

DATED

2024

ABHISHEK DANGOL

to

CONTRACT OF SALE OF REAL ESTATE

Property: 17 Josebury Road, Tarneit VIC 3029

ADVANCED CONVEYANCING

Suite 601, Level 6, 365 Little Collins Street

MELBOURNE VIC 3000

Mob: 03 7036 1526

Ref: MN:JL:MN244070

CONTRACT OF SALE OF LAND

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

CONTRACT OF SALE OF LAND

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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/...../2024

Print names(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

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

Print names(s) of person(s) signing: **ABHISHEK DANGOL**

State nature of authority, if applicable:

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

PARTICULARS OF SALE

Vendor's estate agent

Harcourts Rata & Co

Of: 1/337 Settlement Road Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel:0452 077 606 Fax: Ref: Ravi

Vendor

ABHISHEK DANGOL

Vendor's legal practitioner or conveyancer

ADVANCED CONVEYANCING

Suite 601, Level 6, 365 Little Collins Street, Melbourne VIC 3000

Email: Info@advancedconveyancing.com.au

Mob: 0404 570 666 Ref: MN244070

Purchaser

Of

Email:

Mob:

Purchaser's legal practitioner or conveyancer

Of:

Email:

Tel:

Mob:

Fax:

Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11146 Folio 882	1156	PS 615974C

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 17 Josebury Road, Tarneit VIC 3029

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

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

Payment

Price \$ _____

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

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

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

Special Conditions

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

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

1 ACCEPTANCE OF TITLE

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.

EC

2 ELECTRONIC CONVEYANCING

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

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

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

2.3 Each party must:

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

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation. The purchaser must anticipate the PEXA workspace created by the vendor to proceed with settlement.

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

2.6 Settlement occurs when the workspace records that:

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

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

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

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

2.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator.

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

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

3 PLANNING SCHEMES

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

4 NO REPRESENTATIONS

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein, and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

5 PAPER SETTLEMENT

If Vendor's representative needs to do paper settlement under Purchaser's representative request, the admin fee of \$350 will be charged to the Purchaser.

6 DWELLING

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold based on existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

7 DEPOSIT

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

8 AUCTION

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

9 GUARANTEE

If a company purchases the property:

(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

10 FIRB APPROVAL

10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

10.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

10.3 This warranty and indemnity do not merge on completion of this contract.

11 CONDITION OF PROPERTY

11.1 The property and any chattels are sold:

- (a) in their present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

11.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

11.3. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

11.4. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

11.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations, or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

12 DEFAULT NOT REMEDIED

General condition 35.4 of the Contract is amended to add: The Purchaser is hereby notified that should settlement not be completed on the settlement due date, they may be liable for the Vendor's losses including but not limited to:

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date.
- (c) Accommodation and/or storage expenses necessarily incurred by the Vendor.
- (d) Costs and expenses as between the Vendor's Conveyancer and/or Solicitors and the Vendor. Should a Default Notice be issued, the costs and expenses would be \$900.00 (plus GST).
- (e) Penalties payable by the Vendor to a third party through any delay in completion of purchase.

13 LOAN

General condition 20.2 (c) herein shall be deleted and substituted to read as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution(not from a broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from approved lending institution which the loan application was applied to.

14 RESCHEDULED SETTLEMENT

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or requests the Vendor's representative to seek instruction from the vendor to change the settlement date or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 for additional costs and disbursements.

15 SWIMMING POOL OR SPA

In relation to any swimming pool and or spa located on the land (hereinafter referred to as 'the Pool'), the purchaser acknowledges and agrees:

- a) the Pool may not have fencing or safety measures that comply with the requirements of Victorian swimming pool/spa barrier laws, regulations and or associated building laws;
- b) the purchaser is responsible for all costs and any associated works that may be required with respect to the Pool's compliance with Victorian swimming pool/spa barrier laws, regulations and associated building laws and the purchaser hereby releases and indemnifies the vendor accordingly. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation with respect to the Pool or compliance matters referred to in this special condition.

16 STATEMENT OF ADJUSTMENTS

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 7 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving the Statement of Adjustments.

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

6.2 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order 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.

6.4 The warranties in general conditions 6.2 and 6.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.

6.6 Words and phrases used in general condition 6.5 which are defined in the Building Act 1993 have the same meaning in general condition 6.5.

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

13 GENERAL LAW LAND

13.1 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 the holder of an unencumbered estate in free 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 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

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

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

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

19 GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract. 19.7 In this general condition:

- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
- (b) 'GST' includes penalties and interest.

20 LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21 BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (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 following basis:

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

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

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

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

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

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

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

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

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

25 GST WITHHOLDING

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

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

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

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

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

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

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

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

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

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

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network. 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.

29 INSPECTION

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

30 TERMS CONTRACT

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

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

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

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of

and..... of

being the **Sole Director / Directors** of of (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 2024

SIGNED by the said)

Print Name:)

.....
Director (Sign)

in the presence of:)

Witness:)

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: ABHISHEK DANGOL,

Property Address: 17 Josebury Road, Tarneit VIC 3029

Lot: 1156 Plan of subdivision: 615974C

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 02/07/2024

Signed for an on behalf of the Vendor: *ADVANCED CONVEYANCING*

Vendor Statement

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

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

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

Land	17 JOSEBURY ROAD, TARNEIT VIC 3029
-------------	------------------------------------

Vendor's name	ABHISHEK DANGOL	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

- 9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

As attached

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11146 FOLIO 882

Security no : 124116296709M
Produced 02/07/2024 11:32 AM

LAND DESCRIPTION

Lot 1156 on Plan of Subdivision 615974C.
PARENT TITLE Volume 11094 Folio 855
Created by instrument PS615974C 10/07/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ABHISHEK DANGOL of 17 JOSEBURY ROAD TARNEIT VIC 3029
AN263566S 10/11/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY067068H 04/06/2024
MACQUARIE BANK LTD

COVENANT PS615974C 10/07/2009

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
AD626723U 18/05/2005

DIAGRAM LOCATION

SEE PS615974C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY067067K (E)	DISCHARGE OF MORTGAGE	Registered	04/06/2024
AY067068H (E)	MORTGAGE	Registered	04/06/2024

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

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

Street Address: 17 JOSEBURY ROAD TARNEIT VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 04/06/2024

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS615974C
Number of Pages (excluding this cover sheet)	10
Document Assembled	02/07/2024 11:32

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION	EDITION 1	Plan Number PS 615974C
----------------------------	------------------	----------------------------------

<p>Location of Land Parish: TARNEIT Township: - Section: 13 Crown Allotment: C (PART) Crown Portion: A (PART) Title References C/T VOL 11094 FOL 855 Last Plan Reference: LOT S ON PS 608493K</p> <p>Postal Address: PENROSE PROMENADE (At time of subdivision) TARNEIT 3029</p> <p>MGA Co-ordinates: E 295 350 Zone 55 (Of approx. centre of plan) N 5 809 800</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: WYNDHAM CITY COUNCIL Ref:</p> <ol style="list-style-type: none"> 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../ 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p>OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage</p> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1 RESERVE No.2	WYNDHAM CITY COUNCIL WYNDHAM CITY COUNCIL POWERCOR AUSTRALIA LIMITED

Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No.
-----------------------------------	--

<p style="text-align: center;">Notations</p>	<p>This is a SPEAR plan.</p> <p>Lots A to V (all inclusive), Lots 1 to 1106 (all inclusive) and Lots 1112 to 1122 (all inclusive) have been omitted from this plan</p> <p>Survey: This plan is based on survey in PS608493K</p> <p>This survey has been connected to permanent mark no(s). 19, 20, 21, 22 & 116 in Proclaimed Survey Area no. -</p>
--	---

Easement Information					<p>LR use only</p> <p>Statement of compliance/ Exemption Statement</p> <p>Received FORM 22</p> <p>DATE 8 / 07 / 2009</p>
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					<p>PLAN REGISTERED</p> <p>TIME 12 : 10 PM</p> <p>DATE 10 / 07 / 2009</p> <p>ROB Mc BAIN</p> <p>Assistant Registrar of Titles</p>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
E-1	The easement described in memorandum of common provisions No. MCP AA1107	See Diag.	PS 608482Q	Melbourne Water Corporation	
E-2	Drainage	2	PS 608493K	Wyndham City Council	
E-3	Drainage	2	PS 612207Q	Wyndham City Council	
E-4	Sewerage	2	PS 612207Q	City West Water Limited	
E-5	Sewerage	See Diag.	PS 612207Q	City West Water Limited	
E-6	Sewerage	2	This Plan	City West Water Limited	
E-7	Sewerage	3	This Plan	City West Water Limited	
E-8	Drainage	2	This Plan	Wyndham City Council	
E-9	Drainage	3	This Plan	Wyndham City Council	
E-9	Sewerage	3	This Plan	City West Water Limited	

TARNEIT GARDENS ESTATE	Sheet 1 of 9 Sheets
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<p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com A subsidiary of Downer EDI Limited</p>	<p>LICENSED SURVEYOR (PRINT) Keith Robert Jones</p> <p>SIGNATURE - DIGITALLY SIGNED DATE / /</p> <p>REF: 140570SV00 VERSION 10</p> <p><small>FILE NAME: 140570SV00.dwg FILE LOCATION: F:\141140570\140570-SUB\DWG\ LAYOUT NAME: Sheet 1 SAVE DATE: Mon, 06 Jul 2009 - 10:21 LAST SAVED BY: keithj</small></p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
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PLAN OF SUBDIVISION

Stage No /

Plan Number
PS 615974C

Sheet 2 of 9 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE - DIGITALLY SIGNED

DATE / /

VERSION 10

REF: 140570SV00

FILE NAME: 140570SV00.dwg

FILE LOCATION: F:\14140570\140570-SUBDIVGA

LAYOUT NAME: Sheet 2.L

SAVE DATE: Mon, 06 Jul 2009 - 10:21 LAST SAVED BY: keithj

ORIGINAL SCALE SHEET SIZE

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SCALE

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LENGTHS ARE IN METRES

CPG

24 Albert Road

PO Box 305

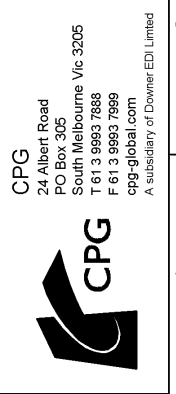
South Melbourne Vic 3205

T 61 3 9993 7888

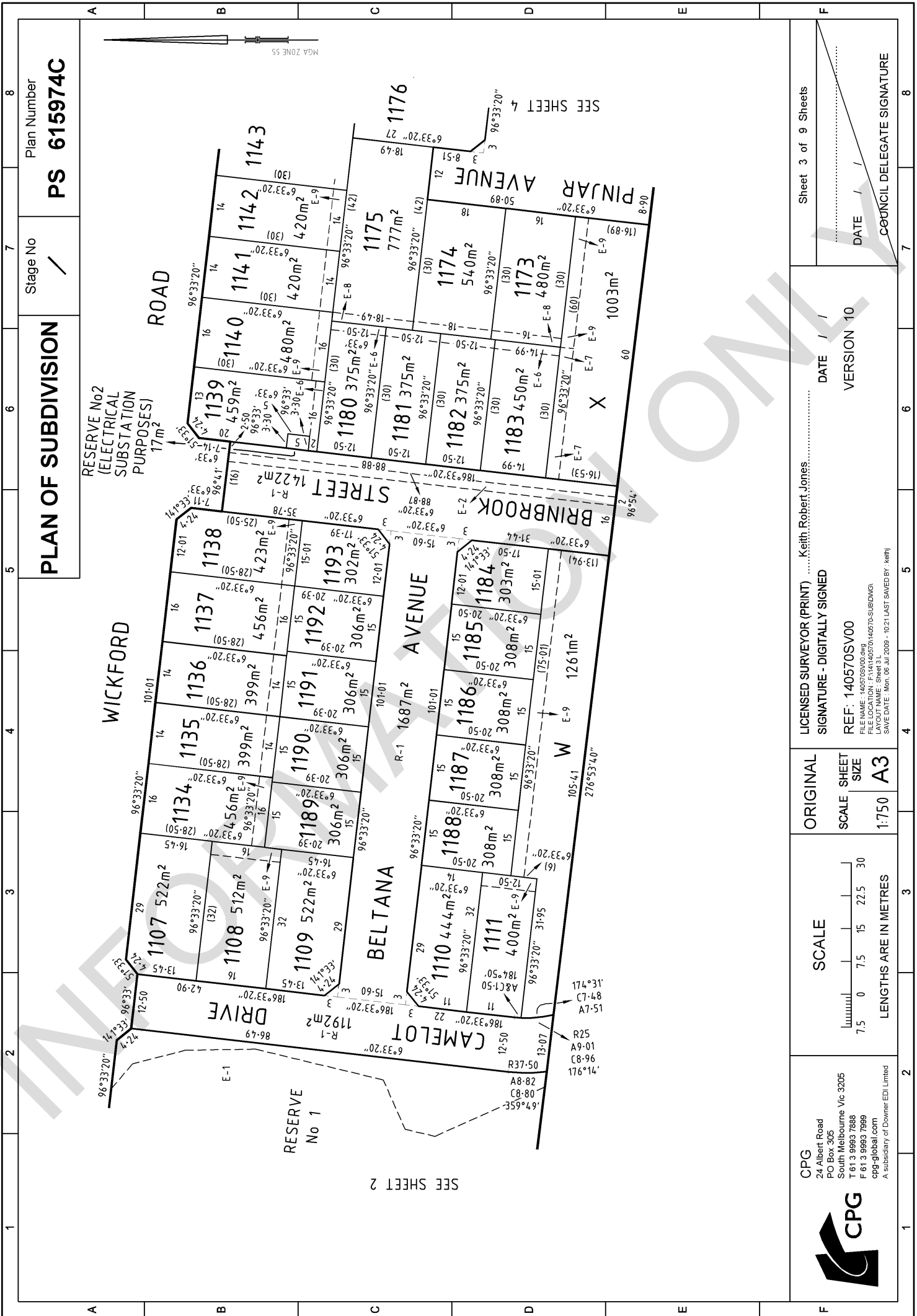
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SEE SHEETS 3, 4 & 5
FOR DETAILS



PLAN OF SUBDIVISION

Stage No /

Plan Number
PS 615974C

RESERVE No 2
(ELECTRICAL
SUBSTATION
PURPOSES)
17m²

WICKFORD

RESERVE
No 1

BELTANA
AVENUE

SEE SHEET 2

AVENUE

BRINBROOK
STREET

PINJAR
AVENUE

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SCALE

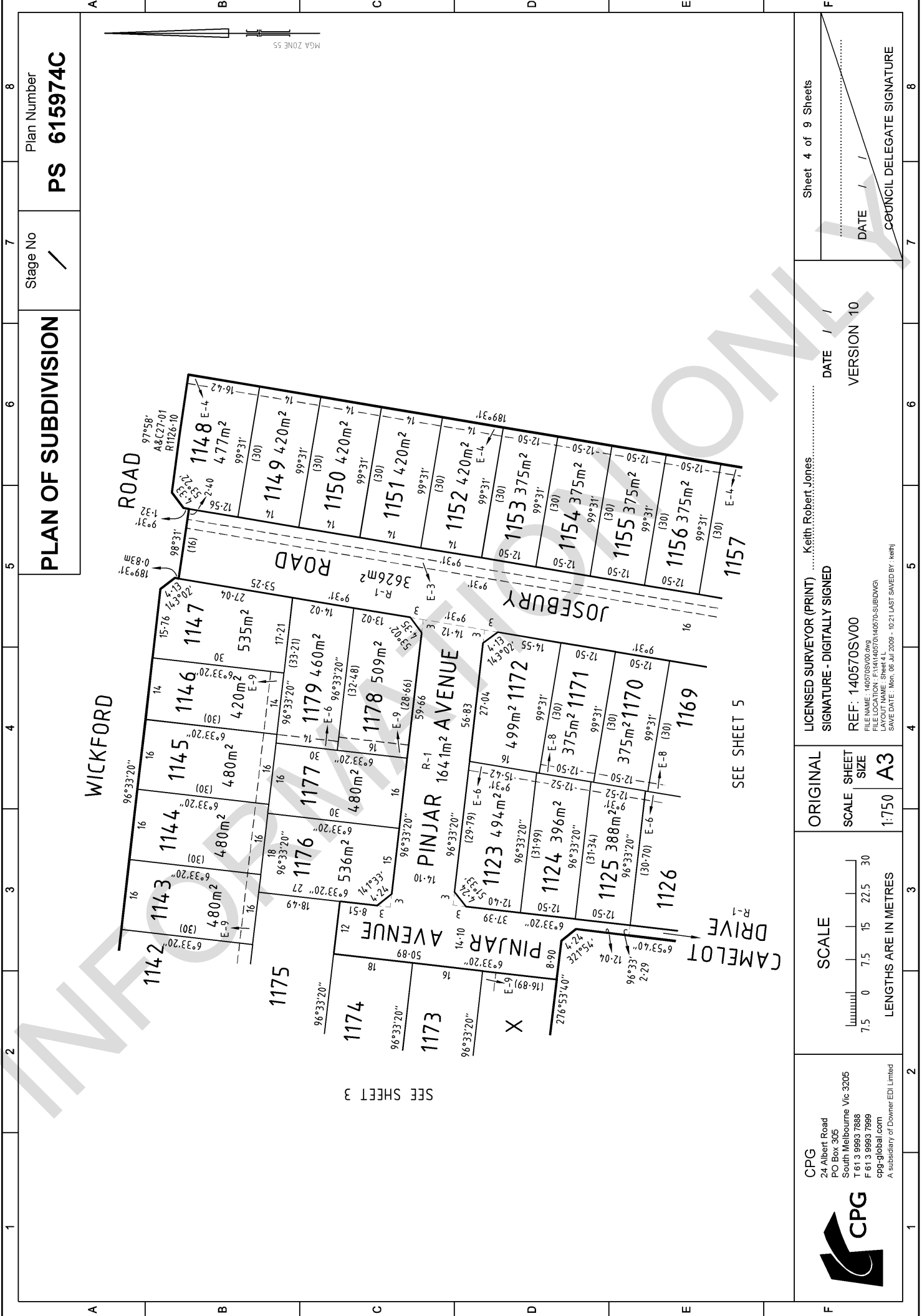
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
SIZE
1:750
A3

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FILE LOCATION: F:\14140570\140570-SUBDIVGA
LAYOUT NAME: Sheet 3.L
SAVE DATE: Mon, 06 Jul 2009 - 10:21 LAST SAVED BY: keithj

DATE / /
VERSION 10

Sheet 3 of 9 Sheets
DATE / /
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PLAN OF SUBDIVISION

Stage No /

Plan Number PS 615974C

Sheet 4 of 9 Sheets

DATE / /

VERSION 10

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REF: 140570SV00

FILE NAME: 140570SV00.dwg

FILE LOCATION: F:\14140570\140570-SUBDIV.DWG

LAYOUT NAME: Sheet 4.L

SAVE DATE: Mon, 06 Jul 2009 - 10:21 LAST SAVED BY: keithj

ORIGINAL SCALE SHEET SIZE A3

1:750

SCALE

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LENGTHS ARE IN METRES

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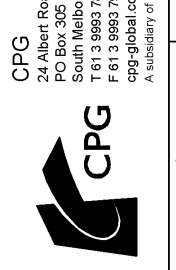
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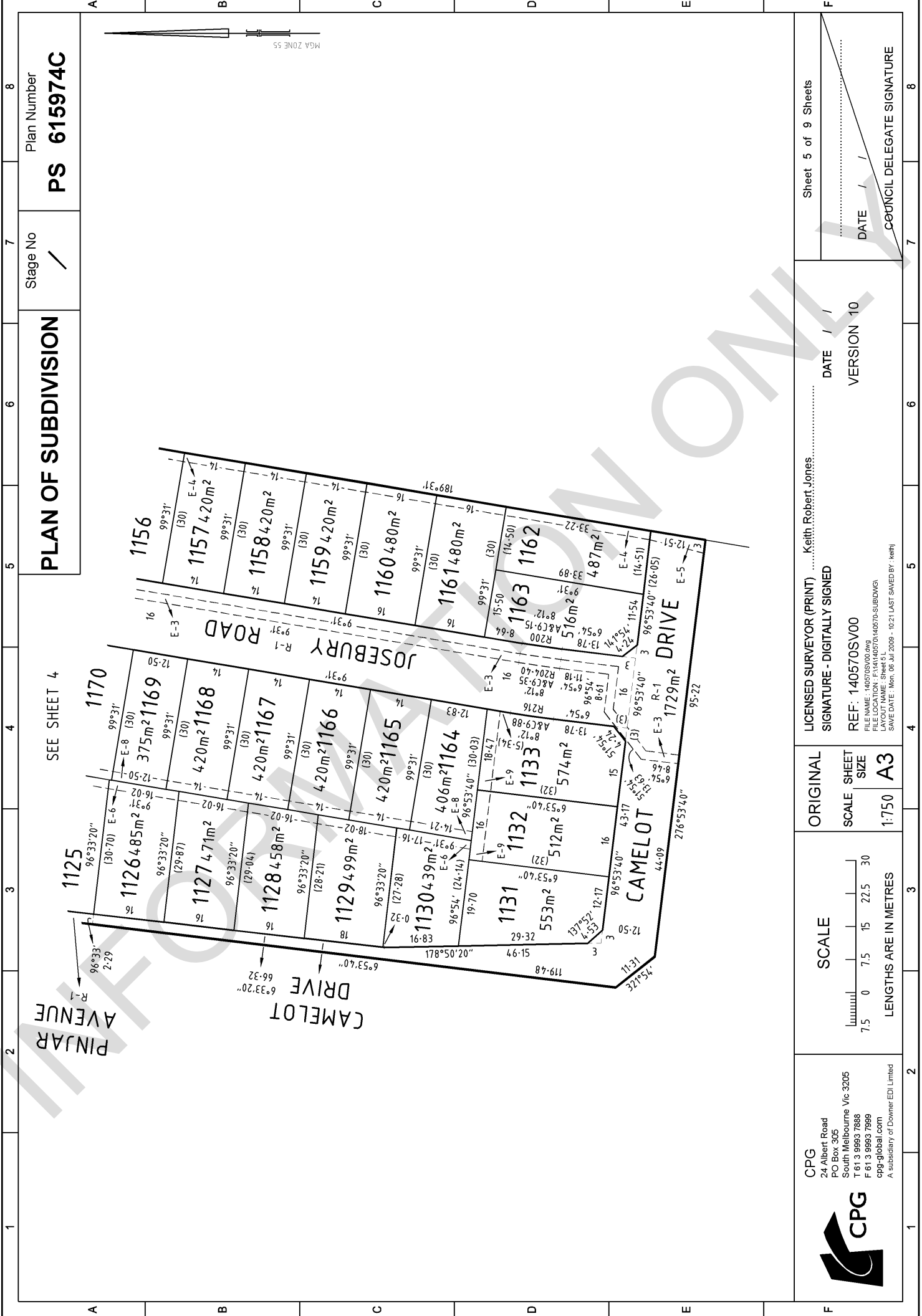
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SEE SHEET 3

SEE SHEET 5





PLAN OF SUBDIVISION

Stage No /

Plan Number
PS 615974C

Sheet 5 of 9 Sheets

DATE / /

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ORIGINAL SCALE SHEET SIZE

1:750 A3

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1

2

3

4

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COUNCIL DELEGATE SIGNATURE

DATE / /


1	2	3	4	5	6										
PLAN OF SUBDIVISION			Stage No /	Plan Number PS 615974C											
A	<p>CREATION OF RESTRICTION</p> <p>The following restriction is to be created upon registration of the Plan of Subdivision No. PS 615974C (Plan of Subdivision) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.</p> <p>Land to be benefited: Lots 1107 to 1 111 (all inclusive) and 1123 to 1193 (all inclusive) on the Plan of Subdivision Land to be burdened: Lots 1107 to 1 111 (all inclusive) and 1123 to 1193 (all inclusive) on the Plan of Subdivision</p>				A										
B	<p>DESCRIPTION OF RESTRICTION</p> <p>Except with the written consent of Peet and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:</p> <p>(a) subdivide or allow the Lot to be subdivided;</p> <p>(b) consolidate or allow the Lot to be consolidated with any other Lot;</p>				B										
C	<p>Primary Dwelling Construction</p> <p>(c) build or allow to be built on the Lot more than one private dwelling house together with the usual outbuildings;</p> <p>(d) build or allow to be built a private dwelling house which is not constructed:</p>				C										
D	<p>(i) with all external walls (excluding windows) of brick, stone, rendered fibrous cement panels or timber or any combination of those materials, provided where stone, rendered fibrous cement panels or timber is used in the construction it does not constitute more than 40 per cent of the external walls of the ground level of the dwelling house;</p> <p>(ii) with any gables which are incorporated as part of the roof framing being constructed of rendered brick, stone, colour bonded metal sheeting, timber or rendered fibrous cement sheeting or any combination of those materials;</p> <p>(iii) with a roof of any material other than tile, slate or non reflective colour bonded corrugated metal sheeting or a combination of those materials and at a pitch no less than 22 degrees for a single storey dwelling house. The colour of all roofs constructed from non reflective colour bonded corrugated metal sheeting must not be a colour which is not approved by Peet and must not be more than a combination of 2 colours;</p> <p>(iv) with a front verandah which has an area of not less than 4 square metres and a dimension of not less than 1.2 metres (unless otherwise expressly provided in these restrictions) except for a dwelling house on lots 1107, 1109, 1110, 1123, 1131, 1133, 1138, 1139, 1147, 1148, 1163, 1172, 1178, 1184 & 1193 with a minimum of one window visible from the street of an area of no less than 1.62 square metres on the sides of the dwelling house with a road frontage or without both sides of the dwelling house with a road frontage each having a verandah of not less than 3.5 metres in length and not less than 1.2 metres in width which connects with the other verandah;</p> <p>(v) with a rise of not more than one level on Lots 1107, 1109, 1110, 1123, 1131, 1133, 1138, 1139, 1147, 1148, 1163, 1172, 1178, 1184 & 1193;</p> <p>(vi) for Lots 1184-1193 (both inclusive), within the building envelope specified by cross-hatching for the relevant Lot on the Plan of Subdivision;</p> <p>(vii) for Lots where the western boundary of the building envelope specified by cross-hatching is indicated as "0 or 1" on the Plan of Subdivision, at least 1 metre from the western boundary of the relevant Lot, unless the private dwelling house is constructed no more than 150 millimetres from the western boundary of the relevant Lot;</p>				D										
E	<p>(e) build or allow to be built a private dwelling house or part thereof with exposed stumps;</p> <p>(f) allow any external plumbing waste pipes and fittings (but not including down pipes and guttering) to be visible from the street;</p>				E										
F	<p>Minimum Floor Areas</p> <p>(g) build or allow to be built a private dwelling house which has a floor area (excluding the area of any verandah, carport, porch, garage or other outbuilding) of less than the requirements set out in the following table:</p>				F										
G	<p>Minimum floor area requirements</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Land Size</th> <th>Floor Area (minimum)</th> </tr> </thead> <tbody> <tr> <td>On Lots of less than 501 square metres</td> <td>130 square metres</td> </tr> <tr> <td>On Lots of 501 to 600 square metres</td> <td>140 square metres</td> </tr> <tr> <td>On Lots of 601 to 800 square metres</td> <td>160 square metres</td> </tr> <tr> <td>On Lots in excess of or equal to 801 square metres</td> <td>180 square metres</td> </tr> </tbody> </table> <p style="text-align: right;">continued</p>				Land Size	Floor Area (minimum)	On Lots of less than 501 square metres	130 square metres	On Lots of 501 to 600 square metres	140 square metres	On Lots of 601 to 800 square metres	160 square metres	On Lots in excess of or equal to 801 square metres	180 square metres	G
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H	<p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com A subsidiary of Downer EDI Limited</p>			<p>Sheet 6 of 9 Sheets</p> <p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>											
<p>ORIGINAL SCALE SHEET SIZE A3</p>		<p>LICENSED SURVEYOR <u>Keith Robert Jones</u> SIGNATURE - DIGITALLY SIGNED REF: 140570SV00 FILE NAME : 140570SV00.dwg FILE LOCATION : F:\141\140570\140570-SUB\DWG\ LAYOUT NAME : Sheet 6 SAVE DATE : Mon, 06 Jul 2009 - 10:21 LAST SAVED BY : Keith</p>		<p>DATE / / VERSION 10</p>											
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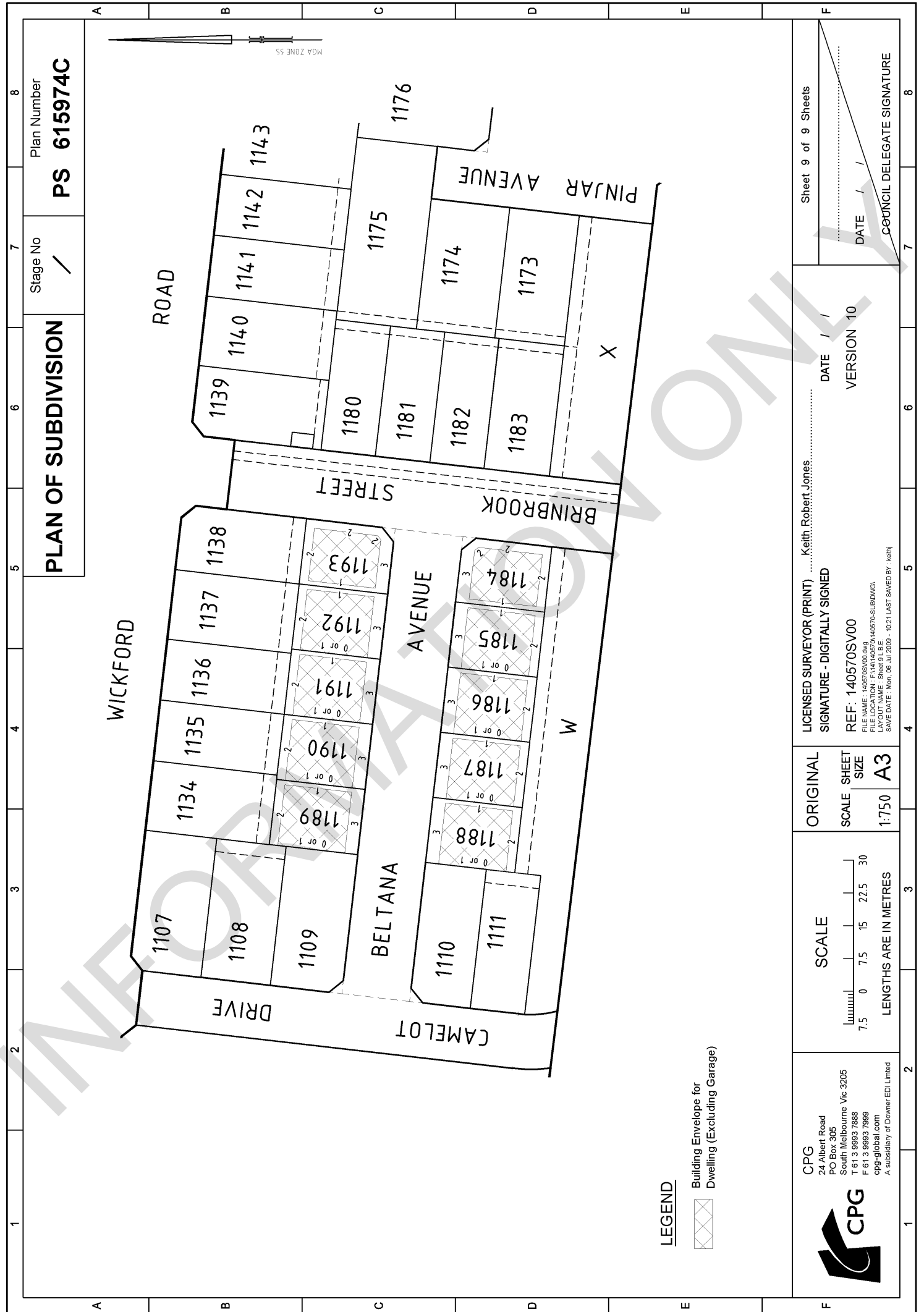
1	2	3	4	5	6												
PLAN OF SUBDIVISION			Stage No /	Plan Number PS 615974C													
A	<p>Minimum Floor Levels</p> <p>(h) except with the written consent of Wyndham City Council build or allow to be built a private dwelling house that has a floor level below that specified in the following table:</p> <p style="text-align:center;">Minimum floor levels to the Australian Height Datum (AHD)</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Lot</th> <th>Floor Level (minimum)</th> <th>Lot</th> <th>Floor Level (minimum)</th> </tr> </thead> <tbody> <tr> <td>1138</td> <td>41.82</td> <td>1184</td> <td>41.46</td> </tr> <tr> <td>1139</td> <td>41.82</td> <td>1193</td> <td>41.61</td> </tr> </tbody> </table>				Lot	Floor Level (minimum)	Lot	Floor Level (minimum)	1138	41.82	1184	41.46	1139	41.82	1193	41.61	A
Lot	Floor Level (minimum)	Lot	Floor Level (minimum)														
1138	41.82	1184	41.46														
1139	41.82	1193	41.61														
B	<p>Garage</p> <p>(i) (i) for Lots 1107 to 1109, 1123, 1126 to 1134, 1137 to 1145, 1147, 1148, 1160, 1161,1163,1172 to 1178 and 1183 to 1193 (all inclusive) build or allow to be built a dwelling house which does not simultaneously have constructed at least one roofed garage capable of accommodating a minimum of two passenger vehicles parked side by side;</p> <p>(ii) for Lots 1110, 1111, 1124, 1125, 1135, 1136, 1146, 1149 to 1159, 1162, 1164 to 1171 and 1179 to 1182 (all inclusive) build or allow to be built a dwelling house which does not simultaneously have constructed at least one roofed garage capable of accommodating a minimum of one passenger vehicle;</p> <p>(iii) for Lots 1184-1193 (both inclusive), build or allow to be built a roofed garage where the facade of such garage is less than 1 metre behind the facade of the private dwelling house on the relevant Lot;</p>				B												
C	<p>Garage Doors</p> <p>(j) build or allow to be built a garage which does not have sectional or roller doors which except for any glazed panel are of a colour matching a visible colour of the dwelling house or which have a wood grained finish or a timber panelled finish;</p>				C												
D	<p>Outbuildings</p> <p>(k) build or allow to be built on the Lot outbuildings (including any garage, workshop, garden shed, storage shed or other outbuilding):</p> <p>(i) which exceeds 20 square metres unless the external walls of the outbuildings are constructed of brick, stone or non reflective colour bonded metal sheeting or any combination of those materials and are consistent in materials and colour to that of the dwelling house and unless the roof of the outbuilding is constructed of tile, slate or non reflective colour bonded corrugated metal sheeting or any combination of those materials and if a single storey outbuilding with a roof pitch which is not less than 22 degrees and is consistent with the roof pitch of the dwelling house;</p> <p>(ii) with any gables which are incorporated as part of the roof framing not being constructed of rendered brick, stone, colour bonded metal sheeting, timber or rendered fibrous cement sheeting or any combination of those materials;</p> <p>(l) allow any clothes line and drying areas or part thereof to be visible from the street;</p>				D												
E	<p>Fencing</p> <p>(m) build or allow to be built:</p> <p>(i) side or rear boundary fences between the Lots which are less than 1.8 metres in height and not capped and which are in any material other than colour bonded type steel the colour of which is other than grey ridge with black posts and rails;</p> <p>(ii) any fence between the side boundary fence and the private dwelling house which is not consistent in height and colour and material to the side boundary fence and which is forward of the front building line;</p> <p>(iii) side boundary fences between the Lots which are forward of the front building line which are more than 1.20 metres in height and which are constructed of material other than powder coated metal tubular fencing in a design not approved by Peet, except in the case of courtyard fencing;</p> <p>(iv) any front boundary fence which is constructed of material other than brick, rendered brick masonry, wrought iron, powder coated steel or aluminium or wooden pickets or any combination of those materials and which is more than 1.2 metres in height.</p>				E												
F	continued				F												
G	continued				G												
H	<p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com A subsidiary of Downer EDI Limited</p>			<p>Sheet 7 of 9 Sheets</p> <hr/> <p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <hr/> <p>Original sheet size A3</p>													
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ORIGINAL
SCALE SHEET
SIZE
A3


LICENSED SURVEYOR Keith Robert Jones
SIGNATURE - DIGITALLY SIGNED
REF: 140570SV00
FILE NAME : 140570SV00.dwg
FILE LOCATION : F:\141\140570\140570-SUB\DWG\
LAYOUT NAME : Sheet 7
SAVE DATE : Mon, 06 Jul 2009 - 10:21 LAST SAVED BY : keithj

DATE / /
VERSION 10

1	2	3	4	5	6		
PLAN OF SUBDIVISION			Stage No /	Plan Number PS 615974C			
A	Design Plans					A	
B	(q) enter into any unconditional domestic building contract with a Builder, commence, carry out, erect, construct or alter any development on the Lot without the applicable plans and specifications (including floor plans and elevations and finishes schedules) being first prepared and submitted to and approved by Peet and then only in compliance with any condition (consistent with any restrictions effecting the Lot) imposed by Peet in respect of that approval;					B	
B	Landscaping					B	
C	(r) allow landscaping to the front street view to remain or be left incomplete for a period of more than three months after the date of issue of the Occupancy Permit for the dwelling house or leave any boundary fencing incomplete after the completion of the construction of the dwelling house;					C	
C	Recreational Vehicles					C	
D	(s) allow any plant or machinery or any recreational vehicle or commercial motor vehicle (including without limitation, a caravan, boat, box trailer, boat trailer and car trailer but excluding any motor cycle, motor car, motor station wagon or utility or four wheel drive car registered for use on a highway) to be left or parked on the street or on the Lot between the building line and the front boundary (unless either of those occurs during the normal course of business by a visiting trades person) or on the nature strip or footpath;					D	
D	(t) allow any plant or machinery or any recreational vehicle or commercial motor vehicle, (including without limitation, a caravan, boat, box trailer, boat trailer and car trailer but excluding any motor cycle, motor car, motor station wagon or utility or four wheel drive car registered for use on a highway) to be left or parked on the Lot prior to or during the construction of the private dwelling house (unless either of those occurs during the normal course of business by a visiting trades person);					D	
D	Removal of Existing Items					D	
E	(u) unless Peet has given its prior written consent to do so, mutilate or remove in whole or part from a Lot or a reserve any tree, fence, sign, irrigation pipe, underground pipe, conduit or retaining wall;					E	
E	Driveway Construction					E	
F	(v) construct or allow to be constructed any driveway on the Lot of any material other than brick, asphalt or concrete or leave any driveway incomplete or partly constructed after the date of issue of the Occupancy Permit for the dwelling house constructed on the Lot;					F	
F	Display Homes					F	
G	(w) permit any private dwelling house constructed on the Lot to be used for the purposes of a display home or for the purposes of marketing display homes;					G	
G	Signage					G	
H	(x) erect, permit or allow to be erected or to remain erected on the Lot any advertisement, hoarding, sign or similar structure and will not permit the Lot or any building or buildings constructed thereon to be used for the display of any advertisement, sign or notice provided that this restriction shall not prevent the erection of a signboard that the Lot is for sale and shall not prevent the display of the nameplate or light of any medical practitioner, dentist, legal practitioner or other such professional trade or business nameplate;					H	
H	Delivery of Building Materials					H	
	(y) allow any building materials to be delivered or stored on the nature strip or anywhere else outside the title boundary of the Lot upon which the dwelling house is being constructed and allow any rubbish to remain unsecured on the Lot.						
<p>The restrictions specified in paragraphs (a) to (u) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect from 18 February 2013. For the purpose of this restriction "Peet" means Peet Tarnet Gardens Syndicate Limited ACN 102 498 662 or any of its related bodies corporate within the meaning of Section 50 of the Corporations Act 2001</p>							
 <p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com A subsidiary of Downer EDI Limited</p>		<p>ORIGINAL SCALE SHEET SIZE A3</p>		<p>LICENSED SURVEYOR <u>Keith Robert Jones</u> SIGNATURE - DIGITALLY SIGNED REF: 140570SV00 <small>FILE NAME : 140570SV00.dwg FILE LOCATION : F:\141\140570\140570-SUB\DWG\ LAYOUT NAME : Sheet 8 SAVE DATE : Mon, 06 Jul 2009 - 10:21 LAST SAVED BY : keithj</small></p>		<p>Sheet 8 of 9 Sheets</p> <p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>	
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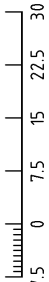
LEGEND

-  Building Envelope for Dwelling (Excluding Garage)

CPG
 24 Albert Road
 PO Box 305
 South Melbourne Vic 3205
 T 61 3 9993 7888
 F 61 3 9993 7899
 cpg-global.com
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SCALE



LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
 1:750 A3

LICENSED SURVEYOR (PRINT) Keith Robert Jones
SIGNATURE - DIGITALLY SIGNED
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 FILE NAME: 140570SV00.dwg
 FILE LOCATION: F:\14140570\140570-SUBDIV.DWG
 LAYOUT NAME: Sheet 9 L.B.E.
 SAVE DATE: Mon, 06 Jul 2009 - 10:21 LAST SAVED BY: keith

DATE / /
VERSION 10

Sheet 9 of 9 Sheets
COUNCIL DELEGATE SIGNATURE
 DATE / /

PLAN OF SUBDIVISION
 Stage No /
 Plan Number **PS 615974C**

Plan of Subdivision PS615974C

Certifying a New Version of an Existing Plan with Statement of Compliance (Form 22)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S001909P

Plan Number: PS615974C

Council Name: Wyndham City Council

Council Reference Number 1: WYP1766/07

Council Reference Number 2: WYS0817/08

Surveyor's Plan Version: 10

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 03/04/2009

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 been made and the requirement has been satisfied

Digitally signed by Council Delegate: Annette Monk

Organisation:

Wyndham City Council

Date:

06/07/2009

Imaged Document Cover Sheet

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18/05/2005 \$90 173



Application by a responsible authority to make a recording of an agreement

Under Section 181 of the *Planning and Environment Act 1987*

Lodged at the Land Title Office by:

Name: MILLS OAKLEY

Company:

Phone: 9670 9111

Address: DX 558 Melbourne

Ref: 2076578

Customer Code: 01257D



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.

Certificates of Title: ~~Volume 10872 Folio 796~~ Volume 10872 Folio 796 \$
 Land: LOT A, C AND D IN THE NORTH-EAST CORNER Volume 10804 Folio 402 \$
OF THE INTERSECTION SAYERS ROAD & TARNATED, TARNEIT Volume 10804 Folio 403 \$

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: [Signature]

Name of officer: MR IAN ROBINS

Office held: CHIEF EXECUTIVE OFFICER

Date: 12.3.05

AGREEMENT UNDER SECTION 173 OF THE PLANNING ENVIRONMENT ACT 1987

WYNDHAM CITY COUNCIL

and

PEET TARNEIT GARDENS SYNDICATE LTD



DAD626723U-2-7

Mills Oakley Lawyers
St James Building
4th Floor, 121 William St, Melbourne 3000
Ph: (03) 9670 9111
Fax: (03) 9605 0933
DX 558
dga@millsoakley.com.au
www.millsoakley.com.au

Ref: DGA:2076578
D1: 25/2/2005

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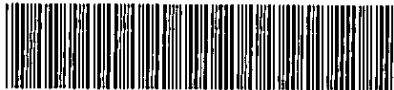


DAD626723U-3-5

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DAD626723U-4-3

THIS AGREEMENT is made the 6th day of MARCH 2005 pursuant to Section 173 of the *Planning and Environment Act 1987* ("**the Act**").

PARTIES:

WYNDHAM CITY COUNCIL of Civic Centre, 45 Princes Highway, Victoria, 3053
("the Responsible Authority")

AND

PEET TARNEIT SYNDICATE LIMITED (ACN 102 498 662098 939 158) of Level 7,
200 St Georges Terrace, Perth, Western Australia, 6000
("the Owner")

RECITALS:

- A. The Responsible Authority is responsible for the administration and enforcement of the Wyndham Planning Scheme ("**the Planning Scheme**") pursuant to the provisions of the Act.
- B. The Owner is the registered proprietor of the land described in Certificate of Title Volume 10804 Folio 398 ("Lot A") and pursuant to an uncompleted Contract of Sale dated 6 December 2002 is the purchaser of the land described in Certificates of Title Volume 10804 Folio 402 and Volume 10804 Folio 403 which land is located at the corner of Sayers Road and Tarneit Road, Tarneit. ("Lots C and D"), ("**the Land**").
- C. The Owner and the Responsible Authority enter into this Agreement inter alia to give effect to the basis upon which they have agreed that provision be made for development contributions by the Owner to the satisfaction of the Responsible Authority.
- D. The Owner and the Responsible Authority agree that development contributions shall be made in accordance with the document entitled "Policy Framework for Infrastructure Financing in the City of Wyndham" dated 21 October 1996 ("**the Policy Framework**"), Schedule A or otherwise as agreed between the Responsible Authority and the Owner.
- E. In respect to Lots C and D the Owner and the Responsible Authority acknowledge that they have entered into this Agreement in anticipation of the Owner becoming the registered proprietor of Lots C and D after it has completed the purchase Contract referred to in Recital B and as allowed by Section 173 (3) of the Act.
- F. The Owner and the Responsible Authority record their agreement on the terms set out in this Agreement.
- G. Lot A is encumbered by Mortgage registered No. AD144023L in favour of National Australia Bank Limited.

IT IS AGREED THAT:

1. EFFECT OF AGREEMENT

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- 1.1 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 at the *Planning and Environment Act 1987* ("the Act").
- 1.2 The Responsible Authority acknowledges that this Agreement satisfies in full the Owner's obligations under the agreement for rezoning of the Land and the Development Plan to provide for development and community infrastructure contributions for the subdivision and residential development of the Land.

2. INTERPRETATION AND DEFINITIONS

- 2.1 The expression "Owner" shall be deemed to include its successors, assignors and transferees and the obligations imposed upon and assumed by the Owner 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.
- 2.2 The parties agree that in the interpretation of this Agreement:
 - 2.2.1 The singular includes the plural and the plural includes the singular.
 - 2.2.2 A reference to a gender includes a reference to each other gender.
 - 2.2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
 - 2.2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
 - 2.2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
 - 2.2.6 All headings are for case of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
 - 2.2.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
 - 2.2.8 A reference to the words "Other Developer" means a person who purchases all or part of the Land from the Owner for the purpose of further subdividing and selling the Land or any part of it.
 - 2.2.9 A reference to the words "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Wyndham Planning Scheme;
 - 2.2.10 A reference to the words "Responsible Authority" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible

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DAD626723U-6-0

Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

2.2.11 A reference to the words "Statement of Compliance" means the document issued pursuant to Section 21 of the *Subdivision Act 1988* in relation to any subdivision of the Land.

2.2.12 A reference to the word "Works" means the development infrastructure works described in Schedule A to this Agreement or such other works as agreed between the Owner and the Responsible Authority and which are the subject of the Works Plans referred to in clause 6.1.1.

2.2.13 A reference to the word "Mortgagee" means the person or persons registered or entitled to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

3. COMMENCEMENT AND DURATION OF AGREEMENT

3.1 This Agreement shall come into force immediately upon execution by the parties and shall run with the title to the Land.

3.2 When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the Land or any part of the Land, this Agreement is deemed to end in relation to the land contained in the plan of subdivision, subject to compliance with section 21(1)(b) of the *Subdivision Act 1988*.

3.3 When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the Land or any part of the Land it must immediately cause a notice under Section 183(1) of the Act to be given to the Registrar of Titles and take any other step under the Act as may be necessary to ensure that this Agreement is ended in respect of the land contained in that plan of subdivision.

3.4 The Responsible Authority must immediately provide to the Owner a copy of the Notice referred to in clause 3.3 and must notify the Owner of the steps taken to ensure this Agreement is ended in respect of the land contained in any plan of subdivision to which Clauses 3.2 and 3.3 shall apply.

3.5 If the purpose of the plan of subdivision referred to in clause 3.2 is to effect the sale of all or part of the Land by the Owner to any other Other Developer, the parties agree that:

3.5.1 clauses 3.2, 3.3 and 3.4 continue to apply; and

3.5.2 if the Owner retains any part of the Land as registered proprietor, the Owner must, after consulting with the Responsible Authority, enter into an agreement with the Other Developer setting out the division of responsibility between the Owner and the Other Developer for the provision of development and community contributions required by

AD626723U

18/05/2005 \$90



this Agreement for the subdivision and residential development of the Land; and

3.5.3 the Responsible Authority will enter into a new Section 173 Agreement with the Other Developer for the provision of that proportion of the development and community contributions under this Agreement which becomes the responsibility of the Other Developer pursuant to the agreement referred to in sub-clause 3.5.2; and

3.5.4 if the Owner retains any part of the Land as registered proprietor, the Owner must enter into a new Section 173 Agreement with the Responsible Authority for the provision of that proportion of the development and community contributions required by this Agreement for which it retains responsibility pursuant to the agreement referred to in sub-clause 3.5.2.

4. JURISDICTION

For the purposes of this Agreement the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

5. SEVERABILITY

5.1 Notwithstanding clause 0, and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.

5.2 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.

6. UNDERTAKINGS OF THE PARTIES

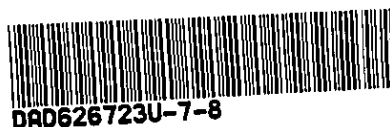
6.1 The Owner agrees in the event of the Responsible Authority accepting that the Owner may undertake Works in lieu of payment of some of the monies which are required to be paid under this Agreement;

6.1.1 to prepare plans in accordance with the Policy Framework, ("the Works Plans"), at its own costs, addressing the items of infrastructure identified in Schedule A to this Agreement.

6.1.2 to submit the Works Plans for approval by the Responsible Authority.

6.1.3 to complete the Works shown on the approved Works Plans to the reasonable satisfaction of the Responsible Authority or make a cash contribution in accordance with the provisions of Schedule A.

6.1.4 to arrange for the Works shown on the approved Works Plans to be carried out under of the direct supervision of the Chief Executive



Officer of the Responsible Authority ("**the C.E.O.**") or the C.E.O.'s delegate or nominee to the satisfaction of the Responsible Authority

6.2 The Responsible Authority agrees:

If the Owner elects not to carry out any of the Works shown on the approved Works Plans itself but to pay the sum identified in Schedule A for or towards those Works to the Responsible Authority or provides security to the satisfaction of the Responsible Authority for payment of the Owner's share of the costs of those Works, then the Responsible Authority must complete the Works within 3 months from the date of the statement of compliance for the stage of subdivision to which the Works relate PROVIDED where the Owner pays a cash contribution, the Responsible Authority may at its option place the moneys in a fund dedicated to upgrading of infrastructure in accordance with Schedule A and then carry out the Works at its discretion provided the Works are carried out prior to the release of the last lot referred to in Schedule A.

6.3 The parties agree that:

6.3.1 if the Owner fails to comply with any of the provisions of this Agreement, the C.E.O. or his or her delegate may cause to be served on the Owner a notice ("**the Notice**") in writing specifying those works to which the Owner is in default ("**the Remedial Works**"). The Notice may set out the costs as reasonably estimated by the General Manager of the Responsible Authority of carrying out the Remedial Works ("**the Estimated Costs**").

6.3.2 if the Owner fails to complete the Remedial Works within 90 days after service of the Notice,

(a) the Responsible Authority may by its staff, agents and contactors, enter onto the Land and cause the Remedial Works to be carried out.

(b) the C.E.O or his or her delegate may cause to be served on the owner a demand in writing ("**the Demand**") for the Estimated Costs.

6.3.3 if the Owner is served with the Demand, the Owner agrees within 60 days to pay the reasonable costs specified in the Demand.

6.3.4 if the Responsible Authority completes the Remedial Works, the General Manager of the Responsible Authority must certify the actual costs of the Remedial Works.

6.3.5 if the actual costs of the Remedial Works are less than the Estimated Costs paid by the Owner to the Responsible Authority, the Responsible Authority must pay to the Owner the difference between the actual costs and Estimated Costs with interest earned on the difference whilst held by the Responsible Authority.



- 6.3.6 on completion of the approved Works or the payment of the cash contribution in accordance with Schedule A, the Responsible Authority agrees it has no further claim on the Owner for contributions in relation to the Land.
- 6.3.7 In the event the receipt of the development contributions referred to in Schedule A are subject to the goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) ("GST") or any other goods and services tax, in addition to the amount payable by the Owner under this Agreement, the Owner must pay to the Responsible Authority a sum equivalent to the GST payable, if any, by the Responsible Authority in respect of that amount, at the same time, and in the same manner as the relevant amount is payable. The entitlement of the Responsible Authority to payment of any GST by the Owner is subject to a tax invoice being delivered to the Owner by the Responsible Authority.

7. DISPUTES

- 7.1 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 Victorian Civil and Administrative Tribunal Act 1998 ("**Act**"). In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, the matter shall be and is hereby referred to arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of agreement, by the Chairman of The Institute of Arbitrators and Mediators Australia or his nominate, for arbitration.
- 7.2 Where any provision is made in this Agreement that any matter is to be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, the dispute shall be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- 7.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 7.1 and 7.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

8. OWNER'S COVENANTS

The Owner warrants and covenants that:

- 8.1 it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;
- 8.2 there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land and not disclosed by the usual searches;



8.3 to the best of the Owner's knowledge, 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.

9. REGISTRATION OF AGREEMENT

9.1 The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement acknowledgment or document) to enable a memorandum of this Agreement to be entered on the Certificate of Title to the Land in accordance with Section 181 of the Act.

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

9.2.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

9.2.2 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.

10. NOTIFICATION TO SUCCESSORS IN TITLE

10.1 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.

10.2 The Owner and the Responsible Authority acknowledge, subject to clause 3.2, that 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, its 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.

11. 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 Responsible Authority from considering and determining any such application in accordance with the requirements of the Planning Scheme and the Act.

12. SERVICE



DAD626723U-10-1

12.1 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:

12.1.1 by delivering it personally to that party;

12.1.2 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

12.1.3 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.

12.2 A notice or other communication is deemed served:

12.2.1 if delivered, on the next following business day;

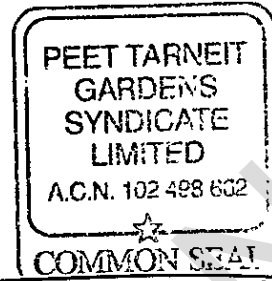
12.2.2 if posted, on the expiration of two business days after the date of posting; or

12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.



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

The COMMON SEAL of PEET TARNEIT GARDENS SYNDICATE LTD was affixed in the presence of authorised persons:



[Signature]
Director

[Signature]
Director/Secretary

WARWICK HEMSLEY
Print Name

Anthony Lennon
Print Name

3 SUTCLIFF ST. DALKEITH 6009
Address

5 TYALLA CRESCENT, TOORAK
Address

The COMMON SEAL of WYNDHAM CITY COUNCIL was affixed in the presence of:



[Signature]
Councillor

[Signature]
Chief Executive Officer





SCHEDULE A

CONTRIBUTIONS TO BE MADE IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT

Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from June 30 th 2003, in accordance with Council Policy
Prior to commencement of any infrastructure works on any part of the Land	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways <input type="checkbox"/> Contribution towards other development infrastructure <input type="checkbox"/> Contribution towards provision of major active [sporting] open space <input type="checkbox"/> Contribution for community infrastructure. 	<p>\$650,000.00</p> <p>\$70,000.00</p> <p>\$100,000.00</p> <p>\$75,000.00</p>
Prior to release by the Victorian Land Registry of the 200 th Lot.	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways <input type="checkbox"/> Contribution towards other development infrastructure <input type="checkbox"/> Contribution towards provision of major active [sporting] open space <input type="checkbox"/> Contribution for community infrastructure 	<p>\$650,000.00</p> <p>\$70,000.00</p> <p>\$100,000.00</p> <p>\$75,000.00</p>
Prior to release by the Victorian Land Registry of the 400 th Lot.	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways <input type="checkbox"/> Contribution towards other development infrastructure. 	<p>\$650,000.00</p> <p>\$70,000.00</p>

	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards provision of major active [sporting] open space <input type="checkbox"/> Contribution for community infrastructure, as listed below 	<p>\$100,000.00</p> <p>\$75,000.00</p>
Prior to release by the Victorian Land Registry of the 600 th Lot.	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways <input type="checkbox"/> Contribution towards other development infrastructure <input type="checkbox"/> Contribution towards provision of major active [sporting] open space <input type="checkbox"/> Contribution for community infrastructure 	<p>\$650,000.00.</p> <p>\$70,000.00</p> <p>\$100,000.00</p> <p>\$75,000.00</p>
Prior to release by the Victorian Land Registry of the 800 th Lot.	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways <input type="checkbox"/> Contribution towards other development infrastructure <input type="checkbox"/> Contribution towards provision of major active [sporting] open space <input type="checkbox"/> Contribution for community infrastructure 	<p>\$650,000.00.</p> <p>\$70,000.00</p> <p>\$100,000.00</p> <p>\$75,000.00</p>



DAD626723U-14-6

Prior to release by the Victorian Land Registry of the 1000 th Lot or any of the last 100 Lots, whichever comes first.	<input type="checkbox"/> Contribution towards roads and major pathways	Subject to adjustment a final contribution of \$750,000.00
	<input type="checkbox"/> Contribution towards other development infrastructure	Subject to adjustment a final contribution of \$72,000.00
	<input type="checkbox"/> Contribution towards provision of major active [sporting] open space	Subject to adjustment a final contribution of \$171,300.00
	<input type="checkbox"/> Contribution for community infrastructure	Subject to adjustment a final contribution of \$115,500.00

Notes:

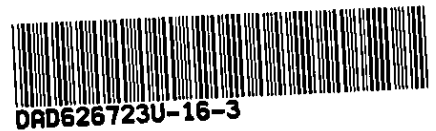
- The values in the above Schedule are based on contributions paid by June 30th, 2003. All contributions are to be indexed quarterly, in accordance with the last published Consumer Price Index figure for Melbourne available at the date of payment, from 1 July 2003.
- The contributions towards roads are calculated at the rate of \$60,470.80 per hectare of the net development area of the Land and are to be used to upgrade the sub-arterial road network in Wyndham North.
- Net Development Area is the total area of the Land, minus arterial and sub-arterial road widenings such as the 12m widening required on the south side of Dunnings Road, major floodways, school sites and the open space required by Council. Estate entry features, plantation and garden reserves and similar features are not omitted.
- The amount of each of the Final Contributions specified on this Schedule must be subject to adjustment so that upon making the final contribution payment the Owner does not pay to the Responsible Authority an amount which exceeds the agreed rate of contribution applied to the final Net Development Area of the Land.



MORTGAGEE'S CONSENT

NATIONAL AUSTRALIA BANK LIMITED as Mortgagee of registered Mortgage number AD144023L consents to PEET TARNEIT GARDENS SYNDICATE LIMITED 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.

INFORMATION ONLY



From www.planning.vic.gov.au at 02 July 2024 11:23 AM

PROPERTY DETAILS

Address: **17 JOSEBURY ROAD TARNEIT 3029**
Lot and Plan Number: **Lot 1156 PS615974**
Standard Parcel Identifier (SPI): **1156\PS615974**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **178528**
Planning Scheme: **Wyndham**
Directory Reference: **Melway 202 D4**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **TARNEIT**

OTHER

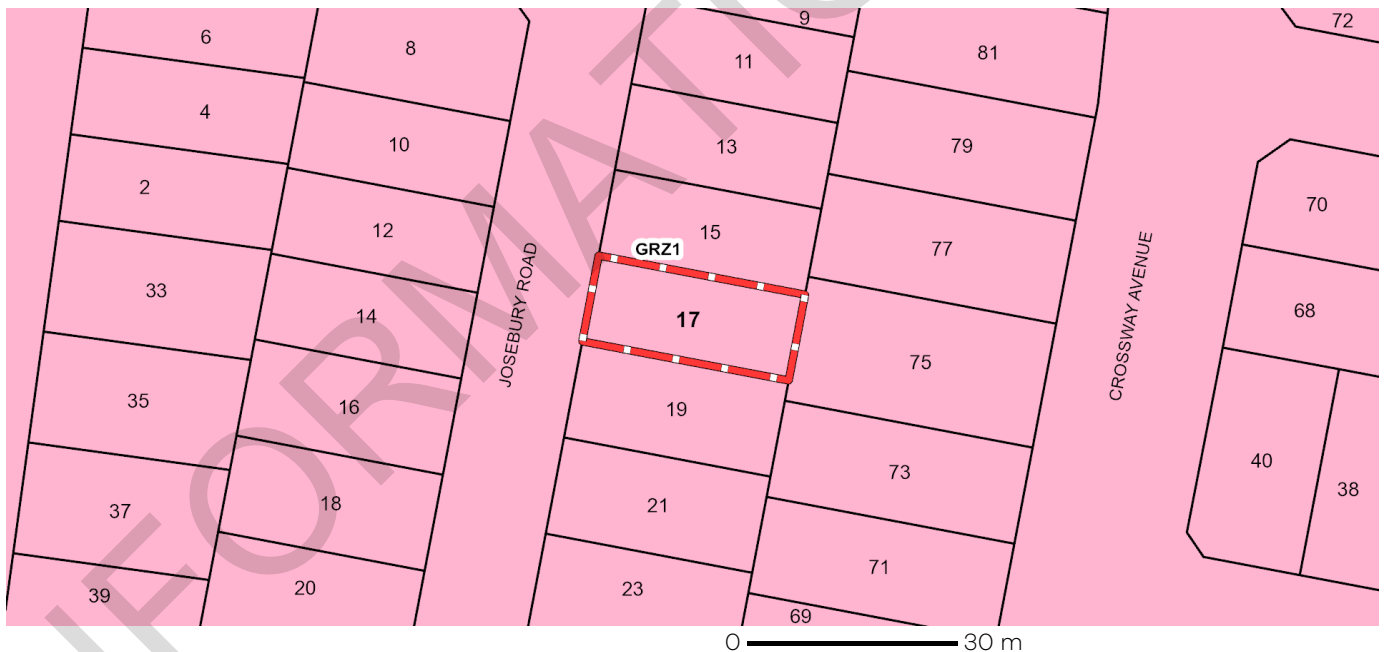
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

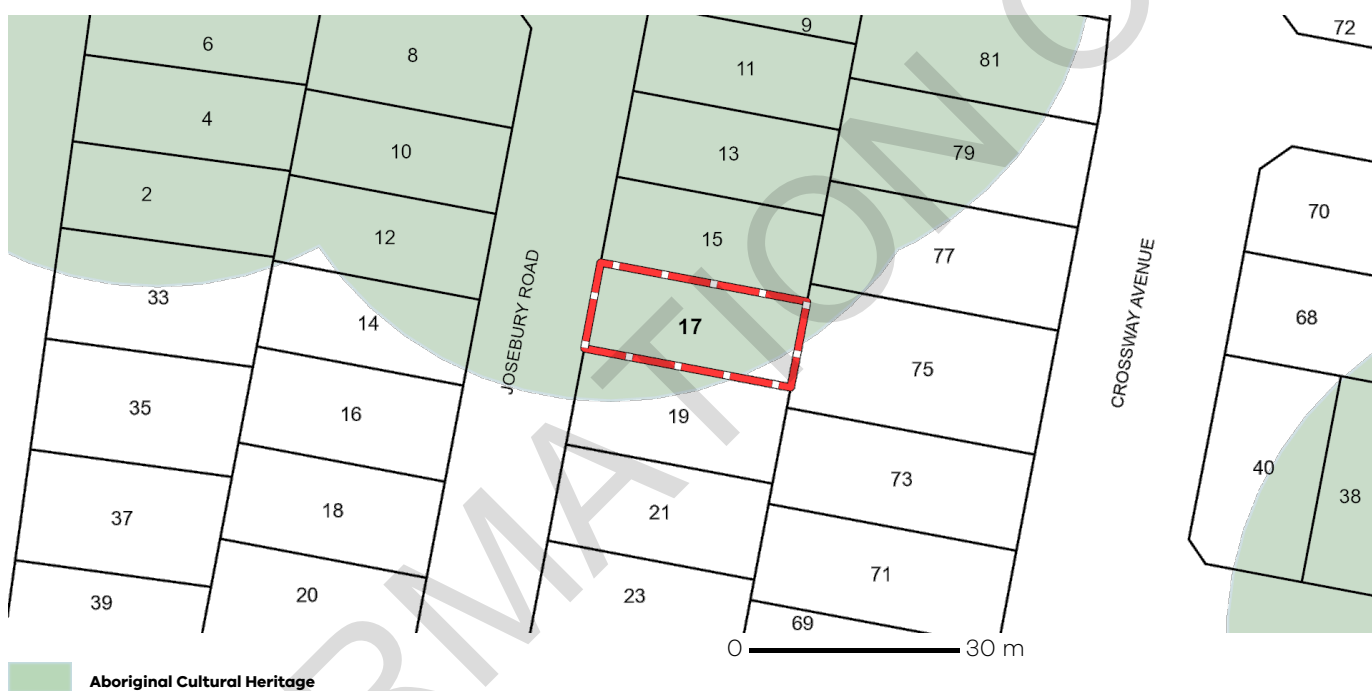
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 26 June 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

From www.land.vic.gov.au at 02 July 2024 11:23 AM

PROPERTY DETAILS

Address: **17 JOSEBURY ROAD TARNEIT 3029**

Lot and Plan Number: **Lot 1156 PS615974**

Standard Parcel Identifier (SPI): **1156\PS615974**

Local Government Area (Council): **WYNDHAM**

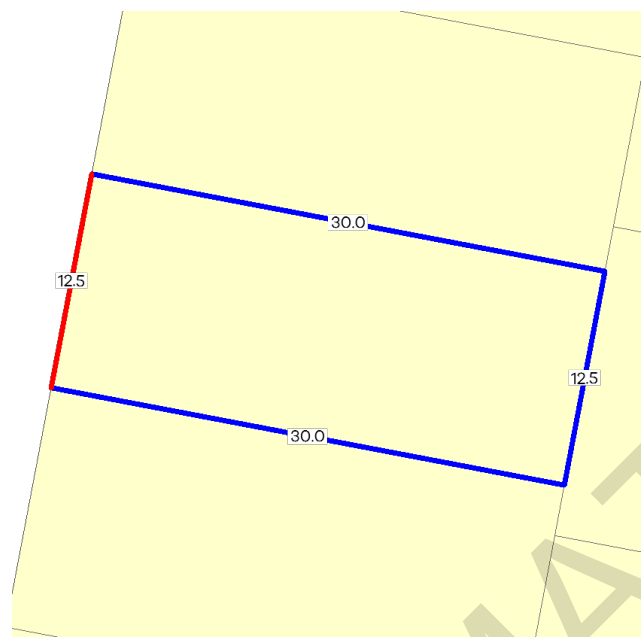
Council Property Number: **178528**

Directory Reference: **Melway 202 D4**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 375 sq. m

Perimeter: 85 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **TARNEIT**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



INFORMATION



024-3024 (21886)
E

A Dangol
27 Rosewater Street
MANOR LAKES VIC 3024

Assessment
Number
178528

Due Date
31/05/2024

Bank Reference
Number
1783284

Issue Date
06/05/2024

178528



PROPERTY LOCATION AND DESCRIPTION
V 11146 F 882 L 1156 PS 615974 Tarneit Parish
17 Josebury Road TARNEIT VIC 3029
AVPC Code: 110

4TH INSTALMENT NOTICE

Instalment Amount Due **\$517.00**
Total Amount Due \$517.00

ARREARS OUTSTANDING
\$0.00
1st Instalment 30/09/2023
\$0.00
2nd Instalment 30/11/2023
\$0.00
3rd Instalment 28/02/2024
\$0.00
4th Instalment 31/05/2024
\$517.00

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

Payments received after 02/05/2024 will not be shown on this notice.

178528



517.00



Assessment No. 178528

Name A Dangol

Address 17 Josebury Road
TARNEIT VIC 3029

4th Instalment by
31/05/2024
\$517.00

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 1783284 \$517.00

Appeal against rates

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

- (a) a rate has been declared in respect of non-rateable land;
- (b) the rate or charge assessment has been incorrectly calculated;
- or
- (c) 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 2023 for the 2023 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 3.5 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—

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) 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 instalment. Full payment may not be made at a later date. Notices will be sent for the second, third and fourth instalments.

All payments will be allocated in the following order:

1. Arrears owing (if any)
2. Current rates and charges owing (if any)
3. Legal costs owing (if any)
4. Interest 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 fire services property 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*, 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.	 Contact your participating financial institution to make a payment. Biller Code 76869 Reference number 1783 284	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 1783 284	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.



MR A DANGOL
27 ROSEWATER STREET
MANOR LAKES VIC 3024



My account number is

1251 8408 9147

Invoice No.	T660265967
Service Address	17 Josebury Road Tarneit Lot 1156 Plan 615974
Issue Date	10 Apr 2024
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water

ABN 70 066 902 467

gww.com.au

Account summary

	PREVIOUS BILL RECEIVED	\$148.53 \$148.53
	BALANCE	\$0.00
	NETWORK CHARGES	\$118.99
	OTHER CHARGES	\$29.54
	PLEASE PAY	\$148.53

Your bill experience is changing

We're making some changes so that it's simpler to manage your account online. We're also redesigning your bill so it's easier to read and understand.

To find out more visit gww.com.au/billexperience



Details of charges - Residential

Previous Bill

Previous Bill \$148.53

Payments Received

13/02/2024 -\$148.53

BALANCE FORWARD \$0.00

Network Charges

	Charge Period	Charge \$
Water Network Charge	(01/04/2024 to 30/06/2024)	\$51.60
Sewerage Network Charge	(01/04/2024 to 30/06/2024)	\$67.39

TOTAL NETWORK CHARGES \$118.99

Other Charges

	Charge \$
Waterways & Drainage Charge (01/04/2024 to 30/06/2024)	\$29.54

TOTAL OTHER AUTHORITIES' CHARGES \$29.54

FINAL TOTAL, PLEASE PAY THIS AMOUNT \$148.53

Visit gww.com.au or call 13 44 99 for more details about these charges.

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at gww.com.au

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.

Learn more at melbournewater.com.au/wwdc

Our prices

From 1 July 2024, our prices will change in line with adjustments approved by the Essential Services Commission, the independent regulator of Victoria's water industry. To learn more about our price changes, visit gww.com.au

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

Page 2 of 4

CCSEML_240409195119Z_PRO>BILL_vMAR24_10>10/04/24>08:23:16>---

Service Address: 17 Josebury Road Tarneit

DATE PAID	AMOUNT PAID	RECEIPT NO
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My account number is
1251 8408 9147



Direct Debit:

Visit gww.com.au or call 13 44 99



Mail cheque: Post this slip with your cheque payable to:
Greater Western Water, GPO Box 1152, Melbourne Vic 3001



Credit Card:

Visit gww.com.au or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance

If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit gww.com.au to view our support options.



B PAY	Billers Code: 8789
	Ref: 1251 8408 9147

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

POST billpay	Billpay Code: 0362
	Ref: 1251 8408 9147

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au



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Working together to deliver value for our community

I hope you had a safe and happy start to the year with your communities. This year, we'll continue to focus on delivering value for our customers, through our core purpose of supplying water to your homes and by supporting the prosperity of our region.

Your ideas and feedback are important to us. We'll work closely with you on projects like finalising our price submission and upgrading essential infrastructure around our region.

We're excited to support your social, environmental and cultural priorities in the next round of our Thriving Communities

grants and sponsorships program, launching in March.

You've also told us that you'd like a more convenient way to manage your water account and for your bills to be simpler, so we're making improvements to our systems so you have a better customer experience. These upgrades will be launching soon.

With your input and support, we'll continue to deliver trusted water services to your homes while supporting the wellbeing and growth of our region.

Maree



Maree Lang
Managing Director
Greater Western Water

We're upgrading your billing experience

We want you to have a hassle-free bill experience, whether you choose an email or paper bill. After hearing what is important to you, we're making some changes to simplify your billing experience.

Soon, you'll notice your water bill looks a bit different. We're improving the design of your bill so it's easier to understand your water use and other charges.

You told us that you'd like more control of your water account online, to help you do things like pay your bill, and update your details and payment methods. Your new online account, My GWW, is coming soon and gives you more control and flexibility to manage your account online.

If you're ever unsure it's us contacting you, you can confirm the information at gww.com.au or by calling us on **13 44 99**.



Royal Parade water main upgrade complete

We've finished upgrading the Royal Parade water main. The old water main was nearing the end of its service life, and after more than 130 years of ongoing use it needed an upgrade.

These works ensure that we can continue to deliver safe and reliable water services to the Parkville community.

During the six months of construction, we inserted a new pipeline inside the existing water main. This method is called slip-lining. Slip-lining is a safe and cost-effective method, which also helped to minimise disruption to local traffic and businesses.

Learn more about the project at gww.com.au/royalparade



Royal Parade is back in use after we replaced a 130 year old water main.

Having trouble paying your bill?

We know paying your bill can be difficult at times. If you're having trouble paying your bill, we have a range of payment options and can help you access concessions, utility relief grants and water efficiency programs.

We also offer support for customers experiencing family and domestic violence.

Learn more at gww.com.au/financial-support



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.

Thriving Communities grant helps support Melburnians in need

Recently our Managing Director, Maree Lang and Minister for Water, Harriet Shing joined volunteers at St Mary's House of Welcome to serve lunch to Melburnians experiencing homelessness and hardship.

The visit was an opportunity to connect and talk with some of the centre's service users and learn more about the not-for-profit's 'Look Good, Feel Good' program, which received \$5,000 Thriving Communities sponsorship funding.

The 'Look Good, Feel Good' program aims to improve the physical and mental wellbeing of people experiencing homelessness and social disadvantage.

The program provides hot showers, towels, toiletries, period products and clean clothes. It also offers referrals to other vital services like meals, social activities and specialist support.

Read more about St Mary's House of Welcome and all our previous grant recipients at

gww.com.au/grants-sponsorships



Managing Director, Maree Lang and Minister for Water, Harriet Shing serve lunch to Melburnians experiencing homelessness.

How to choose the most secure payment method

In June 2023, the Federal Government announced that by 2030 cheques will be phased out in Australia. This process will start in 2028.

To prepare for this, we're transitioning to more secure forms of payment. This will help ensure the safety of your records and financial information.

We're encouraging all customers to switch to electronic payment. You can pay online using BPAY or set up a direct debit so you never miss a bill.

If you still prefer to pay by cheque, you can head to your local Australia Post outlet.

Learn more about this change at gww.com.au/accounts-billing



Boost to water security for Sunbury and Diggers Rest

We're building two enormous new water tanks in Melbourne's outer west to increase water security for the growing Sunbury and Diggers Rest region.

The \$29 million project kicked off last December in Sunbury's Bald Hill. When the work is completed in 2025, the tanks will double the region's water storage capacity and supply up to 10,000 local properties.

Each steel tank will be nine metres high and 44 metres in diameter and will each be able to hold 10 megalitres of water. That's the equivalent of four Olympic-sized swimming pools worth of water.

A new main will also be constructed to connect the tanks to Melbourne's water supply.

Learn more about the project at gww.com.au/sunburywatersecurity



An artist's impression of the new water tanks.

An update on our price submission

Last year, we submitted our first price submission as Greater Western Water to the Essential Services Commission (ESC). Our price submission outlines our prices, service levels and the investments we will make over the next four years.

The ESC has reviewed our price submission and recently let us know their draft decision.

The ESC will release their final decision and price determination in June 2024, confirming the prices we will charge from 1 July 2024 to 30 June 2028.

Learn more and have your say before 30 April at gww.com.au/pricesubmission



Contact us

Call **13 44 99**

Visit gww.com.au

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 @GWWVic

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