs Road, Wyndham Vale, and any reference to the Land includes any lot create by the subdivision of the Land or any part of it.
- 1.10. **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 Land or any part of it.
- 1.11. **Municipal Waste Collection** means waste collection by or on behalf of Council.
- 1.12. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession.
- 1.13. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.14. **Party or parties** means the Owner and the Responsible Authority under this Agreement as appropriate.
- 1.15. **Permit** means the planning permit number WYP11351/19.02 issued by the Responsible Authority on 5 July 2019 including any plans endorsed under it and amended from time to time, allowing the construction of 6 single storey and 38 double storey dwellings and one new crossover on the Land.
- 1.16. **Planning Scheme** means the Wyndham Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.17. **Private Waste Collector** means a waste collection contractor that provides waste collection services to the Land.
- 1.18. **Public Holiday(s)** is any day appointed as a public holiday under the *Public Holidays Act 1933* (Vic).
- 1.19. **Register and Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.20. **Waste Collection Areas** means the waste collection areas identified on the Endorsed Plans and in the Waste Management Plan, as amended from time to time.
- 1.21. **Waste Management Plan** means the waste management plan endorsed by Council on 26 February 2020 pursuant to condition 6 of the Permit, as amended from time to time.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

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

3. SPECIFIC OBLIGATIONS OF THE OWNER

3.1. Waste Collection

The Owner agrees that unless with the prior written consent of Council:

- 3.1.1. At all times waste must be:
 - (a) managed and collected in accordance with the Waste Management Plan;
 - (b) kept and collected within the boundary of the Land;
 - (c) collected by a Private Waste Collector;
 - (d) collected within the following times:

7.00am – 8.00pm on Monday to Saturday; and

9.00am – 8.00pm on Sunday and Public Holidays.
 - (e) kept, managed and collected at the Owner's cost and to the satisfaction of Council.
- 3.1.2. Any noise associated with the waste collection must be in accordance with the EPA Noise Control Guidelines.
- 3.1.3. Waste Collection Areas must be kept available for waste collection during the times the waste is to be collected.

- 3.1.4. Council is not required to provide or maintain waste collection bins.

4. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that:

- 4.1. It is the registered proprietor (or entitled to be so) of the Land.
- 4.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.
- 4.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).
- 4.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.
- 4.5. It will within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
- 4.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement;
 - 4.5.3. assessment, negotiation and removal of recording of any proposed ending to this Agreement; and
 - 4.5.4. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of the Responsible Authority or to give consent to anything under this Agreement.
- To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.
- 4.6. It will do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.
- 4.7. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

5. FURTHER ASSURANCE

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

6. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

7. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

8. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

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

9. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* (Vic) and any payment made shall be first directed to payment of interest and then principal amount owing.

10. NOTICES

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

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

11. COSTS ON DEFAULT

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

12. INVALIDITY OF ANY CLAUSE

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

13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

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

14. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

15. ENTIRE AGREEMENT

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

16. EXCHANGE OF COUNTERPARTS BY EMAIL OR FAX

16.1. This Agreement may be executed in any number of counterparts.

16.2. All counterparts together constitute one agreement.

16.3. A party may execute this Agreement by signing any counterpart.

16.4. This Agreement is binding on the parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by email or by facsimile machine:

16.4.1. must be treated as an original counterpart;

16.4.2. is sufficient evidence of the execution of the original; and

16.4.3. may be produced in evidence for all purposes in place of the original.

16.5. A party which has executed a counterpart of this Agreement or its legal representative may exchange it with another party by sending a copy of that original executed counterpart by email or facsimile machine to that other party or its legal representative and if requested by that other party or its legal representative must promptly deliver that original by hand or post. Failure to make that delivery does not affect the validity of this Agreement.

17. COMMENCEMENT AND ENDING OF AGREEMENT

17.1. This Agreement will commence:

17.1.1. on the date that it bears; or

17.1.2. if it bears no date, on the date it is recorded in the Register.

17.2. This Agreement will end:

17.2.1. on a date specified by Council in a written notice to the Owner confirming that waste collection will occur via Municipal Waste Collection;

17.2.2. by agreement between the parties; or

17.2.3. otherwise in accordance with the provisions of the Act.

17.3. Where this Agreement ends pursuant to clause 17.2.1., the ending date specified by Council must be at least 60 days after the date of the written notice to allow the Owner reasonable time to end its agreement with the Private Waste Collector.

EXECUTED AS A DEED

SIGNED for and on behalf of **WYNDHAM CITY COUNCIL** by its duly authorised delegate:

.....
Signature

Tom Vathis - Team Leader - Town Planning

.....
Name & Position Title

07-10-2020

.....
Date

EXECUTED by **Nationwide Property Group (Aust) Pty Ltd** ACN No. 614 831 551 in accordance with Section 127 of the Corporations Act 2001:

.....
Director

STEVEN SASS

.....
Full Name

LEVEL 7, 484 ST KILDA RD

MELBOURNE

.....
Address

.....
Director/Secretary

ANTHONY SASS

.....
Full Name

LEVEL 7, 484 ST KILDA RD

MELBOURNE

.....
Address

- 10 -

MORTGAGEE CONSENT

National Australia Bank Ltd as Mortgagee under Instrument of Mortgage No. AT415703P consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

Executed for and on behalf of

National Australia Bank Ltd

AT415703P



Registrar of Titles
Land Titles Office
2 Lonsdale Street
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT 1987**

Certificate of Title Volume 12229 Folio 147

Registered Proprietor/s: Nationwide Developments Pty Ltd

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to
Registered Mortgage number AT415703P hereby consents to the within
Agreement.

Dated this 21st day of October 20 20

EXECUTED by NATIONAL AUSTRALIA BANK)
LIMITED by being signed sealed and delivered in)
Victoria by its Attorney **MICHAEL MOUNSEY**)
Senior Business Banking Manager)
who holds the position of Level 3 Attorney under)
Power of Attorney dated 1/3/2007 (a certified)
copy of which is filed in Permanent Order Book)
No 277 Page No 025 Item 35) in the presence of:)
)

.....
Signature of Witness

.....
Attorney

A handwritten signature in black ink, appearing to read 'Michael Mounsey', written over a horizontal line. Below the signature is a large, loopy circular flourish.



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS820849L

The land in PS820849L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 45.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 7 484 ST KILDA ROAD MELBOURNE VIC 3004

OC053558W 11/10/2021

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC053558W 11/10/2021

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS820849L

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100



Department of Transport and Planning

Owners Corporation Search Report

Produced: 13/04/2026 12:40:37 PM

OWNERS CORPORATION 1
PLAN NO. PS820849L

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Total	4500.00	4500.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No **820849L**

Address **7 Gallaxus Avenue, Wyndham Vale VIC 3024**

This certificate is issued for Lot **14** on Plan of Subdivision No **820849L**

Postal address is

11 Croxton Drive
Kurunjang VIC 3337

Applicant for the certificate is **Easy Link Conveyancing**

Address for delivery of certificate settlement2@easylinkconveyancing.com.au

Date that the application was received **13 April 2026**

IMPORTANT:

The information in this certificate is issued on **20 April 2026**.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

- (a) The current six-monthly fees for the lot are \$1,355.55 payable six-monthly.
- (b) The date up to which the fees for the lot have been paid is 30 Sep 2026.
- (c) The total of any unpaid fees or charges for the lot is:

Administrative Fund

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

Maintenance Fund

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

None

Owners Corporation Fees may be paid by EFT as follows:

Biller code: 96503
Reference Number: 234656395 41052

- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
If so, then provide details: NIL

(f) The owners corporation has the following insurance cover:

Policy No. VRSC2100663 STRATA COMMUNITY INSURANCE
4.3

Type: Strata Broker:

Premium: \$23,691.46 Paid on: 17/09/2025 Policy start date: 28/09/2025 Next due: 28/09/2026

Cover	Sum insured	Excess	Notes
Building	\$15,801,581.00	\$2,500.00	To apply in respect of Loss or Damage to any Lot/Unit while unoccupied, and individually to each Lot/Unit in the event that Loss or Damage occurs to multiple unoccupied Lots/Units Insured Property
Contents	\$158,016.00	\$1,000.00	
Loss of Rent	\$2,370,237.00	\$0.00	
Public Liability	\$20,000,000.00	\$0.00	
Voluntary Workers	Included	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Office Bearers Liability	\$1,000,000.00	\$0.00	
Govt Audit Costs - Audit Fees	\$25,000.00	\$0.00	
Govt. Audit Costs - Appeal Exp	\$100,000.00	\$0.00	
Govt Audit Costs - Legal Expenses	\$50,000.00	\$1,000.00	Legal Defence Expenses and 10% Contribution
Lot Owners' Fixtures & Improvements	\$300,000.00	\$0.00	

The type of Policy is: Strata

The Buildings covered by the Policy are situated at: **7 Gallaxus Avenue, Wyndham Vale VIC 3024**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details:

- Management agreement with BFG Strata Management.
- Waste management agreement with BinBoy
- Towing service with Anytime Towing
- Embedded Network with Origin Energy

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details: NIL

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:

There are no notices or orders as at 20 April 2026.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: NIL

- (n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is BFG Strata Management
Level 10, 627 Chapel Street
South Yarra VIC 3141

Telephone: (03) 9804 8770

- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

- (p) Documents required to be attached to the owners corporation certificate are:

A copy of the latest financial statements
A copy of the minute of the last annual general meeting of the owners corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 20 April 2026

Please email the Notice of Acquisition to this email address – jesse@bfgstrata.com.au

This owners corporation certificate was prepared by:

Jesse Sione

.....(signature)

Jesse Sione
BFG Strata Management
Level 10, 627 Chapel Street
South Yarra VIC 3141

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN 820849L -**

ADDRESS OF THE STRATA SCHEME:

7 Gallaxus Avenue, Wyndham Vale VIC 3024

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 820849L was held via Microsoft Teams - Level 10 627 Chapel St South Yarra VIC 3141 on 31/07/2025 commenced at 03:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
4		Yes	P & S Hill Super Property Pty Ltd

BFG Strata Candice Niuafe

CHAIRPERSON (acting): Jesse Sione

Minutes of the meeting:

- 1 MINUTES**
Resolved that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.
- 2 MANAGER'S REPORT**
Resolved that the Manager's report (If Applicable) for the financial year be adopted.
- 3 FINANCIAL STATEMENTS**
Resolved that the **Owners Corporation** approve the financial statements for the Financial Year ending 30/06/2025.
- 4 BUDGET**
OWNERS CORPORATION
ADMINISTRATIVE FUND
Resolved that the Owners Corporation approved the budget for the next financial year.
MAINTENANCE FUND
Resolved that the Owners Corporation approved the budget for the next financial year. (If Applicable)
- 5 CONTRIBUTIONS**
Resolved that in Accordance with the Owners Corporations Act 2006 - Section 23
OWNERS CORPORATION
(a) Contributions to the administrative fund for the next financial year are estimated at \$117,499.00 including GST (If Applicable);
(b) Contributions to the maintenance fund for the next financial year are estimated at \$4,500.00.

Contributions are due and payable for Owners Corporation Six-monthly on the 1st of the month, following the established six monthly levy schedule from the previous Financial Year.

6 INSURANCE

Resolved that the Owners Corporation considered and approved the current insurance policy. Members are encouraged to review the FSG and PDS for detailed information regarding the building insurance coverage.

Current Owners Corporation Insurance Details

Policy No.VRSC21006634.2

STRATA COMMUNITY INSURANCE

Type : Strata

Broker :

Premium : \$23,678.69 Paid on : 9/09/2024 Start : 28/09/2024 Next due : 28/09/2025

Cover	Sum Insured	Excess	Notes
Building	\$15,049,125.00	\$2,500.00	To apply in respect of Loss or Damage to any Lot /Unit while unoccupied, and individually to each Lot/Unit in the event that Loss or Damage occurs to multiple unoccupied Lots/Units
Contents	\$150,491.00	\$1,000.00	Insured Property
Loss of Rent	\$2,257,369.00	\$1,000.00	Legal Defence Expenses and 10% Contribution
Public Liability	\$20,000,000.00	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Office Bearers Liability	\$1,000,000.00	\$0.00	
Govt. Audit Costs - Appeal Exp	\$25,000.00	\$0.00	
Govt Audit Costs - Legal Expenses	\$150,000.00	\$0.00	
Lot Owners' Fixtures & Improvements		\$300,000.00	\$0.00
Voluntary Workers	Included	\$0.00	

7 CHAIRPERSON

Resolved the Owners Corporation appoints a Chairperson as required by Division 8 Section 98(1) of the Owners Corporation Act. If there are no Attendees at the AGM then a Lot owner will be appointed as the Chairperson by the OC Manager and this will then be rostered between the owners every Financial Year

As per Section 89C(2) of the Owners Corporation Act, a proxy who is not a lot owner cannot serve as a committee member.

8 DELEGATION

Resolved the Owners Corporation resolves by Ordinary resolution in accordance with sections 11 and 124 of the Owners Corporations Act 2006 to delegate all the powers and functions of the Owners Corporation to the Committee and the Manager, BFG Strata Management, except where a unanimous or special resolution is required. Termination of the Appointment of BFG Strata Management as Manager of this Owners Corporation may only be resolved by way of ordinary resolution at a general meeting of the Owners Corporation and may not be made by resolution of the Committee.

This instrument will remain in place until the next Annual General Meeting where the re-election of the Committee of the Owners Corporation will take place. The Committee further delegates all the powers and functions to BFG Strata Management in accordance with section 3.2 of the Contract of Appointment that are necessary to enable it to perform its duties under this appointment.

9 DEBT RECOVERY

Resolved that the Owners Corporation Manager shall take whatever action is necessary to recover any amount owed to the Owners Corporation in accordance with Section 30,31,32, and section 164 (2) of the Owners Corporation Act 2006.

The Owners Corporation authorise BFG Strata Management to claim their debt recovery fees and any additional costs beyond the current outstanding debt from the owner. BFG is also authorised to issue a Letter of Demand from the Owners Corporation Solicitor to settle any outstanding fees and levies deemed overdue following the issuance of a Final Fee Notice pursuant to Section 12. Debts requiring more serious action may be referred to the Owners Corporation Solicitor for collection under part 11 of the Owners Corporation Act at a cost to the subject Lot owner.

All legal costs not recovered from the Lot owner in this process shall be incurred by the Owners Corporation.

10 PAYMENT PLAN

Resolved that the Owners Corporation member delegate the powers to the Owners Corporation manager to establish a payment arrangement, assisting owners facing financial hardship, ensuring that levies are settled prior to the due date of the next levy.

11 REPAIRING AND MAINTAINING COMMON PROPERTY

Resolved that the Owners Corporation will repair and maintain common property as noted in the Owners Corporation Act 2006 Section 4, 46 and 47.

Having regard to sections 4, 46 and 47 of the Act, the Owners Corporation has a statutory obligation to repair and maintain common property and the chattels, fixtures, fittings, and services relating to the common property. Should the Owners Corporation fail to comply with its obligation to repair and maintain common property, it will be in breach of its statutory obligations. Ultimately this means that should loss and damage occur as a result of the Owners Corporation's failure to repair and maintain the common property, the Owners Corporation will be liable for that loss and damage.

The Manager advised the meeting that to comply with the Occupational Health & Safety (OH&S) requirements, it is essential that any items of the maintenance that are required to the common property are reported to enable rectification work to be undertaken. This includes items such as trip hazards on paths or access and egress, oil spills or slippery surfaces and also items that are not adequately supported such as leaning fences or dislodged windows or guttering.

12 PROPERTY MAINTENANCE/ESSENTIAL SERVICES

Resolved that the Owners Corporation Members accept the Strata Manager of BFG Strata Management to spend up to \$2,000 (approx) per year on Repairs & Maintenance to the Owners Corporation Property.

13 OWNERS CORPORATION RULES

Resolved that the Owners Corporation specially resolves pursuant to Section 138 of the Act to make additional rules in the following terms:-

By Law - Service of Documents on Owner of a Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

Alteration to Rules

Consideration to be given to whether or not the existing consolidated, special or additional rules (if any) or the Model Rules require an amendment by a special resolution and if it is necessary to make, revoke or approve rules.

14 CONTRACT OF APPOINTMENT

Resolved that the Owners Corporation members have consented that unless a notice of intending to revoke this Appointment is provided to the Owners Corporation Manager at least 28 days before the expiration date, the Appointment will continue until the expiration of one year from the AGM date (which date will then become the expiry date) but will not exceed the date of the next Annual General Meeting at which time the re-appointment of BFG Strata Management Pty Ltd must be confirmed.

15 VALUER

Resolved that the Owners Corporation Members resolve under Part 3 Section 65(2) of the Owners Corporation Act to have an Insurance Valuation carried out on the Building and Common Contents every 5 years or earlier, and that the building replacement cover be adjusted in accordance with the valuer's recommendation.

The next valuation is due 28/08/2026.

16 SHARING OWNERS CORPORATION DOCUMENTS

Resolved the Owners Corporation documents are not to be shared without the permission of the Owners Corporation. A request to share documents with external parties must be submitted in writing and approved by a majority vote of the Owners Corporation. This applies to the following documents:

- Financial records, bank statements, and budgets
- Meeting minutes, except for resolutions that may impact external stakeholders
- Personal information of owners and tenants
- Internal correspondence, legal advice, and other sensitive documents

For any document containing sensitive information, consent from affected parties must be obtained before sharing.

17 GENERAL BUSINESS

Resolved items of a general nature not listed in the Current Agenda be discussed. (Please note resolutions to approve works cannot be written at meetings. Therefore, the Owners Corporation can agree to acknowledge and accept that they will provide instructions to the manager).

General Discussion:

1. Financial Report

• Statement of Financial Position reviewed:

a. Key expenses noted:

- * **Insurance premiums** - main driver of levy increases.
- * **Waste management** - highest recurring cost due to private collection (weekly general waste, fortnightly recycling).
- * **Hard waste removal** - budgeted \$2,000; only \$198 spent to date, with most illegal dumping referred to Council via Snap Send Solve.

2. Budget for Upcoming Year

b. Proposed budget reviewed:

- * Levies calculated at **\$26.11 per entitlement**.
- * Notable inclusions:
 1. **Gutter & downpipe cleaning** - \$4,356 to prevent water damage claims and mitigate insurance premium increases.
 2. **Anytime Towing Contract** - \$660 annual fee.
 3. **Contingency Fund** - \$500.

3. Arrears & Legal Action

- One lot in significant arrears:
- Paid \$3,000 upfront following Magistrates' Court warrant earlier in the year.
- No further payments received.
- Legal team (CLP) on standby to resume proceedings if no payment is made by deadline.
- Another lot previously in arrears has sold; arrears cleared at settlement.

4. Committee Membership

- Chairperson remains Lot 17 owner due to being on-site and responsive, despite non-attendance at AGMs.
- Lot 4 supported retaining the current Chairperson.
- No new nominations. Committee structure remains unchanged.

5. Others

- Previous Strata Manager/ Candice Niuafe noted some owners who frequently send correspondence did not attend AGM.
- No additional business raised by Lot 4.

Owner Contact Details:

Owners are advised that it is their responsibility to ensure that they, or their representative, provide the Manager the correct and current email address, contact phone number and postal address. This is essential for efficient communication and distribution of all email, mail, and phone contact. This is for all correspondence and fee notices. If any details are incorrect, it is the responsibility of the individual and not our office to maintain these records. All changes to details are to be provided in writing.

Notification of Renovations:

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners or occupiers' enjoyment to the common property.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 03:32 PM.

Owner Ledger

Start Date: 01/04/2024

End Date: 30/04/2028

Owners: One only

Owners Corporation PS 820849L

7 Gallaxus Avenue, Wyndham Vale VIC 3024

Lot 14 Unit Buzzhoney 1961 Pty Ltd

UE / AE: 100.00 / 4,500.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/04/2024	Six-monthly	Six-monthly contribution fees including Building Insurance Renewal for the period 01/04/2024 - 30/09/2024	1,228.15	1,228.15	0.00	0.00	0.00	0.00%	Standard	Normal	None
2	01/10/2024	Six-monthly	Six Monthly Contribution Fees Including Building Insurance 01/10/2024 - 31/03/2025	1,289.10	1,289.10	50.00	50.00	0.00	0.00%	Standard	Normal	None
3	01/04/2025	Six-monthly	Six Monthly Contribution Fees Including Building Insurance 01/04/2025 - 30/09/2025	1,289.10	1,289.10	50.00	50.00	0.00	0.00%	Standard	Normal	None
4	01/10/2025	Six-monthly	Six-monthly contribution fees including Building Insurance Renewal for the period of 01/10/2025 - 31/03/2026	1,305.55	1,305.55	50.00	50.00	0.00	0.00%	Standard	Normal	None
5	01/04/2026	Six-monthly	Six-monthly contribution fees including Building Insurance Renewal for the period of 01/04/2026 - 30/09/2026	1,305.55	1,305.55	50.00	50.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
01/05/2024	272	Receipt	Banked		1,228.15	0.00	0.00	0.00	0.00		1,228.15		1
09/10/2024	317	Receipt	Banked		1,289.10	0.00	50.00	0.00	0.00		1,339.10		2
26/03/2025	357	Receipt	Banked		1,289.10	0.00	50.00	0.00	0.00		1,339.10		3
15/09/2025	391	Receipt	Banked		1,305.55	0.00	50.00	0.00	0.00		1,355.55		4

Owners Corporation PS 820849L				7 Gallaxus Avenue, Wyndham Vale VIC 3024						
Lot 14	Unit	Buzzhoney 1961 Pty Ltd						UE / AE: 100.00 / 4,500.00		
11/03/2026	442	Receipt	Banked	1,305.55	0.00	50.00	0.00	0.00	1,355.55	5

Statement of Financial Position

As at 20/04/2026

Owners Corporation PS 820849L

7 Gallaxus Avenue, Wyndham Vale VIC 3024

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	11,819.97
Owners Equity--Admin	62,203.90
	<u>74,023.87</u>
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	4,500.00
Owners Equity--Maintenance	4,500.00
	<u>9,000.00</u>
Net owners' funds	<u>\$83,023.87</u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	56,749.49
Receivable--Levies--Admin	16,768.38
Receivable--Owners--Admin	506.00
	<u>74,023.87</u>
Maintenance Fund	
Cash at Bank--Maintenance Fund	8,356.63
Receivable--Levies-Maintenance Fund	643.37
	<u>9,000.00</u>
Unallocated Money	
	<u>0.00</u>
<i>Total assets</i>	<u>83,023.87</u>
Less liabilities	
Administrative Fund	
	<u>0.00</u>
Maintenance Fund	
	<u>0.00</u>
Unallocated Money	
	<u>0.00</u>
<i>Total liabilities</i>	<u>0.00</u>
Net assets	<u>\$83,023.87</u>

Model rules for this owners corporation

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners,

including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the

owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

OC 001 (02/18)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

BUILDING PERMIT 8585060125876

Building Act 1993 Building Regulations 2018 Regulation 37(1) Form 2

ISSUED TO

Nationwide Development (VIC) Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Nationwide Development (VIC) Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

Phone: 9804 7113

OWNERSHIP DETAILS

Nationwide Property Group (Aust) Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

PROPERTY DETAILS

Lot V, 7 Gallaxus Avenue Wyndham Vale VIC 3024 Australia

Municipal District: Wyndham City Council

Allotment Area (m2): 9029

New floor Area (m2): 6762

Lot No: V

SPI No: V\PS806957

Section No: PS806957N

Folio: 147

Volume: 12229

LP/PS: PS806957

RELEVANT TOWN PLANNING PERMIT (if applicable)

Planning Permit No: WYP11351/19.04

Planning Permit Date: 05 July 2019

BUILDER

Pivot Project Group Pty Ltd, Level 4, Suite 2, 484 St Kilda Road Melbourne VIC 3004 Australia

BUILDING PRACTITIONERS TO BE ENGAGED IN THE BUILDING WORKS

Name	Registration Number	Category/Class
Pivot Project Group Pty Ltd [Orlando Sandner]	CDB-U 58278	Builder

BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS

Name	Registration Number	Category/Class
Pivot Project Group Pty Ltd [Orlando Sandner]	CDB-U 58278	Builder
Jeremy Grosbois	EC 38488	Engineer

INSURANCE PROVIDER FOR BUILDING WORKS	POLICY NUMBER	DATE OF ISSUE
Victorian Managed Insurance Authority	C551858-C551902	23/11/2020

NATURE OF BUILDING WORKS	COST OF BUILDING WORK
Proposed Multi Unit Development (45 No.)	\$9,225,000.00
Version of NCC application to the Building Permit	2019

BUILDING DETAILS (Description: Residential)

BCA Class	Building Part	Allowable Live Load
1a(b)	All parts as per approved plans	1.5kPa
BCA Class	Building Part	Allowable Live Load
10a	All part as per approved plans	1.5kPa

MANDATORY INSPECTIONS

- Prior to placing a footing
- Prior to pouring in-situ reinforced concrete
- Completion of framework
- Final, upon completion of all building work

OCCUPATION OF BUILDING

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

COMMENCEMENT AND COMPLETION

This building work must commence by 09/12/2021

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

This building work must be completed by 09/12/2022

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

BUILDING PERMIT VARIATION SOUGHT

1. To permit a change in the Architectural & Structural Engineering Design. Building Permit amended 21/01/2021
2. To permit a change in the Structural Engineering Design. Building Permit amended 19/02/2021

CONDITIONS

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures

PERFORMANCE SOLUTION

1. An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that related to this project as set out below: To allow provision for the use of a Recycled/Grey water system in lieu of the provision of a solar hot water system based on approval under Part 1.2.2 (vi) of the National Construction Code of Australia Vol. 2
2. An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that relates to this project as set out below:
 1. To allow provision for the use of a Non Deemed-To-Satisfy Wall Cladding System based on approval under Part 1.2.2(a)(i) to (vi) of the National Construction Code of Australia Vol. 2. Performance provision P2.2.2 has been satisfied via independent testing as allowed by Part 1.2.2 of the National Construction Code of Australia Vol. 2

PROTECTION WORK

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

RELEVANT BUILDING SURVEYOR

Name: **Romeo Georgiev**

Address: **Office 15.01, Level 15, 401 Docklands Drive, Docklands Vic 3008**

Email: **permits@arkibuildingsurveyors.com.au**

Building practitioner registration no.: **BS-L38638**

Permit no.: **8585060125876**

Date of issue of permit: **09 December 2020**

Signature:



Notes

1. Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of The Building Act 1993.
6. Restrictions on the sale of the property apply under Section 137B of The Building Act 1993 for an owner-builder.
7. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works the domestic over \$5,000 and warranty Insurance for building works over \$16,000

Annexures 'A'
Conditions of Approval
Building Permit No. 8585060125876 Issued
09 December 2020

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

1. The following dwelling must have a minimum 6 Star Energy Rating.
2. The site is designated as being bushfire prone. Construction for bushfire attack level (BAL) must be in accordance with BAL-12.5 of AS3959.
3. Builder is to ensure the box gutter system is installed in accordance with AS/NZS 3500.3, AS/NZS 3500.5, HB 114 and HB 39.
4. The person in charge of carrying out building works in relation to this Building Permit must ensure that no building works encroach the allotment boundaries.
5. It is the responsibility of the owner to comply with any covenant which may exist on the property title.
6. Builder is to ensure the design & construction of gutters & downpipes is to be strictly in accordance with AS3500.3.
7. This building permit shall be read in conjunction with the endorsed drawings.
8. The layout of the site and the size of any proposed buildings and works shown on the endorsed plans shall not be altered or modified without the written consent of the relevant building surveyor (RBS).
9. The granting of this permit does not obviate the necessity for compliance with the requirements of any other authority under any act, regulation or local law.
10. Any references to Legislation & Australian Standards on the Building Permit documentation are to be taken as a reference to the Act, Regulations & Australian Standards as referenced in Schedule 4 of the National Construction Code 2019.
11. Pursuant to Section 33 of the Building Act, the person in charge of carrying out building works relating to this Building Permit must notify the Relevant Building Surveyor without delay after completion of mandatory stage[s] of building works. No further works are to be carried out until such a time that the Relevant Building Surveyor provides written confirmation the mandatory stage of building works have been satisfactorily completed.
12. Upon receipt of the manufacturer's truss layouts, computations & certification the builder is to confirm whether sarking & anti-ponding boards are required to be installed in accordance with Part 3.5.2.4 & Part 3.5.2.5 of the NCC Volume 2 2019.
13. The person in charge of the building work to display a site sign on all building sites, showing the registration numbers and contact details of the builder and building surveyor, and the building permit number and issue date.
14. Construction is to be in accordance with AS3660.1 (Termite Standard)
15. Timber Framing must be in accordance with AS 1684.4 - 2010
16. All conditions of the Town Planning Permit & Town Planning endorsed documentation are to be strictly adhered to.
17. All materials, colours & finishes are to be strictly in accordance with the Town Planning Permit Endorsed Drawings. Where there is a discrepancy between the the Town Planning Permit Endorsed Drawings and the Building Permit Drawings, the Town Planning Permit Endorsed Drawings are to take precedence.
18. Prior to the commencement of works, it is recommended that the owner & builder check with the structural engineer on whether a tree root barrier system is deemed necessary. Tree root barriers can help protect the building's foundations from any adverse effects posed by existing trees in close proximity and/or trees required as part of future landscaping requirements.
19. Prior to the erection of trusses (roof & floor) and/or pre-fabricated frames, the manufacturer's certification, computations and layouts, including wall bracing layouts must be submitted to this office for approval.
20. All proprietary separating-wall & external wall systems are to be constructed strictly in accordance with the manufacturer's specifications.

OCCUPANCY PERMIT

Building Act 1993 Building Regulations 2018 Regulation 192 Form 16

ISSUED TO

Nationwide Development (VIC) Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Nationwide Development (VIC) Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia
Phone: 9804 7113

OWNERSHIP DETAILS

Nationwide Property Group (Aust) Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

PROPERTY DETAILS

Lot V, 7 Gallaxus Avenue Wyndham Vale VIC 3024 Australia

Municipal District: Wyndham City Council

Allotment Area (m2): 9029

New floor Area (m2): 6762

Lot No: V

SPI No: V\PS806957

Section No: PS806957N

Folio: 147

Volume: 12229

LP/PS: PS806957

NATURE OF BUILDING WORKS

Proposed Multi Unit Development (45 No.)

BUILDING PERMIT DETAILS

Building Permit number: BS-L38638/8585060125876

Version of NCC applicable to the Building Permit: 2019

BUILDING DETAILS (Description: Residential)

BCA Class	Building Part	Allowable Live Load
1a(b)	All parts as per approved plans	1.5kPa
BCA Class	Building Part	Allowable Live Load
10a	All part as per approved plans	1.5kPa

SUITABILITY OF OCCUPATION

The buildings to which this permit applies are suitable for occupation. [Lots 12 - 17 Only]

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

- It is the owner's responsibility to ensure that the dwelling's energy efficiency fixtures (such as external door weather-strips, door jamb seals, energy efficient lighting and self-closing mechanical exhaust vents) are maintained in accordance with the endorsed drawings.
- It is the owner's responsibility to adequately maintain the bushfire construction requirements (BAL-12.5) in accordance with AS3959.
- It is the owner's responsibility to maintain the property in accordance with the Guide to Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring
- A notice in accordance with AS 3660.1 - 2014 shall be permanently fixed at the entrance to the sub-floor in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS 3660.1-2014.
- Only working smoke alarms save lives. It is the home owner's responsibility to ensure that smoke alarms are maintained in accordance with AS 3786.

PERMIT NUMBER

8585060125876

PERMIT DATE

01/10/2021

MANDATORY INSPECTION RECORDS

Inspection Type	Approved Date
Piers [Units 1 - 45]	21/12/2020
Prior to placing a footing [Lots 45 and 12-14]	12/02/2021
Prior to pouring in-situ reinforced concrete [Dwellings Only] [Lots 45 & 12]	19/02/2021
Prior to placing a footing [Lots 13-17]	22/02/2021
Prior to pouring in-situ reinforced concrete [Lots 13 & 14]	24/02/2021
Prior to placing a footing [Garage Only] [Lots 13-17]	03/03/2021
Prior to placing a footing [Pad Footings] [Carports Lots 45 & 12]	03/03/2021
Prior to pouring in-situ reinforced concrete [Garage] [Lots 13-17]	04/03/2021
Prior to pouring in-situ reinforced concrete [Lots 15-17]	27/04/2021
Completion of re-framework [bracing & bottom plate overhang] [Lots 12 & 45]	18/05/2021
Completion of re-framework [bracing and bottom plate overhang] [Lot 17]	19/05/2021
Completion of framework [Lots 13-15]	09/06/2021
Completion of re-framework [Lots 12, 16, 17 & 45]	17/06/2021
Completion of framework [Garages] [Lots 13 - 17]	12/08/2021
Final, upon completion of all building work [Lots 12-17]	13/09/2021

PERFORMANCE SOLUTION

1. An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that related to this project as set out below: To allow provision for the use of a Recycled/Grey water system in lieu of the provision of a solar hot water system based on approval under Part 1.2.2 (vi) of the National Construction Code of Australia Vol. 2
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RELEVANT BUILDING SURVEYOR

Name: **Romeo Georgiev**

Address: **Office 15.01, Level 15, 401 Docklands Drive, Docklands Vic 3008**

Email: **permits@arkibuildingsurveyors.com.au**

Building practitioner registration no.: **BS-L38638**

Occupancy Permit no.: **8585060125876/3**

Date of issue: **01/10/2021**

Signature:



RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT
Ver.9.2.CAV.AL/0623

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

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

1. **Date of agreement** 24/01/2025
This is the date the agreement is signed.
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 **35 Gallaxus Avenue,
Wyndham Vale, VIC, 3024,
Car park: 2 – Storage Cage: N/A**

3. **Rental provider details**
Name: **Jason Honey (Honey ATF Buzzhoney1961 Pty Ltd)**
Rental provider's agent's details (if applicable)
Name: **Xynergy Realty (Altona) Pty Ltd Trading as
Xynergy Realty Altona**
Business Address: **114-116 Queen St, Altona, VIC 3018**
Telephone: **03 9398 8400**
Email: **rental.altona@xynergy.com.au**
ABN: **81 625 734 045**

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	Dustin Tuazon
Current Address	35 Gallaxus Avenue, Wyndham Vale, VIC, 3024
Email of Renter 1	tuazd05@gmail.com
Phone number of Renter 1	0401356729
Full Name of Renter 2	Alver Tuazon
Current Address	35 Gallaxus Avenue, Wyndham Vale, VIC, 3024
Email of Renter 2	alvsisme@gmail.com
Phone number of Renter 2	0402 252 819

Note: If there are more than four renters, include details on an extra page.



Headquarters
791 Bourke Street
Docklands, VIC 3008
P 1300 884 168

South Yarra Office
25 Malcolm Street
South Yarra, VIC 3141
P 1300 884 168

Oakleigh Office
19 Station Street
Oakleigh, VIC 3166
P 03 9017 5881

Altona Office
114-116 Queen Street
Altona, VIC 3018
P 03 9398 8400

Melbourne Office
Suite 411/434 St Kilda Road
Melbourne, VIC 3004
P 03 9676 9411

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REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

5. Length of the agreement

Fixed Period Agreement ☒ - The period of the Agreement (The period 12 months Agreement)
Start date: **21/02/2025** (this is the date the agreement starts and you may move in)

End date: **20/02/2026**

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6. Rent

Rent amount (\$) **\$1,825.00** (payable in advance)
To be paid per ☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid on the **20th** of each month.

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). 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) 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 of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond Amount: **\$1,565.00**
Date bond payment due: **PAID**

Part B – Standard terms

8. Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☐ Direct debit ☐ Bank deposit ☐ Cash ☐ Cheque or money order
☒ BPAY ☐ other electronic form of payment, including Centrepay

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

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The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- ☒ Yes – insert email address, mobile phone number or other electronic contact details
- ☐ No

rental.altona@xynergy.com.au

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 – insert email address, mobile phone number or other electronic contact details
- ☐ No

tuazd05@gmail.com

- Renter 2 ☒ Yes – insert email address, mobile phone number or other electronic contact details
- ☐ No

alvsisme@gmail.com

Note: If there are more than four renters, include details on an extra page.

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	Laika Charles
Emergency phone number	03 9398 8400
Emergency email address	rental.altona@xynergy.com.au

Note: Full Emergency Contact List listed on the Appendix.

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 professionally 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.

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12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises (Rental provider to tick as appropriate)

- ☒ No ☐ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

The renter must be given two 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

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- 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 a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises 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 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 commencement of the agreement, must provide the renter with the following information in writing:

- (i) Information on how each smoke alarm in the rented premises operates; and
- (ii) Information on how to test each smoke alarm in the rented premises; and
- (iii) Information on 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 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.

18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not put up 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 can hold water deeper than 300 mm.

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.

- (a) 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.
- (b) The water tank must be full and clean at the commencement of the agreement.

Part D – Safety-related activities

This is a summary of selected rights and obligations of renters and rental providers under the *Residential Tenancies Act 1997* (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.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.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- 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.
- 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.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- 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 at www.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:
 - family violence intervention order; or
 - family violence safety notice; or
 - recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

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 www.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.

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A renter may arrange for urgent repairs to be done if they have 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 \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - 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 can 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.

25. Assignment or sub-letting

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 sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

26. 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, the 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.

27. Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - 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.

28. 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

29. Further details (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 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Part E.1. Commencement Stage

29.1. No Representations

The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on Part C on this Agreement.

29.2. Consent of the Premises Let use

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

- (a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.
- (b) Any other use may be subject to council or other approval and any cost associated with such approvals will be the responsibility of the RENTER.

29.3. Government Compliance Requirements

The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

29.4. Owners Corporation Compliance Rules

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

- (a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.
- (b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which are provided to the RENTER. (If applicable.)
- (c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

29.5. Availability of the Premises Let

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

29.6. Condition Report

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of Entry or Ingoing 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 the RENTER under a tenancy agreement.

- (a) The RENTER acknowledges that Entry or Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

- (b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

29.7. Residential Disclosure Statement

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

29.8. Occupancy of the Premises Let

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

29.9. Payment of Water Usage and Sewage Disposal

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

29.10. Payment of Services

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

- (a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
- (b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

29.11. Furnishings

If the premises let is let fully furnished or semi-furnished the RENTER acknowledges that any furniture, fittings and chattels included in the premises let is listed in Entry 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.

29.12. Care for Furnishings

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let 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 expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

29.13. Withdrawal

Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in clause 5, she/he will:

- (a) immediately inform the Agent in writing of their intention within 48 hours (*two business days*) from the date of this Agreement;
- (b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
- (c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

Part E.2. Tenancy Stage

29.14. Quiet Enjoyment

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

29.15. Cleanliness

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

29.16. Noise Control

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines which states; noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating system and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information please visit www.epa.vic.gov.au/noise.

29.17. Commercial Use

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation (*short stay or long stay*) for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

29.18. Bond Use

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

29.19. Report Defects

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

29.20. Report Damage or Injury

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

29.21. Shared Services

The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

29.22. Rubbish

The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

29.23. Hanging Clothes

The RENTER shall not hang any clothes outside the premises let 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 Owners Corporation Rules.

29.24. Balcony

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

29.25. Indoor Plants

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

29.26. Maintain Garden

The RENTER agrees to maintain any garden at or adjacent to the premises let including the moving 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. *(If applicable to the premises let.)*

29.27. Maintain Water Feature

The RENTER must comply with any government watering restrictions in place, from time to time when watering any garden. It is responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy and taking into account fair wear and tear.

29.28. Maintain Water System

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER or the AGENT or their contractors.

29.29. 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 let without the express written permission of the RENTAL PROVIDER. The RENTER 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.

29.30. Notify Blockages

The RENTER must as soon as practicable notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

- (a) 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.
- (b) 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 let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

29.31. Maintain Filters

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual to clean the filters. The RENTER may have to cover the cost of service on any future problems with the units if this caused by the cleaning was not undertaken.

29.32. Protection Against Damage

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be at the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

29.33. Floor Protection

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of the furniture to protect the floorboards from scratching.

29.34. Smoke Free Zone

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

- (a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.
- (b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

29.35. Heaters Products

The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

29.36. Fireplace Use

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

29.37. Smoke Alarm Detectors

The RENTER must:

- (a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
- (b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

29.38. Vehicle Parking

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

29.39. Parking Permit

The RENTER acknowledges that if the premises let is 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 let and or otherwise make independent arrangement for the parking of any vehicle.

29.40. Registered Vehicle

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

29.41. Mechanical Work

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

29.42. Replace Light Features

The RENTER shall, at the RENTER's expense, replace with a similar type of style and feature or attribute any lighting tube, globe, and down-light (including any starter ballast or transformer) at the premises let which become defective during the term or any extension of the Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

29.43. Registered Pets

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 28. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

- (a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.
- (b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

29.44. Pets Responsibility

The RENTER acknowledges that

- (a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.
- (b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

29.45. Pet Request

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

29.46. Pests Control

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

- (a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.
- (b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 24.

29.47. Changing Locks

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

- (a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.
- (b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.
- (c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

29.48. Lost Keys

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional key, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

29.49. Extra Keys

The RENTER acknowledges that should the RENTER wish to order any extra key, remote control or other access device for the premises let, it will be at the expense of the RENTER including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

29.50. Breakage Incident

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

29.51. Premises Let Alterations

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

- (a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.
- (b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition including (but not limited to) removal of the object affixed when the tenancy is terminated.
- (c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.
- (d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

29.52. Premises Let Maintenance

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

- (a) 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;
- (b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and
- (c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

29.53. Urgent Repairs

The RENTER acknowledges that the AGENT is authorized to attend urgent repairs to a maximum of \$2,500 including GST and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided on clause 10 or the approved Emergency Contact before any urgent repairs are completed.

Please refer to the booklet "Renting a Home – A guide for Renter" as provided for classification of urgent repairs.

29.54. Writing Maintenance Request

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs' are required in writing to the AGENT address outlined in clause 3.

29.55. Cost of Repairs of the Premises Let

The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

Part E.3. Expiration Stage

29.56. Notice of Expiration

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 let at the expiration of the notice period given in the notice to vacate.

29.57. Notice of Possession

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let 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.

29.58. No Promise of Renewal

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

29.59. Notice of Intention to Vacate

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

29.60. Periodic Tenancy

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

29.61. Break Lease

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

- (a) immediately inform the AGENT in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
- (b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
 - the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
- (d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.62. Public Notice and Access

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

- (a) to put on the premises let a notice 'to let' during the last month of the term of this Agreement.
- (b) to put on the premises let a notice 'for sale' or 'auction' at any time during the term of this Agreement.
- (c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 27.

29.63. Removal of Personal Belonging

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 let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

29.64. Modifications Restoration

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.

29.65. Window Cleaning

If required in order to return the premises let 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 let, the RENTER agrees to have all windows at the premises let cleaned (both internally and externally) in a professional manner at the RENTER's own cost immediately prior to vacating the premises let and taking into account fair wear and tear.

29.66. Carpet Cleaning

If required in order to return the premises let to the state evidenced in the condition report (*where carpets are steamed cleaned prior to commencement*), 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 let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

29.67. Cost of Rectification

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

29.68. Cost of Replacements

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 let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

29.69. Cost of Pet Damage

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

29.70. Cost of Cleaning

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

29.71. Return Keys

The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that rent on the premises let is payable until all keys and any remote controls are delivered.

Part E.4. General Provision

29.72. Residential Tenancy Database

The AGENT will within 14 days of receipt of a written request to provide a copy of any listing located on a residential tenancy database used by the AGENT subject to the Act Section 439 (l).

29.73. Occupant of the Premises Let

The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

29.74. Contents Insurance

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER should take out content insurance to adequately cover their possessions.

29.75. No Invalidating Insurance

The RENTER shall not do or allow anything to be done which would invalidate any insurance policy on the premises let 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 let. 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.

29.76. Loss or Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

29.77. Injury and Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

29.78. Rent Payment

The RENTER agrees:

- (a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
- (b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
- (c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
- (d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
- (e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

29.79. Rent Increase

The RENTAL PROVIDER must not increase the rent more than once in every 12 months.

- (a) The RENTAL PROVIDER may in accord with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.
- (b) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

29.80. Cost of Repairs of the Furniture, Fittings, and Chattels

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 let 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 let.

29.81. Electronic Notices

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilizing an electronic signature.

- (a) The RENTER consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.
- (b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.
- (c) 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.

29.82. Change of Electronic Address

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

29.83. Withdrawal of Consent

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

29.84. Notice of Entry

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 27:

- (a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;
- (b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;
- (c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;

- (d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let 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);
- (e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
- (f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and provide further that at least seven days' written notice has been given to the RENTER.

29.85. Change of Renter

The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 25.

29.86. Obligation of Renter of Transfer

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charge incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event in clause [29.88](#).

29.87. Process of Transfer

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

- (a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
- (b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of \$275 (including GST) or 0.55 weeks rent (including GST), whichever greater per transfer or change event, and
- (c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of \$15 plus GST on each new applicant.
- (d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.

The transfer will take in place until the new Agreement is binding and unconditional.

29.88. Assignment and Sub-Letting

The RENTER assigns the tenancy or sub-let in contrary to clause 25, or the RENTER abandon the premises let, the RENTER agrees:

- (a) to reimburse the RENTAL PROVIDER'S expenses including:
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

- the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (b) To be responsible to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
- (c) Leave the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.89. Administration Fee of Extra Keys

The RENTER agrees to pay the administration fee (*non-reimbursable*) as in clause [29.90](#) for the extra keys and to return all keys as given at the end of the tenancy.

29.90. Standard Administration Fee

The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of \$33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee in clause [29.87](#).

29.91. Failure to Comply

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated on the Act.

29.92. Enforcement of the Agreement

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

29.93. Severability

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

29.94. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum which shall form part of this Agreement.

- (a) The Act means Residential Tenancies Act 1997 including any subordinate regulations,
- (b) The Schedule means the schedule to this Agreement,
- (c) The Addendum means the additional terms to this Agreement,
- (d) The Agreement means this document incorporating the Schedule, and
- (e) All attachments on the Appendix or the digital link to this document.

29.95. Amendment of the Agreement

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let and the RENTER will be bound by such rules and regulations of the Act.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

30. Signatures

This agreement is made under the **Residential Tenancies Act 1997**. Before signing you must read **Part D – Rights and Obligations** in this form.

RENTAL PROVIDER

*Signature of AGENT
on behalf of the
RENTAL PROVIDER*

Verrel Bramasta
Verrel Bramasta (Dec 5, 2024 11:37 GMT+11)

Laika Charles
Name

05/12/2024
Date

RENTER(S)

Signature of RENTER 1

D. Tuazon
Dustin Tuazon (Jan 9, 2025 22:48 GMT+11)

Dustin Tuazon
Name

09/01/2025
Date

Signature of RENTER 2

alver tuazon
alver tuazon (Jan 24, 2025 08:55 GMT+11)

Alver Tuazon
Name

24/01/2025
Date

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

Appendix

1. [Privacy Collection Notice](#)
2. Rental Disclosure Statement
3. [Emergency Contact Details](#)
4. Owners Corporation Rules (as the case may be)

Prepared on: 5 December 2024

RRA_35 Gallaxus Avenue_21.02.25-20.02.26

Final Audit Report

2025-01-23

Created:	2024-12-05
By:	Xynergy Realty AL (info.altona@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAATdXhfTV6yfpXrzWH3oJK1ohGQRh4A1Za

"RRA_35 Gallaxus Avenue_21.02.25-20.02.26" History

 Document created by Xynergy Realty AL (info.altona@xynergy.com.au)

2024-12-05 - 0:19:51 AM GMT- IP address: 117.54.99.210

 Document emailed to pm3.al@xynergy.com.au for signature

2024-12-05 - 0:19:58 AM GMT

 Email viewed by pm3.al@xynergy.com.au

2024-12-05 - 0:20:08 AM GMT- IP address: 66.249.84.201

 Signer pm3.al@xynergy.com.au entered name at signing as Verrel Bramasta

2024-12-05 - 0:37:42 AM GMT- IP address: 117.54.99.210

 Document e-signed by Verrel Bramasta (pm3.al@xynergy.com.au)

Signature Date: 2024-12-05 - 0:37:44 AM GMT - Time Source: server- IP address: 117.54.99.210

 Document emailed to tuazd05@gmail.com for signature

2024-12-05 - 0:37:46 AM GMT

 Email viewed by tuazd05@gmail.com

2024-12-05 - 0:56:57 AM GMT- IP address: 66.249.84.192

 Email viewed by tuazd05@gmail.com

2024-12-08 - 7:39:21 AM GMT- IP address: 66.249.84.201

 Email viewed by tuazd05@gmail.com

2024-12-09 - 2:17:16 AM GMT- IP address: 66.249.84.198

 Email viewed by tuazd05@gmail.com

2024-12-10 - 5:29:29 PM GMT- IP address: 66.249.84.199

 Email viewed by tuazd05@gmail.com

2024-12-11 - 10:23:47 AM GMT- IP address: 66.249.84.201



Adobe Acrobat Sign

-  Email viewed by tuazd05@gmail.com
2024-12-12 - 6:54:38 PM GMT- IP address: 66.249.84.199
-  Email viewed by tuazd05@gmail.com
2024-12-13 - 6:45:49 AM GMT- IP address: 66.249.84.199
-  Email viewed by tuazd05@gmail.com
2024-12-15 - 5:46:48 PM GMT- IP address: 66.249.84.198
-  Email viewed by tuazd05@gmail.com
2024-12-17 - 2:02:46 AM GMT- IP address: 66.249.84.200
-  Email viewed by tuazd05@gmail.com
2025-01-08 - 3:46:02 AM GMT- IP address: 66.249.84.67
-  Signer tuazd05@gmail.com entered name at signing as Dustin Tuazon
2025-01-09 - 11:48:57 AM GMT- IP address: 123.243.97.168
-  Document e-signed by Dustin Tuazon (tuazd05@gmail.com)
Signature Date: 2025-01-09 - 11:48:59 AM GMT - Time Source: server- IP address: 123.243.97.168
-  Document emailed to alvsisme@gmail.com for signature
2025-01-09 - 11:49:00 AM GMT
-  Email viewed by alvsisme@gmail.com
2025-01-22 - 8:50:49 PM GMT- IP address: 74.125.209.67
-  Email viewed by alvsisme@gmail.com
2025-01-23 - 9:55:20 PM GMT- IP address: 66.249.84.130
-  Signer alvsisme@gmail.com entered name at signing as alver tuazon
2025-01-23 - 9:55:52 PM GMT- IP address: 104.28.249.24
-  Document e-signed by alver tuazon (alvsisme@gmail.com)
Signature Date: 2025-01-23 - 9:55:54 PM GMT - Time Source: server- IP address: 104.28.249.24
-  Agreement completed.
2025-01-23 - 9:55:54 PM GMT



023-3018 (42621)
E

Buzzhoney 1961 Pty Ltd
C/- Xynergy Realty
114-116 Queen Street
ALTONA VIC 3018

Assessment
Number
259878

Due Date
30/11/2025

Bank Reference
Number
2397324

Issue Date
06/11/2025

259878



PROPERTY LOCATION AND DESCRIPTION
V 12335 F 738 L 14 PS 820849 Werribee Parish
35 Gallaxus Avenue WYNDHAM VALE VIC 3024
AVPC Code: 120

2ND INSTALMENT NOTICE

Instalment Amount Due **\$415.00**

Total Amount Due \$415.00

ARREARS OUTSTANDING



1st Instalment
30/09/2025

\$0.00

2nd Instalment
30/11/2025

\$415.00

3rd Instalment
28/02/2026

\$415.00

4th Instalment
31/05/2026

\$415.00

If you are having any difficulties making your instalment payment please contact Council on 1300 023 411.



Go Green! Have your Rates
Notice delivered by email.

Sign up at EzyBill at <https://wyndham.ezybill.com.au>



Payments received after 05/11/2025 will not be shown on this notice.

259878



415.00



Assessment No. 259878

Name Buzzhoney 1961 Pty Ltd

Address 35 Gallaxus Avenue
WYNDHAM VALE VIC 3024

2nd Instalment by
30/11/2025
\$415.00

To pay visit: www.wyndham.vic.gov.au or turn over the page for more options

Online



Direct Debit



Bpay



Australia Post



Payment in Person



Mail



Instalment *396 2397324 \$415.00

Sign up to Ezybill to receive all notices electronically, and view past notices anytime at no cost (2019 to latest)
Please note as of 1st July 2025, an admin fee of \$19.40 will apply per notice for any requests for copies of notices.

Appeal against rates

If you do not agree with a rate or charge and believe that:

- a rate has been declared in respect of non-rateable land;
- the rate or charge assessment has been incorrectly calculated; or
- the wrong person has been levied with the rate or charge,

please contact Council's Rating Services Unit on 1300 023 411 to discuss the matter further.

If you are not satisfied with the outcome of your enquiry you may, within 60 days of receiving this notice, appeal to the County Court under section 184 of the *Local Government Act 1989*, and notify Council in writing of your intention to appeal.

Notice of valuation

Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2025 for the 2025 general valuation.

Council's general valuation may be used by other rating authorities to assess rates and taxes. The State Revenue Office (SRO) uses the general valuation to assess land tax. Further information on this use can be found on the SRO website (www.sro.vic.gov.au).

Objection against valuation

Any person aggrieved by a valuation of land made by Council may object to that valuation in accordance with section 16 of the *Valuation of Land Act 1960*. Objections must be made in writing or lodged online via the Rating Valuation Objections Portal on the Land Use Victoria website, and must set out the grounds for objection and contain the prescribed information as set out in regulation 13 of the *Valuation of Land Regulations 2014*. Objections must be lodged within 60 days of the issue date of this notice. Please contact Rating Services Unit on 1300 023 411 to discuss your appeal.

The lodging of an objection does not constitute grounds for non-payment of the council rate as assessed on this notice. Payment is required to be made by the due date pending the outcome of any objection.

Capping of Council rates

Council has complied with the Victorian Government's rates cap of 3.0 per cent. The cap applies to the average annual increase of rates and charges.

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

- the valuation of your property relative to the valuation of other properties in the municipal district;
- the application of any differential rate by Council;
- the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Payment of rates

Council has declared that rates and charges are to be paid by instalments. If you prefer to make a single full payment, this must be done by the first instalment due date to avoid any penalty interest. Notices will be sent for the second, third and fourth instalments.

All payments will be allocated in the following order:

- Legal costs owing (if any)
- Interest owing (if any)
- Arrears owing (if any)
- Current rates and charges owing (if any)

Arrears and late payments

Payment options are identified in this notice. Where you seek to pay your rates and/or charges by way of a payment plan, or you seek a deferral or a waiver of making payments of rates and/or charges, you must make an application in writing to the Rates Collections Unit of Council. See: www.wyndham.vic.gov.au for Council's Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at the rate set by the Penalty Interest Rates Acts 1983, from the due date of each overdue instalment unless a payment plan is in place. The current penalty interest rate is 10%.

Council may refer any arrears balance to a debt collection agency and commence legal action for its recovery. Please contact Council to discuss payment plan options if you are experiencing difficulty in making payment.

Pensioner rebate

Pensioner Concession Card holders may be entitled to a rebate on rates, charges and the Emergency Services Volunteer Levy. To find out whether you are eligible for a rebate, contact Council's Rating Services Unit on 1300 023 411.

Please note: Health Care Cards are not accepted for pensioner rebates.

Financial hardship

If you are experiencing financial hardship, please contact Council's Rates Collections team on 1300 023 411 to discuss payment plan options.

Updating details

If the postal information on this notice is incorrect, please update your details by completing an online form at www.wyndham.vic.gov.au. If you cannot update your details online, please contact Council on 1300 023 411.

Privacy statement

Your personal information is being collected by Wyndham City Council for the purpose of identifying you when communicating with Council and for the delivery of services and information. The personal information will be securely stored in Council's Customer Database. We will not disclose your personal information without your consent, except where required or authorised to do so by law. The personal information will be handled in accordance with the Privacy and Data Protection Act 2014 and Council's [Privacy Policy](http://www.wyndham.vic.gov.au/privacy-policy), available at www.wyndham.vic.gov.au/privacy-policy. You may contact Council with concerns about the privacy of your personal information at mail@wyndham.vic.gov.au.

Please contact Council's Rating Services Unit on 1300 023 411 with any enquiries.

METHODS OF PAYMENT *American Express now accepted*

Online



www.wyndham.vic.gov.au
Quote your Bank Reference Number shown on the front of this notice. MasterCard, Visa & American Express accepted.

Direct Debit



To apply, please download and complete a Direct Debit Application Form visit: www.wyndham.vic.gov.au
Complete and return via:
Mail: PO Box 197
Werribee, Victoria 3030
Email: mail@wyndham.vic.gov.au
In Person: Civic Centre,
45 Princes Highway, Werribee.



Contact your participating financial institution to make a payment.

Biller Code 76869
Reference number 2397 324

Australia Post



In-store:- Present this account & your payment in-store at Australia Post. Cash, cheque, EFTPOS, Credit Card accepted.
By phone:- 131816 Credit Card accepted.
Online:- auspost.com.au/postbillpay Credit Card accepted.

Billpay Code 0396
Reference number 2397 324

Payment in Person



Pay in person at any Wyndham City Customer Service Centre.

Civic Centre
Mon – Fri 8.30am – 5pm
Point Cook Community Learning Centre
Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
Mon - Fri 9am - 5pm

Please note:-
Community Learning Centres accept card payment only.



Mail

Mail this slip with cheque or money order to:-

Wyndham City
PO Box 197
Werribee Victoria 3030

Please note:
Receipts will not be issued.



Rates Correspondence
Wyndham City
PO Box 197
Werribee Victoria 3030
www.wyndham.vic.gov.au
mail@wyndham.vic.gov.au
ABN: 38 393 903 860

General Enquiries
1300 023 411
Customer Service Centres
Civic Centre Mon - Fri 8.30am - 5pm
Point Cook Community Learning Centre
Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
Mon - Fri 9am - 5pm

Instalment Notice 2025 - 2026

1 July 2025 - 30 June 2026



023-3018 (42427)
E

Buzzhoney 1961 Pty Ltd
C/- Xynergy Realty
114-116 Queen Street
ALTONA VIC 3018

Assessment
Number
259878

Due Date
28/02/2026

Bank Reference
Number
2397324

Issue Date
03/02/2026

259878



PROPERTY LOCATION AND DESCRIPTION
V 12335 F 738 L 14 PS 820849 Werribee Parish
35 Gallaxus Avenue WYNDHAM VALE VIC 3024
AVPC Code: 120

3RD INSTALMENT NOTICE

Instalment Amount Due **\$415.00**

Total Amount Due \$415.00

**ARREARS
OUTSTANDING**



**1st Instalment
30/09/2025**

\$0.00

**2nd Instalment
30/11/2025**

\$0.00

**3rd Instalment
28/02/2026**

\$415.00

**4th Instalment
31/05/2026**

\$415.00

If you are having any difficulties making your instalment payment please contact Council on
1300 023 411.



**Go Green! Have your Rates
Notice delivered by email.**

Sign up at EzyBill at <https://wyndham.ezybill.com.au>



Payments received after 01/02/2026 will not be
shown on this notice.

259878



415.00



Assessment No. 259878

Name Buzzhoney 1961 Pty Ltd

Address 35 Gallaxus Avenue
WYNDHAM VALE VIC 3024

**3rd Instalment by
28/02/2026
\$415.00**

To pay visit: www.wyndham.vic.gov.au or turn over the page for more options



Instalment *396 2397324 \$415.00

Sign up to Ezybill to receive all notices electronically, and view past notices anytime at no cost (2019 to latest)
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Please contact Council's Rating Services Unit on 1300 023 411 with any enquiries.

METHODS OF PAYMENT *American Express now accepted*

Online



www.wyndham.vic.gov.au
Quote your Bank Reference Number shown on the front of this notice. MasterCard, Visa & American Express accepted.

Direct Debit



To apply, please download and complete a Direct Debit Application Form visit: www.wyndham.vic.gov.au
Complete and return via:
Mail: PO Box 197
Werribee, Victoria 3030
Email: mail@wyndham.vic.gov.au
In Person: Civic Centre,
45 Princes Highway, Werribee.



Contact your participating financial institution to make a payment.

Biller Code 76869
Reference number 2397 324

Australia Post



In-store:- Present this account & your payment in-store at Australia Post. Cash, cheque, EFTPOS, Credit Card accepted.
By phone:- 131816 Credit Card accepted.
Online:- auspost.com.au/postbillpay Credit Card accepted.

Billpay Code 0396
Reference number 2397 324

Payment in Person



Pay in person at any Wyndham City Customer Service Centre.

Civic Centre
Mon – Fri 8.30am – 5pm
Point Cook Community Learning Centre
Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
Mon - Fri 9am - 5pm

Please note:-
Community Learning Centres accept card payment only.



Mail

Mail this slip with cheque or money order to:-

Wyndham City
PO Box 197
Werribee Victoria 3030

Please note:
Receipts will not be issued.

BUZZHONEY 1961 PTY LTD
XYNERGY REALTY
114-116 QUEEN STREET
ALTONA VIC 3018

Account number

25951 70000

Tax Invoice 259829859387

Date of issue 21 Jan 2025

Service address

35 Gallaxus Avenue,
Wyndham Vale
VIC, 3024

Amount to pay

\$186.39

Previous bill	\$190.53
Payments received	-\$190.53
Balance	\$0.00
Current charges	\$186.39
Total charges	\$186.39

Please see page 2 for detailed information

Pay by

17 Feb 2025

**Having trouble
paying your bill?**

Call us on **13 44 99** or visit
[gww.com.au/accounts-billing](https://www.gww.com.au/accounts-billing)

You are required to check your recycled water connection every year or when you carry out plumbing works. Find out more at <https://www.gww.com.au/water-waste/recycled-water/checking-your-recycled-water-connection>.

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit
at **[gww.com.au](https://www.gww.com.au)** or
call **13 44 99**



BPAY

Bill code: **8789**
Ref: **25951700006**
Go to **[bpay.com.au](https://www.bpay.com.au)**

® Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

Pay by credit card
at **[gww.com.au](https://www.gww.com.au)** or
call **13 44 99**



Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0259 5170 0005**

Pay at any post office,
by phone **13 18 16**, at
[postbillpay.com.au](https://www.postbillpay.com.au), or
via AusPost app

Centrepay

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
[centrelink.gov.au](https://www.centrelink.gov.au)
Greater Western Water
reference: **555-054-071-L**
Your account number:
25951 70000



Usage and charges

Outstanding balance					\$0.00
Your network charges ¹					
	Charge period			Amount	
Recycled Water	01/01/2025 - 31/03/2025			\$9.69	
Water	01/01/2025 - 31/03/2025			\$54.32	
Sewer	01/01/2025 - 31/03/2025			\$70.78	
Total network charges					\$134.79
Other charges and adjustments					
	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum	Charge (\$)
Waterways & Drainage ² For Melbourne Water	01/01/2025 - 31/03/2025	\$3,910.00	\$30.10		\$30.10
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/01/2025 - 31/03/2025	\$3,910.00	\$21.50		\$21.50
Total other charges and adjustments					\$51.60
Your total charges					\$186.39

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at gww.com.au/quarterlyparkcharge

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at gww.com.au/privacy or email contact@gww.com.au to update your personal information.

Your charges explained

- 1. Water and sewerage network** charges help us maintain and upgrade thousands of kilometres of water and sewer pipes
- 2. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
- 3. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquires and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a

concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession

We're here to help

There are options available if you're having trouble paying your bill visit gww.com.au/financial-support



Improving your service experience

We've made significant progress in addressing the technical issues with our new billing system and sincerely apologise for the inconvenience this has caused. We are committed to fully resolving these challenges and minimising further disruptions to your service.

This new system replaces outdated technology and introduces key improvements like multi-factor authentication, to better protect your

information online. Our focus remains on delivering reliable and supported services to you while we make this important upgrade.

Our dedicated team have worked hard to resolve these issues and provide you with the support you need.

Thank you for your understanding as we work through this. If you need assistance, we're here to help every step of the way.

Maree



Maree Lang
Managing Director
Greater Western Water

Shining a light on how we treat our water

We use ultraviolet (UV) disinfection to treat water at several of our plants. UV disinfection blasts powerful ultraviolet light through water to remove microscopic bugs like bacteria and viruses. UV disinfection supports our other treatment methods by adding an extra layer of protection to keep water safe.

Last year, we installed a new UV disinfection unit to service the Myrniong community and we have plans to add another at the Romsey Water Filtration Plant soon too. UV disinfection is an effective, sustainable treatment that uses minimal energy and is gentle on the environment.

Learn more about our UV disinfection process at
gww.com.au/watertreatment



We're here to help if you need more time to pay your bill

Some of our bills have been delayed due to technical issues with our new billing and payment system. These delayed bills might cover a longer period and so might be higher than usual.

To make things easier, we're giving you 4 months to pay these delayed bills.

If you are experiencing financial pressures and need extra support to pay your bill, we're here to help with flexible options including payment plans, extensions and support programs.

To find out more about our payment support options, please call us on **13 44 99** or visit
gww.com.au/financial-support

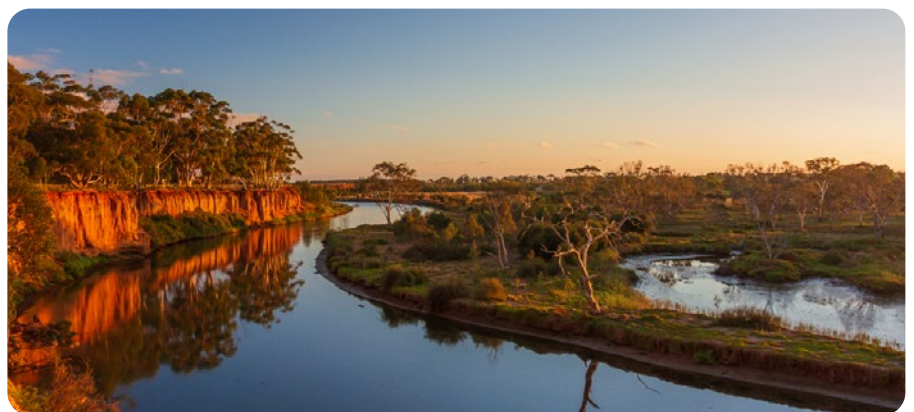


Read our latest Annual Water Outlook report

The Annual Water Outlook report measures how we are currently using water, projects Melbourne's water use for the coming year and outlines what we are doing to protect and preserve water supplies.

The report is a collaboration between Greater Western Water, Melbourne Water, South East Water and Yarra Valley Water and is released every December.

Read the Annual Water Outlook report
gww.com.au/MelbournesWaterOutlook



Werribee River

Acknowledgement of Country

Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.

What is PFAS testing?

PFAS (per and polyfluoroalkyl substances) are human-made chemicals found in everyday products. They're commonly known as 'forever chemicals' because they do not naturally break down and can last a long time in the environment and humans.

Melbourne's tap water is world-class and undergoes routine, rigorous testing. The testing follows strict Australian Drinking Water Guidelines set by the independent National Health and Medical Research Council (NHMRC). The guidelines establish safe levels of

PFAS in water, and tests on our local water supplies since 2018 as well as Melbourne Water's recent monitoring show all results are well within these safety limits.

PFAS are not added to drinking water, but tiny amounts are often detected in groundwater and surface water around the world. For most people, any exposure to PFAS through drinking water remains very low.

Learn more about water quality at [gwww.com.au/waterquality](https://www.com.au/waterquality)



2024 National Water Week poster competition winners

After a record 1240 entries across our service area in 2024, our National Water Week poster competition winners were announced. Creative youngsters from 47 schools, kindergartens and early learning centres across our service area entered the competition.

You can see all the winning posters at [gwww.com.au/nww](https://www.com.au/nww)



Second-place winner, Pardhu, from Bacchus Marsh Grammar

Your water supply during bushfires

We prepare our network every fire season to reduce the chance of water outages in high-risk areas.

Even though we're ready, we can't guarantee water supply, water pressure or water quality during a bushfire.

Disruptions may occur due to increased water use or network damage.

If there are water supply impacts in your area, we'll notify you via SMS. To stay informed, make sure we have your mobile number at [gwww.com.au/contact](https://www.com.au/contact).

If you live in a high-risk fire area, you can also prepare by:

- having an alternative water supply available, like groundwater bores or rainwater tanks
- keeping enough drinking water in an emergency kit for all family members, including pets

- checking for updates on our website and social media channels.

If you have a fire hydrant on or near your property, keep it well-maintained, visible and easily accessible. This helps the Country Fire Authority (CFA) and Fire Rescue Victoria (FRV) during emergencies.

For more information, visit [gwww.com.au/bushfires](https://www.com.au/bushfires)



Investing in the growing Macedon Ranges communities

We've been making upgrades to our infrastructure across the Macedon Ranges area. A major upgrade at the Gisborne Recycled Water Plant is now in testing phase, the Lancefield community is benefiting from a new sewer main and Romsey is set for a major upgrade to their water filtration plant.

The Lancefield Sewer Upgrade replaced 6.5 km of sewer pipeline while major works on the Gisborne Recycled Water Plant and Romsey Water Filtration Plant will boost

capacity and introduce new energy-efficient technologies.

Our service area is growing rapidly and in the next 30 years our region's population is forecast to double. These projects ensure that we can continue to deliver safe and reliable sewerage services to everyone living and working across the Macedon Ranges Shire.

Learn more about our upgrades at [gwww.com.au/major-projects](https://www.com.au/major-projects)



Gisborne Recycled Water Plant

Our Annual Report has been published

Our Annual Report for 2023-24 is now available. Read about our major achievements over the last twelve months, the service we delivered and the progress we have made towards supporting our customers, community and caring for Country.

Read the report at [gwww.com.au/reports](https://www.com.au/reports)



Contact us

Call **13 44 99**

Visit [gwww.com.au](https://www.com.au)



@greaterwesternwater



@greaterwesternwater



@GWWvic



@greaterwesternwater

Property Clearance Certificate

Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:80214093-016-8.40498
Certificate No:	98649921
Issue Date:	13 APR 2026
Enquiries:	MXH10

Land Address:	35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
48680927			12335	738	\$741.63

Vendor: KAREN JANE HONEY & JASON PETER HONEY
Purchaser: TBA TBA

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
LOT 14 CREEK AVENUE TRUST	2026	\$67,500	\$741.63	\$0.00	\$741.63

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

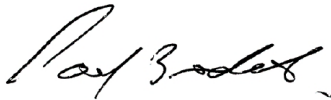
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$415,000
SITE VALUE (SV):	\$67,500
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$741.63



Notes to Certificate - Land Tax

Certificate No: 98649921

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$67,500

Calculated as \$500 plus (\$67,500 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,150.00

Taxable Value = \$415,000

Calculated as \$415,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 98649921

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 98649921

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:80214093-016-8.40498

Certificate No: 98649921

Issue Date: 13 APR 2026

Enquires: MXH10

Land Address: 35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48680927			12335	738	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$415,000
SITE VALUE:	\$67,500
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98649921

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:80214093-016-8.40498
Certificate No:	98649921
Issue Date:	13 APR 2026

Land Address: 35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024

Lot	Plan	Volume	Folio
		12335	738

Vendor: KAREN JANE HONEY & JASON PETER HONEY

Purchaser: TBA TBA

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 98649921

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 98649924 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 98649924 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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Due Diligence Checklist

What you need to know before buying a residential property

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

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.

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: JASON PETER HONEY & KAREN JANE HONEY as the Directors of BUZZHONEY1961 PTY LTD

PROPERTY: 35 GALLAXUS AVENUE WYNDHAM VALE VIC 3024

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):.....PERPETUAL CORPORATE TRUST LTD

of:..

(b) Amount secured \$.....

Instalments \$..... per.....

Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable% p.a.

Default rate% p.a.

(d) Due date of repayment of Mortgage(s):/...../2

(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does *does not provide for further advances *as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../200

SIGNATURE OF VENDOR(S)

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT/...../200

SIGNATURE OF PURCHASER(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

A. The particulars provided by the Vendors in this Statement are accurate.

B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.

C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)