Contract of Sale of Land

Property:

17 STAMBRIDGE Street, Tarneit VIC 3029

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:102341

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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: **ERLYNA SANTOSO and LIDYA SANTOSO**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: ERLYNA SANTOSO and LIDYA SANTOSO

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 102341

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

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	12162	Folio	544	403	PS 743455M

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 STAMBRIDGE Street, Tarneit VIC 3029

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

Payment

Price	$			
Deposit	$	by	(of which	has been paid)
Balance	$	payable at settlement		

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 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: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

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 purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; 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.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

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

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

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

14.9 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.

14.10 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.

Special condition 2 – 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.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 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 $150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

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 document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20.2 (ending the contract if the loan is not approved) 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 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 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.

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

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

6.6 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.

6.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 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.

6.9 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

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 Network Operator of settlement.

Special condition 7 – Condition of the Property

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of 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 if Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 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

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 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.

7.5. 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.

7.6 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.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

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

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - 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 variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

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

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

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

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

18.3 Each party must:

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

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

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

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. 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 lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred 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 lodgment 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 lodgment network operator of settlement.

19. GST

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

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

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

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

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

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

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

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 lodgment network; and

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

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

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

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

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.

GUARANTEE and INDEMNITY

I/We		**of**	
And		**of**	
being the **Sole Director / Directors of**		**ACN**	

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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 STAMBRIDGE STREET, TARNEIT VIC 3029

Vendor's name	ERLYNA SANTOSO	Date / /
Vendor's signature _____		
Vendor's name	LIDYA SANTOSO	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)

The total amount of outgoings does not exceed $5000.00 plus Owner Corporation fee/Land tax if applicable.

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:

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

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:**

See attached planning Property report

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):

Attached

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

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 2000m^2; (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)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 12162 FOLIO 544

Security no : 124119089939S
Produced 16/10/2024 07:16 PM

LAND DESCRIPTION

Lot 403 on Plan of Subdivision 743455M.
PARENT TITLE Volume 12052 Folio 428
Created by instrument PS743455M 07/11/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ERLYNA SANTOSO
LIDYA SANTOSO both of JALAN DARMO PERMAI SELATAN. 12/2 SURABAY A, EAST JAVA INDONESIA
AS738025Q 22/11/2019

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS743455M 07/11/2019

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
AR817012U 07/01/2019

DIAGRAM LOCATION

SEE PS743455M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 17 STAMBRIDGE STREET TARNEIT VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 16816J BROKEN HEAD INVESTMENTS PTY LTD
Effective from 22/11/2019

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 1

PS743455M

LOCATION OF LAND

PARISH: TARNEIT

TOWNSHIP: .....

SECTION: 21

CROWN ALLOTMENT: .....

CROWN PORTION: A (Part) & C (Part)

TITLE REFERENCE: Vol.12052 Fol. 428

LAST PLAN REFERENCE: Lot D on PS743452T

POSTAL ADDRESS: 1121 Dohertys Road
(at time of subdivision) TARNEIT 3029

MGA 94 CO-ORDINATES: E: 295 720 ZONE: 55
(of approx centre of land in plan) N: 5811 430

Council Name: Wyndham City Council

Council Reference Number: WYS3598/16
Planning Permit Reference: WYP6863/13
SPEAR Reference Number: S080582E

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 31/10/2017

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: Danielle Kos for Wyndham City Council on 17/10/2019

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
Road R1	Wyndham City Council

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. WYP 6863/13

EMERALD PARK - Release 4
Area of Release: 2.516ha
No. of Lots: 38 Lots and Balance Lot E

NOTATIONS

Lots on this plan may be affected by one or more restrictions. Refer to Creations of Restriction A, B & C on Sheets 6, 7 & 8 of this plan for details.

OTHER PURPOSE OF PLAN
To Remove that part of easements E-4 and E-5 created on PS743452T in so far as where they lie within Road R1 herein.

To vary easement E-8 created in instrument AS162939X to the location shown in this plan.

GROUNDS FOR REMOVAL AND VARIATION:
By agreement between all interested parties.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Transmission of Electricity	See Diag.	C/E A627820	State Electricity Commission of Victoria
E-2	Transmission of Electricity	See Diag.	C/E A828798	State Electricity Commission of Victoria
E-3	Sewerage	See Diag.	PS733919B	City West Water Corporation
E-4	Drainage	See Diag.	PS733919B	Wyndham City Council
E-5	Sewerage	See Diag.	PS733920S	City West Water Corporation
E-6	Sewerage	See Diag.	This Plan	City West Water Corporation
E-7	Supply of Water Through Underground Pipes	See Diagram	AS162939X	City West Water Corporation
E-8	Supply of Water Through Underground Pipes	See Diagram	AS162939X	City West Water Corporation
	Transmission of Electricity		C/E A627820	State Electricity Commission of Victoria

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

SURVEYORS FILE REF: Ref. 02270-S4

ORIGINAL SHEET SIZE: A3

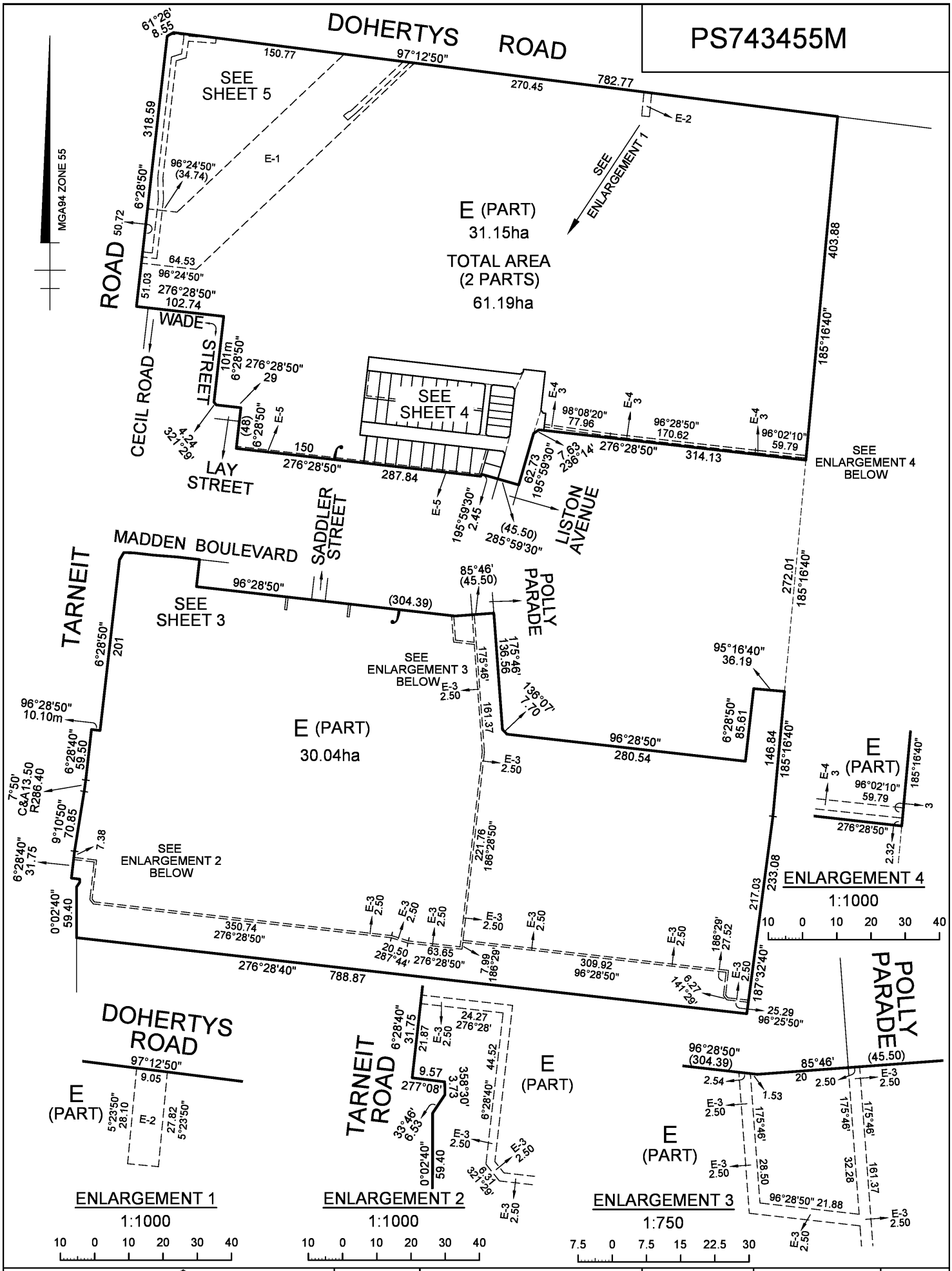
SHEET 1 OF 8

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PLAN REGISTERED
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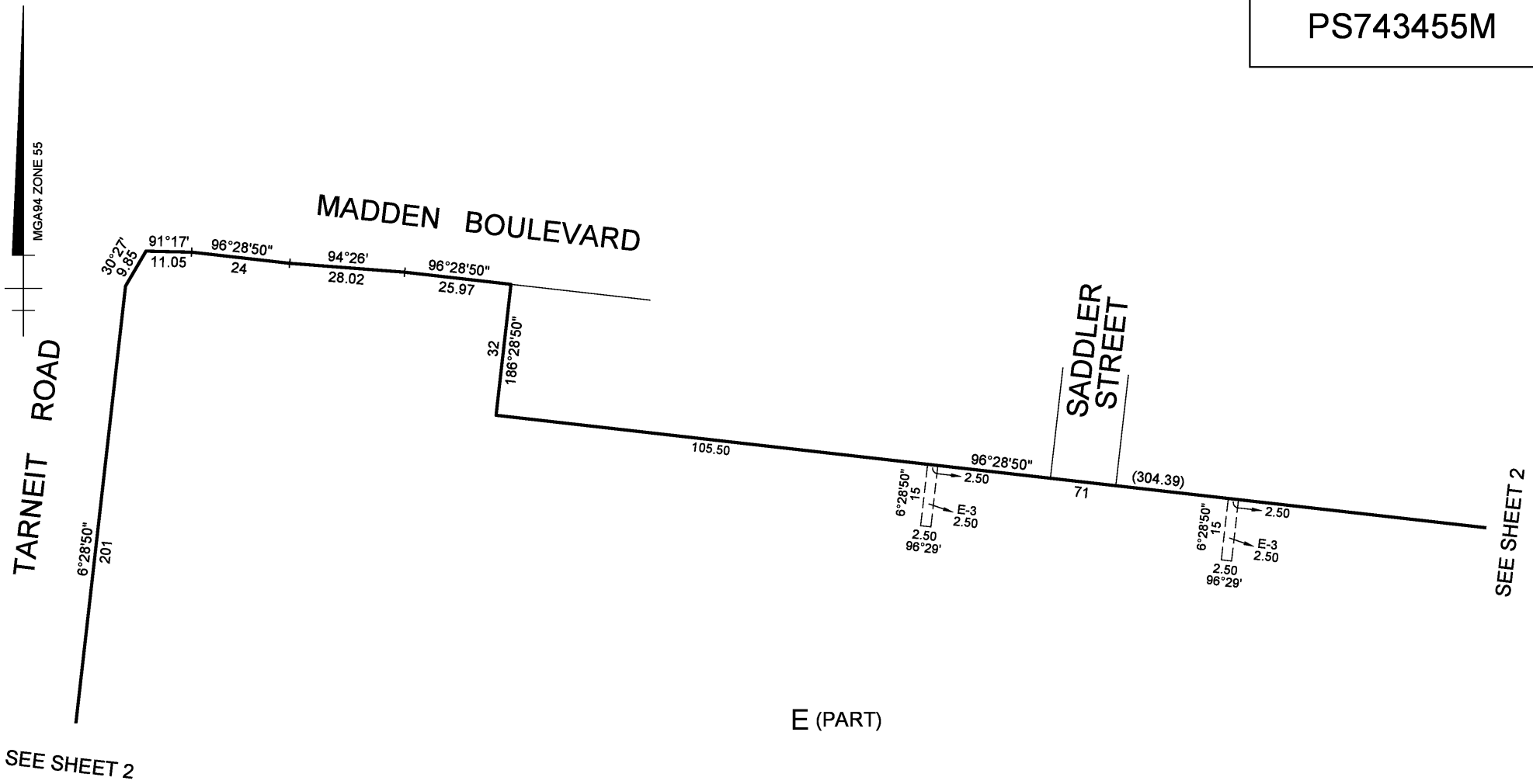
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SCALE		ORIGINAL SHEET SIZE: A3	Ref. 02270-S4	SHEET 2
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17/10/2019,
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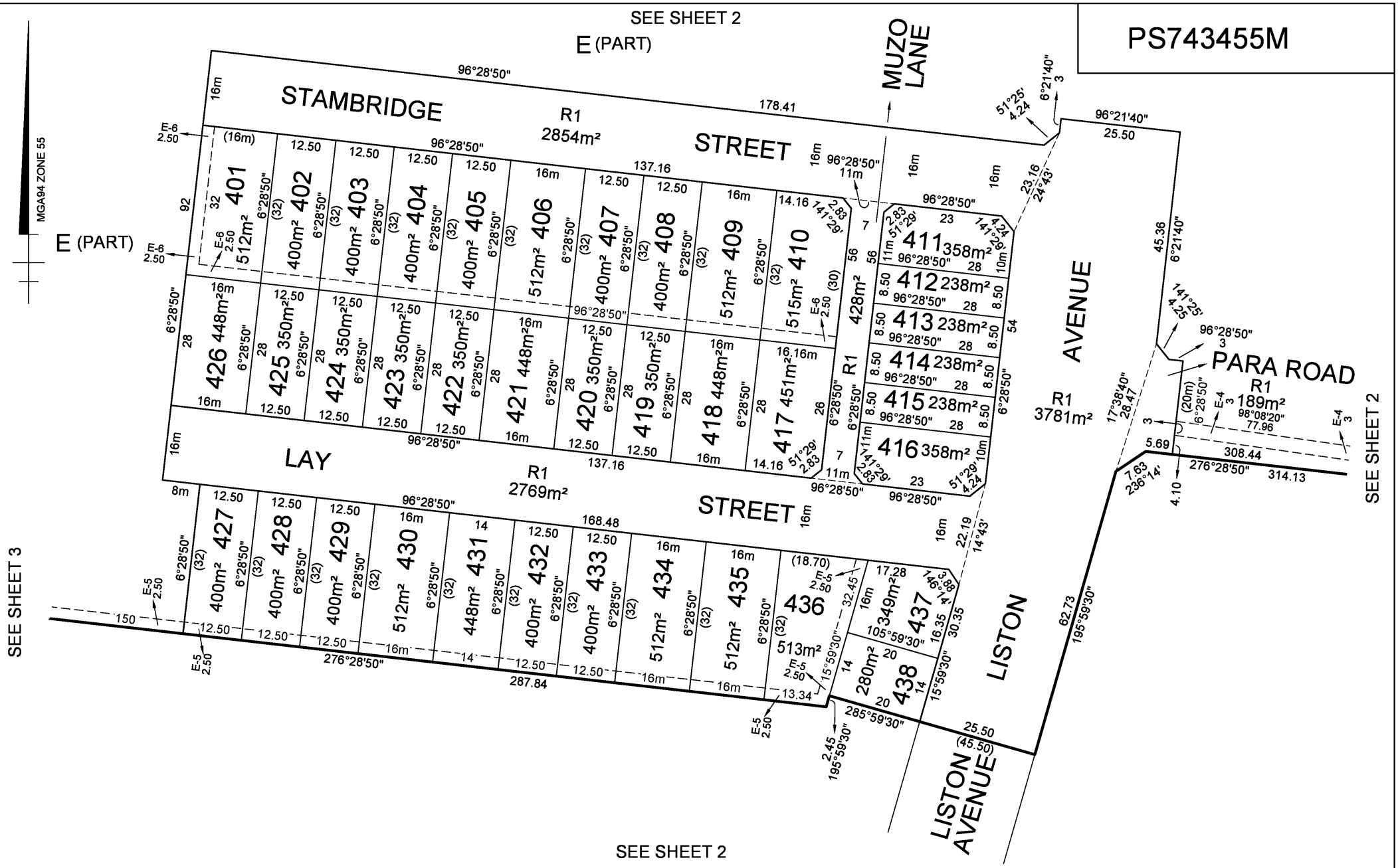
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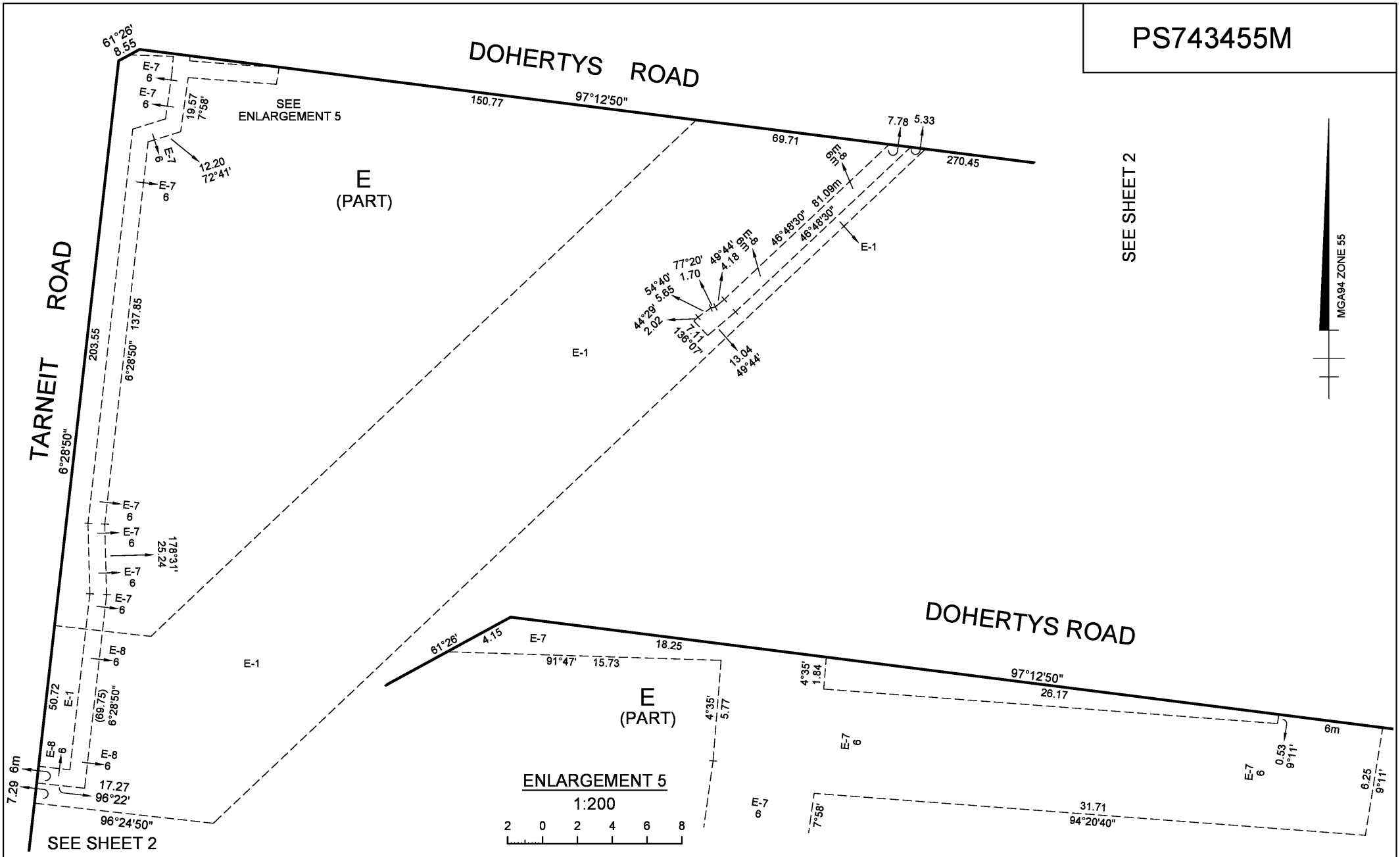
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CREATION OF RESTRICTION 'A'

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 1
LAND TO BENEFIT: See Table 1

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN:

MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE SMALL LOT HOUSING CODE (TYPE A) INCORPORATED INTO THE WYNDHAM PLANNING SCHEME UNLESS A PLANNING PERMIT IS GRANTED BY THE RESPONSIBLE AUTHORITY FOR A BUILDING THAT DOES NOT CONFORM WITH THE SMALL LOT HOUSING CODE.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
412	411, 413
413	412, 414
414	413, 415
415	414, 416
438	436, 437

CREATION OF RESTRICTION 'B'

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots 401 to 437 (both inclusive) on this plan.
LAND TO BENEFIT: Lots 401 to 437 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT TO WHICH THIS RESTRICTION APPLIES MUST NOT BUILD OR PERMIT TO BE BUILT A DWELLING OR COMMERCIAL BUILDING UNLESS THE BUILDING INCORPORATES DUAL PLUMBING FOR RECYCLED WATER SUPPLY FOR TOILET FLUSHING AND GARDEN WATERING USE IF IT BECOMES AVALIBLE.

THIS RESTRICTION SHALL CEASE TO APPLY TO ANY BUILDING ON THE LOT AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF A DWELLING ON THE LOT.

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SCALE	0 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02270-S4	SHEET 6

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CREATION OF RESTRICTION 'C'

PS743455M

The following Restriction is to be created upon Registration of this plan.

LAND TO BE BURDENED: See Table 2
LAND TO BENEFIT: See Table 2

DESCRIPTION OF RESTRICTION

Except with the written consent of the Responsible Authority the registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

1. Construct or allow to be constructed or remain on the lot any building or garage outside the building envelope shown hatched in the schedule on sheet 8 of this plan (excluding allowable projecting building elements that project outside the building envelopes as contained in Part 5 Regulation 74(3), 79(3) & 79(4) of the Building Regulations 2018).

2. Construct any building or garage on a side boundary of a lot unless the building or garage is set back a minimum of 1 metre from the other side boundary of that lot.

3. Construct a garage or carport which is set back less than 5.5 metres from the front boundaries.

4. Construct a garage with an opening which occupies more than 40% of the width of the lot frontage.

5. Construct a building which, notwithstanding the extent of the building envelope, fails to otherwise meet the requirements of Part 5 of the Building Regulations 2018.

This Restriction shall cease to have affect after the issue of the certificate of occupancy (or the like) under the Building Act 1993 for the whole of the parcel.

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
401	402, 426
402	401, 403, 425
403	402, 404, 424
404	403, 405, 423
405	404, 406, 422
406	405, 407, 421
407	406, 408, 420
408	407, 409, 419
409	408, 410, 418
410	409, 417
411	412
416	415
417	410, 418
418	409, 417, 419
419	408, 418, 420
420	407, 419, 421
421	406, 420, 422
422	405, 421, 423
423	404, 422 424
424	403, 423, 425
425	402, 424, 426
426	401, 425

TABLE 2 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
427	428
428	427, 429
429	428, 430
430	429, 431
431	430, 432
432	431, 433
433	432, 434
434	433, 435
435	434, 436
436	435, 437, 438
437	436, 438

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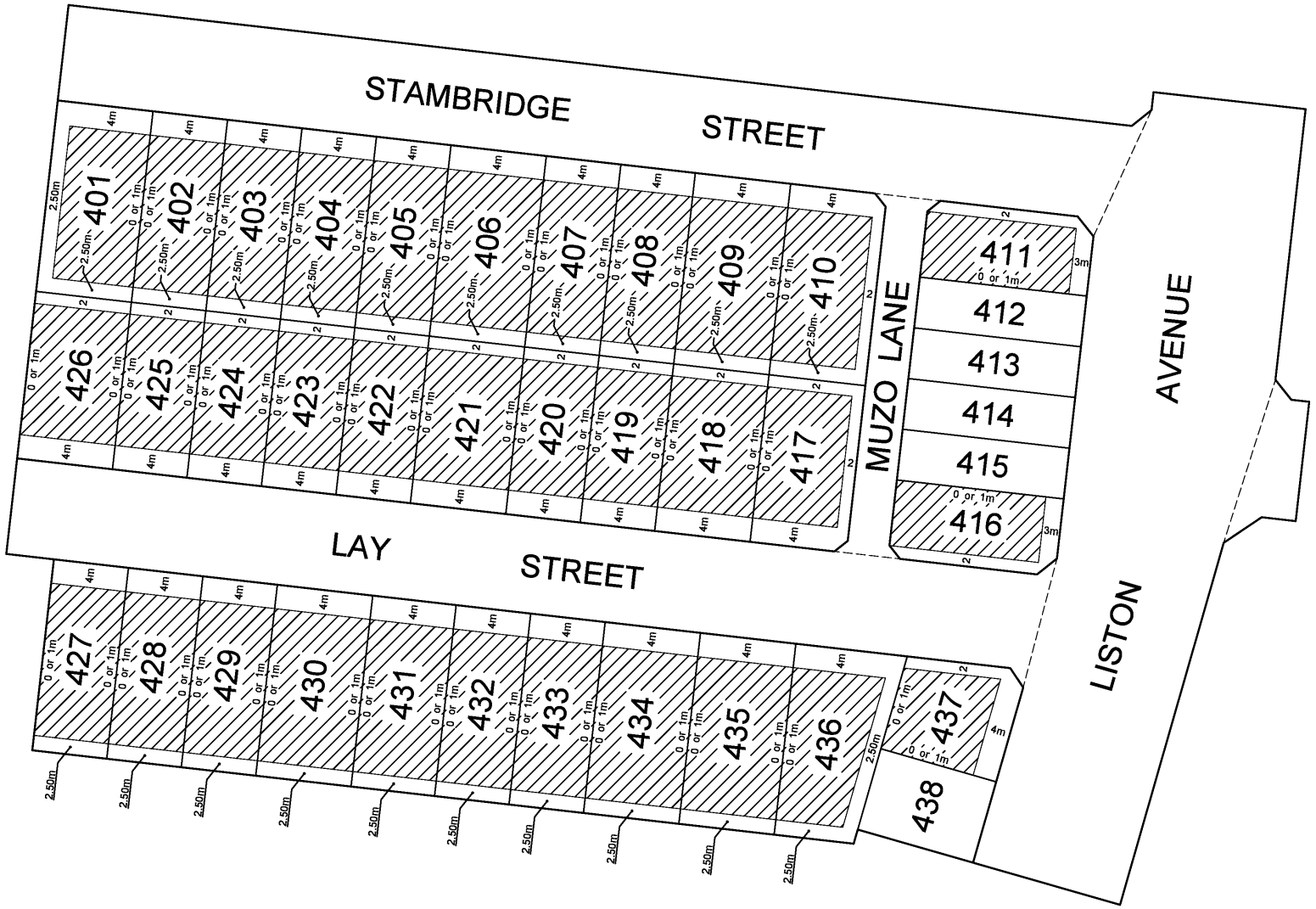
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SCHEDULE

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MGA94 ZONE 55



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Document Identification	**AR817012U**
Number of Pages (excluding this cover sheet)	**36**
Document Assembled	**17/05/2024 20:18**

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

Section 181 Planning and Environment Act 1987

Privacy Collection Statement

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Lodged by:
Name: MADDOCKS
Phone: 03 9258 3555
Address: COLLINS SQUARE, TOWER TWO, LEVEL 25, 727 COLLINS STREET MELBOURNE VIC 3008
Ref: TGM:7618953
Customer Code: 1167E

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

Land: (volume and folio)

VOLUME 9449 FOLIO 296 AND VOLUME 11982 FOLIO 570

Responsible authority: :(full name and address, including postcode)

WYNDHAM CITY COUNCIL OF 45 PRINCES HIGHWAY, WERRIBEE, VICTORIA

Section and 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

Signing:

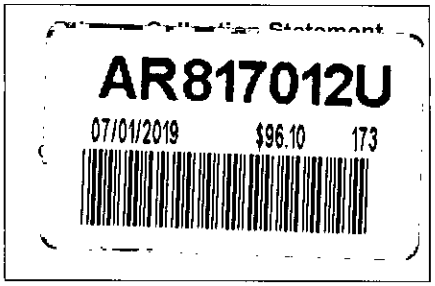
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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.

2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of:	WYNDHAM CITY COUNCIL
Signer Name:	TERRY MONTEBELLO
Signer Organisation:	MADDOCKS
Signer Role:	AUSTRALIAN LEGAL PRACTITIONER
Signature:	.....
Execution Date:	7 January 2019

TERRENCE MATTHEW GEORGE MONTEBELLO
727 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

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Maddocks

Date 19 / 12 / 2018

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Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 1121 Dohertys Road, Tarneit - Emerald Park

Purpose: WIK Agreement

Wyndham City Council

and

Grassylands Pty Ltd ACN 089994365

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Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

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Dated / / 2018

Parties

Name	**Wyndham City Council**
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	**Council**

Name	**Grassylands Pty Ltd ACN 089994365**
Address	25 North Terrace, Hackney South Australia 5069
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. Council is also the collecting agency and the development agency under the Development Contributions Plan.

C. Council enters into this Agreement in its capacity as the responsible authority and the collecting agency.

D. The Owner is the registered proprietor of the Subject Land.

E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.

F. The Planning Permit WYP6863/13.09 contains condition 59, Planning Permit WYP8464/15 contains condition 11 and 12 which requires the Owner to pay a Development Infrastructure Levy.

G. The Owner and Council have agreed to enter into this Agreement under Section 173 of the Planning and Environment Act providing for:

G.1 payment of development contributions;

G.2 satisfaction of the public open space contributions pursuant to clause 53.01 of the Planning Scheme; and

G.3 implementation of an approved public infrastructure plan.

H. The Owner has asked Council for permission to:

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H.1 carry out certain Infrastructure Projects which are funded by the Development Contributions Plan; and

H.2 to transfer to or vest in Council the Land Projects.

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I. Council has agreed that the Owner will:

I.1 carry out the Infrastructure Projects; and

I.2 transfer to or vest in Council the Land Projects -

in return for a Credit against its development contribution liability under the Development Contributions Plan or as against its liability under clause 53.01 of the Planning Scheme as the case may be.

J. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

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

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 6.5 of this Agreement.

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 5.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993.*

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the development agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Credit means a credit in the amount of the Infrastructure Project Value or the Land Project Value as the case may be against the Owner's Development Infrastructure Levy liability for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

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

Current Email means:

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

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project approved by Council under clause 6.5.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan or DCP means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

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

GAIC means the Growth Areas Infrastructure Charge under the Act.

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

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

Infrastructure Project means a project to be delivered by the Owner under this Agreement, identified in the relevant column of the table to Schedule 2 and which may be further illustrated and defined in a plan annexed to this Agreement.

Infrastructure Project Value means the Infrastructure Project Value specified in the relevant column of the table in Schedule 2.

Infrastructure Design Manual means the manual entitled 'Engineering Design and Construction Manual for Growth Areas – April 2011 prepared by the Metropolitan Planning Authority.

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

Land Project means a land project described in Schedule 3.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices together with the associated land. For the purposes of this Agreement, Localised Infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

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Maintenance Period means the period specified in Schedule 7 for each specified category of infrastructure commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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

Open Space Land means land for public open space described in Schedule 4 and which may also be identified in the plan at Annexure "A".

Open Space Land Value means the amount specified in Schedule 4 as the Open Space Land Value or an amount determined by applying the methodology set out in Schedule 4 as the case may be.

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

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

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Infrastructure Project Value.

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

Planning Permit means the planning permit specified in Schedule 6 as amended from time to time.

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

Provision Trigger means the provision trigger or milestone set out in the relevant columns of Schedule 2, Schedule 3 or Schedule 4 as the case may be.

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

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

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

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

Subject Land means the land described in Schedule 6and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Supervision Fee means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Infrastructure Project Value.

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2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

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

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

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

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

3.1 enable the Owner to satisfy condition 59 of the Planning Permit WYP6863/13.09 and condition 11 and 12 of the Planning Permit WYP8464/15;

3.2 record the terms and conditions on which Council agrees to the Owner undertaking any Infrastructure Project and any Land Project in lieu of the cash payment of the Development Infrastructure Levy;

3.3 to record the terms and conditions on which a Land Project and Open Space Land will be provided to Council;

3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

4.1 to enable the Owner to satisfy condition 59 of the Planning Permit WYP6863/13.09 and condition 11 and 12 of the Planning Permit WYP8464/15;

4.2 Council would not have consented to the Owner undertaking the Infrastructure Projects and transferring or vesting the Land Projects and Open Space Land without requiring this Agreement; and

4.3 the Owner has elected to enter into this Agreement in order procure Council's agreement to the Owner to carrying out the Infrastructure Projects as works in lieu and the transferring or vesting of the Land Projects as land in lieu.

5. Payment of Development Infrastructure Levy

The Parties agree that:

5.1 the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis subject to the Owner's entitlement to a Credit and the provisions of this Agreement; and

5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next relevant stage of the subdivision of the Subject Land.

6. Works in kind – Infrastructure Projects

6.1 Construction of Infrastructure Projects

The Owner covenants and agrees that the Owner must construct the Infrastructure Projects:

6.1.1 in accordance with the Designs approved by Council under clause 6.5;

6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2;

6.1.3 to the satisfaction of Council in its capacity as the Development Agency.

6.2 Time for completion of Infrastructure Projects

The Owner covenants and agrees that if the Owner does not meet the specified Provision Trigger for an Infrastructure Project, Council in its capacity as responsible authority may:

6.2.1 at its absolute discretion, extend the timeframe provided it does so in writing; or

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6.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

6.3 Obligation to complete Infrastructure Projects once commenced

The Owner covenants and agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Infrastructure Project Value.

6.4 Infrastructure Project Value

The Owner covenants and agrees that the Infrastructure Project Value is a fixed non-variable amount subject only to Indexation.

6.5 Design of Infrastructure Projects

The Owner covenants and agrees that:

6.5.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Projects and submit the Designs to Council and any other relevant authorities for approval;

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

6.5.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects; and

6.5.4 prior to awarding any contract for an Infrastructure Project, the Owner must:

(a) submit to Council for approval a copy of the terms and conditions of the contract to be awarded and a copy of the proposed construction program; and

(b) enter into any further agreement in connection with access to land owned by Council as may reasonably be required by Council.

6.6 Variation of Approved Plans

The Owner covenants agrees that upon the approval by Council of the Designs there will be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

6.7 Construction of Infrastructure Projects

The Owner covenants and agrees that in carrying out the Infrastructure Projects:

6.7.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects; and

6.7.2 Council is hereby released from liability to pay, and held harmless in respect of, any costs or compensation or any amount beyond the Infrastructure Project Value.

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7. Certificate of Practical Completion

7.1 Certificate of Practical Completion

Council agrees that it will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

7.2 Standard of work

The Owner covenants and agrees that in addition to any other requirement in this Agreement, all work for an Infrastructure Project must:

7.2.1 accord with the Designs and the Infrastructure Design Manual unless otherwise agreed in writing by Council;

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

7.2.3 comprise best industry practice to the extent required by the Designs;

7.2.4 not encroach upon any land other than the land shown in the Designs; and

7.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as Development Agency.

7.3 Construction Procedures

The Parties agree that:

7.3.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority of the completion of the Infrastructure Project;

7.3.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion;

7.3.3 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:

(a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and

(b) what must be done to satisfactorily complete the Infrastructure Project;

7.3.4 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed by a further agreement to its satisfaction;

7.3.5 before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of an Infrastructure Project, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:

(a) consent of the owner of land to access such land; and

(b) satisfied any condition of such consent;

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7.3.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

7.4 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner:

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

7.4.2 must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;

7.4.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period or the transfer of the land containing the Infrastructure Project or the transfer of the Infrastructure Project in accordance with Schedule 2 whichever is the later.

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8. Land Projects

8.1 Transfer or vesting of Land Project

The Owner covenants and agrees to transfer or vest in Council any Land Project:

8.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 8.2;

8.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;

8.1.3 with all services to be available as specified in the relevant column of Schedule 3; and Schedule 4; and

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

8.2 Time for transfer or vesting of Land Project

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

8.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency; or

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

8.3 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting a Land Project to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the

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Land Project as appropriate is suitable to be used and developed for the purpose for which it is intended to be used.

8.4 Agreed Land Value

The Owner acknowledges and agrees that:

8.4.1 the Agreed Land Value:

(a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;

(b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;

(c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

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

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9. Public Open Space

9.1 Open Space Land

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

9.1.1 in accordance with the relevant Provision Trigger set out in Schedule 4;

9.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;

9.1.3 with all services to be available or connected as specified in the relevant column of Schedule 4; and

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

9.2 Time for transfer or vesting of Open Space Land

The Owner agrees that if the Owner does not meet the Provision Trigger for any Open Space Land as set out in Schedule 4, Council may:

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

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

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9.3 Value of Open Space Land

The Owner agrees that:

9.3.1 the Open Space Land Value:

(a) is the fixed amount as specified in Schedule 4 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 4, as the case may be;

(b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;

(c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Open Space Land; and

9.3.2 upon

(a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council in satisfaction of the whole or part of its open space contribution liabilities under clause 53.01 of the Planning Scheme; or

(b) payment being made to the Owner in accordance with this Agreement –

no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Open Space Land.

9.4 Equalisation Payment

The Parties agree that the Equalisation Payments specified in Schedule 4 must be paid by the Party specified in Schedule 4 to the other Party by the Equalisation Date set out in Schedule 4.

9.5 Environmental Assessment

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

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10. Transfer of Ownership

10.1 Transfer

The ownership of a Land Project, Open Space Land and Infrastructure Projects will be transferred to Council upon;

10.1.1 the registration of a plan of subdivision in the case of a Land Project and Open Space Land which is vested in Council or the handing over of an executed Transfer of Land if the Land Project or Open Space Land is transferred as a lot to Council; and

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10.1.2 upon the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project.

10.2 Bank Guarantee

The Owner agrees that:

10.2.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;

10.2.2 if the Owner fails to comply with a written direction from Council to undertake maintenance to an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and

10.2.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

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11. Credit and processing of credits

11.1 Credit

The Parties agree that:

11.1.1 the Owner will be entitled to a Credit for the Infrastructure Project Value from the commencement of this Agreement;

11.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;

11.1.3 the amount of Credit identified in Clause 11.1.1 and 11.1.2 is the estimated cost of the relevant Infrastructure Project or Land Project as the case may be as set out in the Development Contributions Plan Indexed in accordance with the Development Contributions Plan;

11.1.4 Council agrees that the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted;

11.1.5 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:

(a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and

(b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;

11.1.6 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

(a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the available Credit prior to the issue of a Statement of Compliance; and

(b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

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12. Localised Infrastructure

The Parties acknowledge and agree that:

12.1 this Agreement relates only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and

12.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

13. Further obligations of the Parties

13.1 Transaction costs

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

13.2 Notice and registration

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

13.3 Further actions

The Owner covenants and agrees that the Owner:

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

13.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

13.3.3 agrees to do all things necessary to enable Council to do so, including:

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

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

13.4 Fees

The Owner covenants and agrees that within 14 days of a written request for payment, the Owner must pay to Council any:

13.4.1 Plan Checking Fee;

13.4.2 Supervision Fee;

13.4.3 Satisfaction Fee; or

13.4.4 Consent Fee

as required.

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13.5 Council's costs to be paid

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

13.5.1 preparing, drafting, finalising, signing, and recording this Agreement;

13.5.2 preparing, drafting, finalising and recording any amendment to this Agreement; and

13.5.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

13.6 Time for determining satisfaction

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If Council makes a request for payment of:

13.6.1 a fee under clause 13.4; or

13.6.2 any costs or expenses under clause 13.5

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

13.7 Interest for overdue money

The Owner agrees that:

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

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

14. Agreement under section 173 of the Act

The Parties agree that without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

15. Owner's warranties

15.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

15.2 The Owner warrants that:

15.2.1 the Land Project and any Open Space Land is free of contamination of any kind; and

15.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used.

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16. Successors in title

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

16.1 give effect to this Agreement; and

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

17. General matters

17.1 Notices

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

17.1.1 personally on the other Party;

17.1.2 by leaving it at the other Party's Current Address;

17.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

17.1.4 by email to the other Party's Current Email.

17.2 No waiver

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

17.3 Severability

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

17.4 No fettering of Council's powers

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

17.5 Inspection of documents

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

17.6 Counterparts

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

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17.7 Governing law

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

18. GST

18.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

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

18.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 18.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

18.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 18.3.

19. GAIC

19.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

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20. Foreign resident capital gains withholding

20.1 Definitions

For the purposes of this clause, the following definitions apply:

12.5% means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Clwth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

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Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

20.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

20.3 Excluded transaction

20.3.1 Clause 20.5 does not apply if:

(a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and

(b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

20.3.2 Without limiting clause 20.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than $750,000.

20.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 20.5 below) in accordance with the Variation Notice.

20.5 Withholding

20.5.1 This clause 20.5 applies if the Owner is taken to be a foreign resident under clause 20.2 and the Owner has not satisfied Council that the transfer or vesting of a Land Project and Open Space Land is an Excluded Transaction under clause 20.3.

20.5.2 Subject to clauses 20.5.3 and 20.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

(a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or

(b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 20.4,

(the **withholding amount**).

20.5.3 Subject to clause 20.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

(a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or

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(b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

20.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

(a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or

(b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

20.6 Council to remit withholding amount

20.6.1 Council agrees to:

(a) pay the withholding amount or amounts determined under clause 20.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:

(i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or

(ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;

(b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and

(c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

20.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 20.5.

20.8 Owner to co-operate

20.8.1 The Owner must:

(a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:

(i) a Clearance Certificate has been provided to Council; or

(ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 20.5;

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(b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and

(c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

20.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

20.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 20 is true and correct.

20.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 20.

21. Commencement of Agreement

This Agreement commences on the date of this Agreement.

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22. Amendment of Agreement

22.1 This Agreement may be amended in accordance with the Act.

22.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

23. Ending of Agreement

23.1 This Agreement ends:

23.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

23.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

23.2 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

23.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the

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Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

23.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

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

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Schedule 1

Wyndham North Development Contributions Plan



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Schedule 2

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project*	Project components being delivered under this agreement.	Provision Trigger	Infrastructure Project Value	Credit Value
IN-89-11	Construction of intersection between Tarneit Road and East West Connector Road.	100% of the IN-89-11 project as detailed in the Appendices to the Wyndham North DCP	Before 31 March 2019	$3,900,213 This is a June 2018 $ figure subject to Indexation to the date of commencement of this Agreement.	$3,900,213 This is a June 2018 $ figure subject to Indexation to the date of commencement of this Agreement.

*** If necessary, the Infrastructure Project can be described by reference to the Approved Plans if they have been approved or some other drawing or plan relating to the Infrastructure Project.**

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Schedule 3

Land Project

DCP Project No.	Description of Land Project*	Land area to be provided under this agreement	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Agreed Land Value	Credit Value
IN-89-11	Land for Intersection between Tarneit Road and East-West Connector Road totalling .6976 ha.	.6976 hectares located on property 89-SE-21 and 89-SE-22 of the Tarneit North PSP	Before 31 December 2018	Council	Power Gas Water Drainage Telecommunications Sewer	$792,165 calculated as $1,650,000 per hectare x .4801 ha. and $369,750 calculated as $1,700,000 per hectare x .2175 ha. Total= $1,161,915 This is a 1 July 2018 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	$1,161,915 This is a 1 July 2018 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
RD-89-01b	Land for Tarneit Road road widening totalling .5708 ha.	.5708 hectares located on property 89-SE-21 and 89-SE-22 of the Tarneit North PSP	Before 31 December 2018	Council	Power Gas Water Drainage Telecommunications Sewer	$492,525 calculated as $1,650,000 per hectare x .2985 ha. and	$955,435 This is a 1 July 2018 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement

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						$462,910 calculated as $1,700,000 per hectare x .2723 ha. Total= $955,435 This is a 1 July 2018 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	
CO-89-01	Land for Level 1 Children's Centre .3192 hectares	.3192 hectares located on property 89-SE-21 of the Tarneit North PSP	Before 31 December 2019	Council	Power Gas Water Drainage Telecommunications Sewer	$526,680 calculated as $1,650,000 per hectare x .3192 ha. This is a 1 July 2018 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	$526,680 This is a 1 July 2018 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
S-89-04	Land for active recreation reserve totalling 11.5913 hectares	11.5913 hectares located on property 89-SE-21 and 89-SE-22 of the Tarneit North PSP	Before 31 December 2018	Council	Power Gas Water Drainage Telecommunications Sewer	$ 10,653,720 calculated as $1,650,000 per hectare x 6.4568 ha. and $8,728,650 calculated as $1,700,000 per hectare x 5.1345 ha. Total= $ 19,382,370	$ 19,382,370 This is a 1 July 2018 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement

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						This is a 1 July 2016 $ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	

*** If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project.**

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Schedule 4

Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Stage Area (in hectares)	Open Space Contribution that the Owner is required to make under clause 53.01 of the Planning Scheme	Actual Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
1	1.0000 hectare district passive park, located on Property 89-SE-21, in accordance with the Tarneit North Precinct Structure Plan	Before 31 December 2019	Council	All services comprising Power Gas Water Drainage Telecommunications Sewer	N/A	3.00% or 0.9783 hectares based on an Net Developable Area of 32.61 hectares for Property 89-SE-21.	1.0000 hectare or 3.07% of the Net Developable Area as shown in the Tarneit North PSP 0.0217 hectares over provision of passive open space.	Value as at 1 July 2018 $1,700,000 Property 89-SE-21 1.0000 hectares x $1,700,000 = $1,700,000
2	0.5000 hectare district passive park, located on Property 89-SE-22, in accordance with the Tarneit North Precinct Structure Plan.	Before 31 July 2022	Council	All services comprising Power Gas Water Drainage Telecommunications Sewer	N/A	3.00% or 0.8919 hectares based on an Net Developable Area of 29.73 hectares for Property 89-SE-21.	0.5000 hectare or 1.68% of the Net Developable Area as shown in the Tarneit North PSP 0.3919 hectares under provision of passive open space	Value as at 1 July 2018 $875,000 Property 89-SE-22 0.5000 hectares x $1,750,000 = $875,000

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	Equalisation Payment	Equalisation Date						Equalisation Payment Value
1	0.07% of the Net Developable Area of Property 89-SE-21 is to be provided as cash in accordance with this Agreement. This equates to 0.0228 hectares.	Before 31 December 2018						Value as at 1 July 2018 $38,760 (0.0228 ha x $1,700,000) This is a 1 July 2018 figure subject to revaluation on an annual basis. The methodology for determining the Open Space Value is the application of the relevant 1 July revaluation amount calculated by Council as part of its annual DCP and 53.01 land revaluations for Property 89-SE-21 in the Tarneit North Precinct Structure Plan at the date 7 days prior to payment by Council using the following formula. 0.0228 ha x 'A' = Open Space Value Where 'A' is the relevant 53.01 land revaluation provided to Council for Property 89-SE-21 in the Tarneit North Precinct Structure Plan. The land owner may choose to reduce the under-provision for Property No.89-SE-22 by this amount at the equalisation date for Property No.89-SE-22.
2	1.32% of the Net Developable Area of Property 89-SE-22 is to be provided as a cash payment to Council in accordance with this Agreement. This equates to a payment equivalent to 0.3924 hectares.	Before 31 December 2020						Value as at 1 July 2018 $686,700 (0.3924 ha x $1,750,000) This is a 1 July 2018 figure subject to revaluation on an annual basis. The methodology for determining the Open Space Value is the application of the relevant 1 July revaluation amount calculated by Council as part of its annual DCP and 53.01 land revaluations for Property 89-SE-22 in the Tarneit North Precinct

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								Structure Plan at the date 7 days prior to payment to Council using the following formula. 0.3924 ha x 'A' = Open Space Value Where 'A' is the relevant 53.01 land revaluation provided to Council for Property 89-SE-22 in the Tarneit North Precinct Structure Plan.

*** If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.**

 # The figures in the columns and rows identified are subject to change as part of the subdivision process. The areas in the subdivisions ultimately certified and subject to statements of compliance will form the basis of calculations and obligations relating to open space contributions under Clause 53.01 of the Planning Scheme.

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Schedule 5

Amount of Bank Guarantee: 5% of the Infrastructure Project Value identified in Schedule 2

Schedule 6

Subject Land – Certificate of Title Volume 9449 folio 296 and Certificate of Title Volume 11982 Folio 570

- **Planning Permit No. WYP 6863/13.09 issued on 18 November 2014 and amended on 27 August 2016 and 8 March 2017.**
- **Planning Permit No. WYP 8464/15 issued on 09 January 2018**

Schedule 7

Maintenance Period for defined categories of infrastructure

Infrastructure Project Category	Maintenance Period
Roads	1 year from the date of practical completion
Intersections	1 year from the date of practical completion
Open Space	1 year from the date of practical completion
Culverts	1 year from the date of practical completion

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Signing Page

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

EXECUTED as an agreement.
Signed for and on behalf of the **Wyndham City Council** by its duty authorised delegate.

.....

Date 19 / 12 / 18

AR817012U
07/01/2019 $96.10 173

Executed by **Grassylands Pty Ltd ACN 089994365** in accordance with s 127(1) of the *Corporations Act 2001 by authority of its directors*:

.....
Signature of Director

NICHOLAS CORCORIS
Print full name

.....
Signature of Director/Company Secretary

MICHAEL ROBB HICKIN BOMANY
Print full name

Delivered by LANDATA®, timestamp 17/05/2024 20:18 Page 36 of 36

Mortgagee's Consent

RMBL Investments Ltd as Mortgagee under instruments of mortgage no. AL508838Rconsents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its attorneys:

1) Surinder Gurdial

2) Elena Grayson

before me;

.....

Signature of Witness

Lourdes D'cruz

.....

Name of Witness

RMBL Investments Limited by two (2) of its appointed attorneys:

.....

.....

Under Power of Attorney dated 28th October 2015.
A certified copy of which is filed in Permanent order Book No 277 at page 036 Item 03.

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07/01/2019 $96.10 173

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 16 October 2024 07:25 PM

PROPERTY DETAILS

Address:	**17 STAMBRIDGE STREET TARNEIT 3029**
Lot and Plan Number:	**Lot 403 PS743455**
Standard Parcel Identifier (SPI):	**403\PS743455**
Local Government Area (Council):	**WYNDHAM** www.wyndham.vic.gov.au
Council Property Number:	**232774**
Planning Scheme:	**Wyndham** Planning Scheme - Wyndham
Directory Reference:	**Melway 359 C10**

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

Note

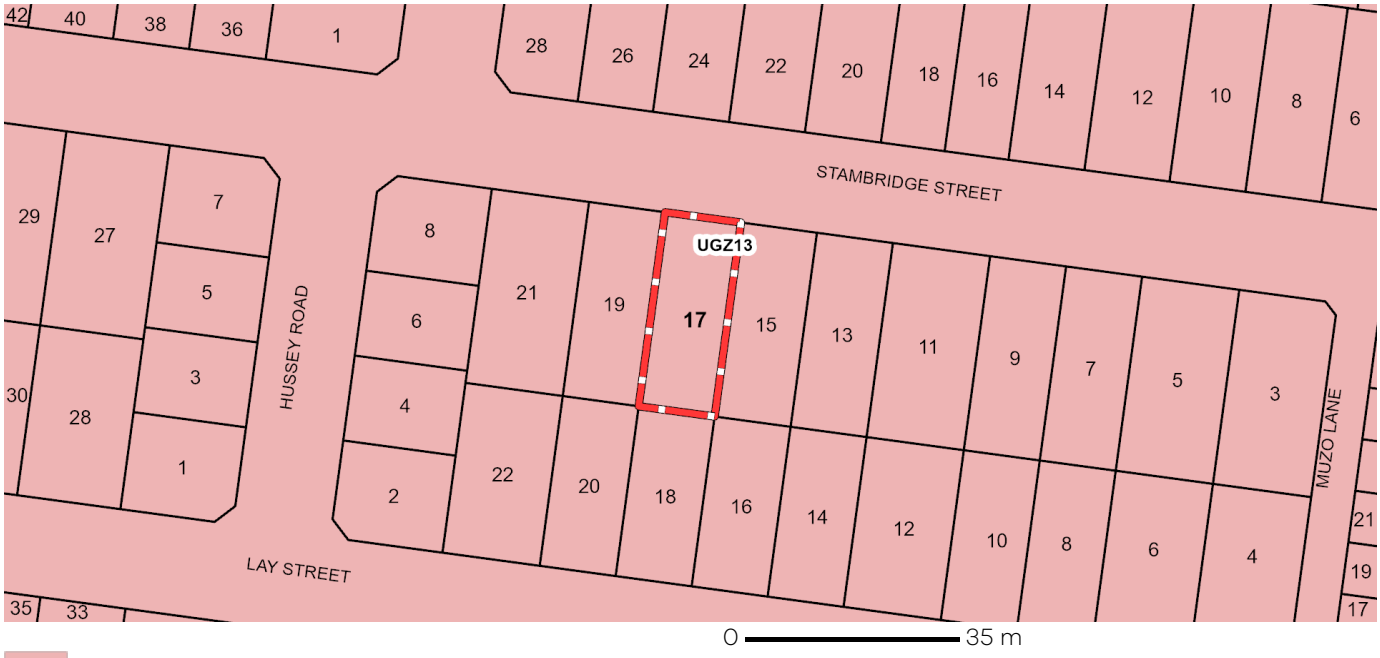
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 13 (UGZ13)



UGZ - Urban Growth

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

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

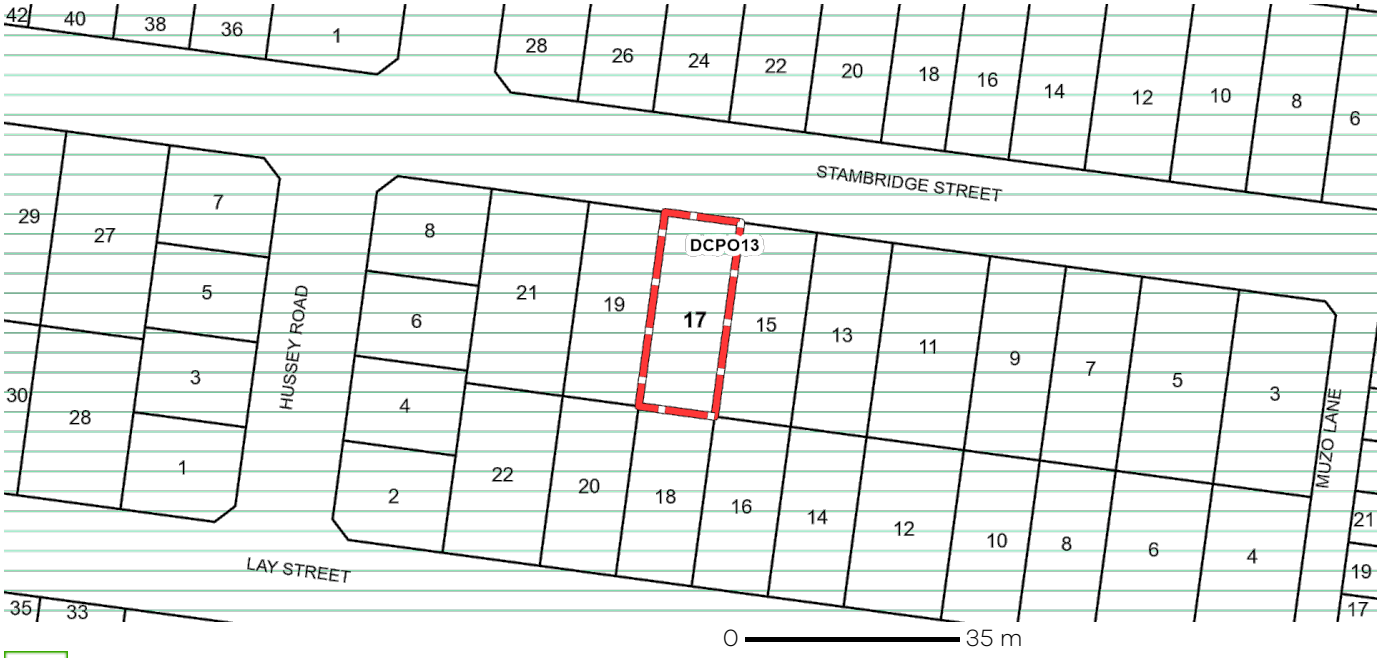
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13 (DCPO13)

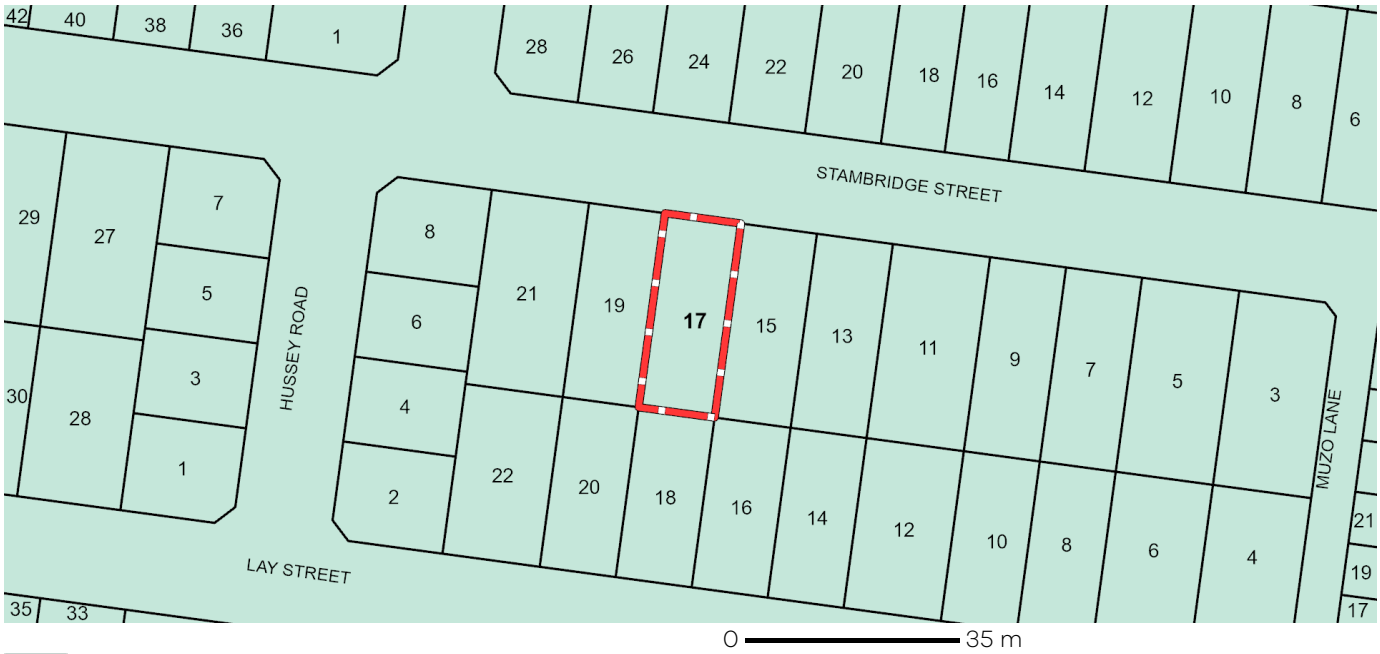


DCPO - Development Contributions Plan Overlay

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

Growth Area Infrastructure Contribution

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



Land added to the UGB since 2005

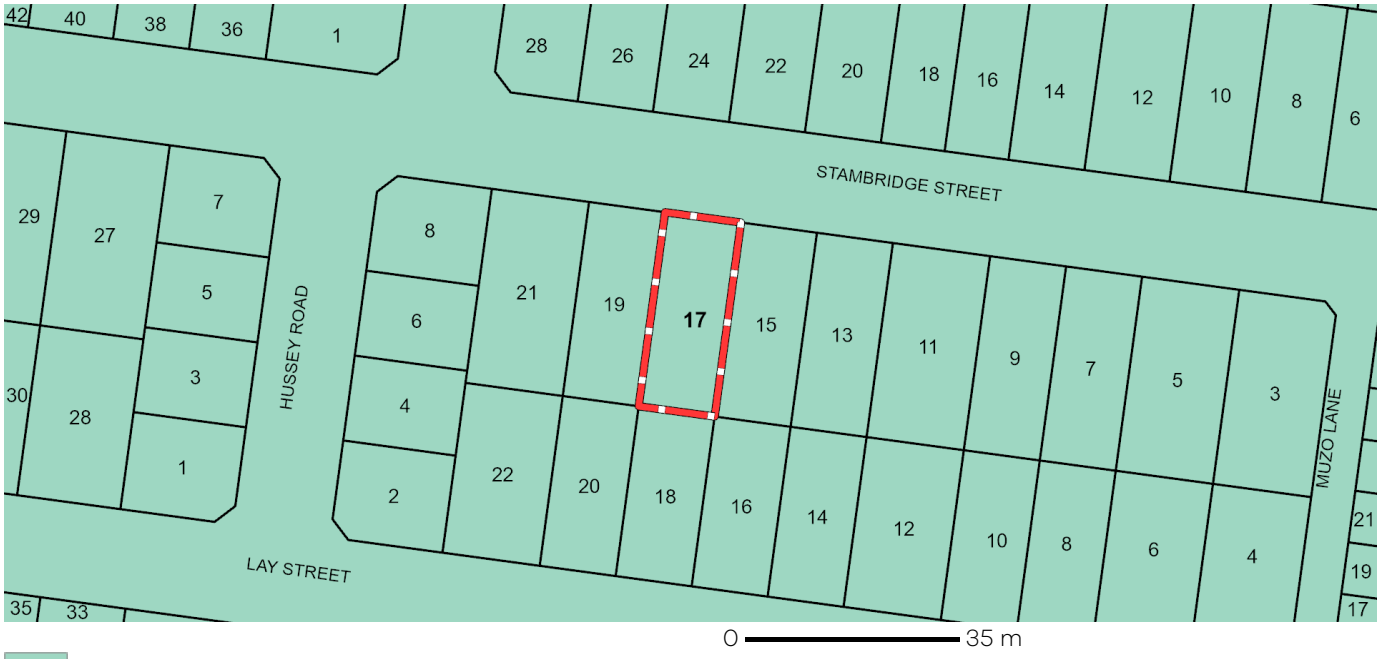
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PLANNING PROPERTY REPORT

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.
Follow the link for more details: https://nvim.delwp.vic.gov.au/BCS



Melbourne Strategic Assessment Area

Further Planning Information

Planning scheme data last updated on 7 October 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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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PLANNING PROPERTY REPORT

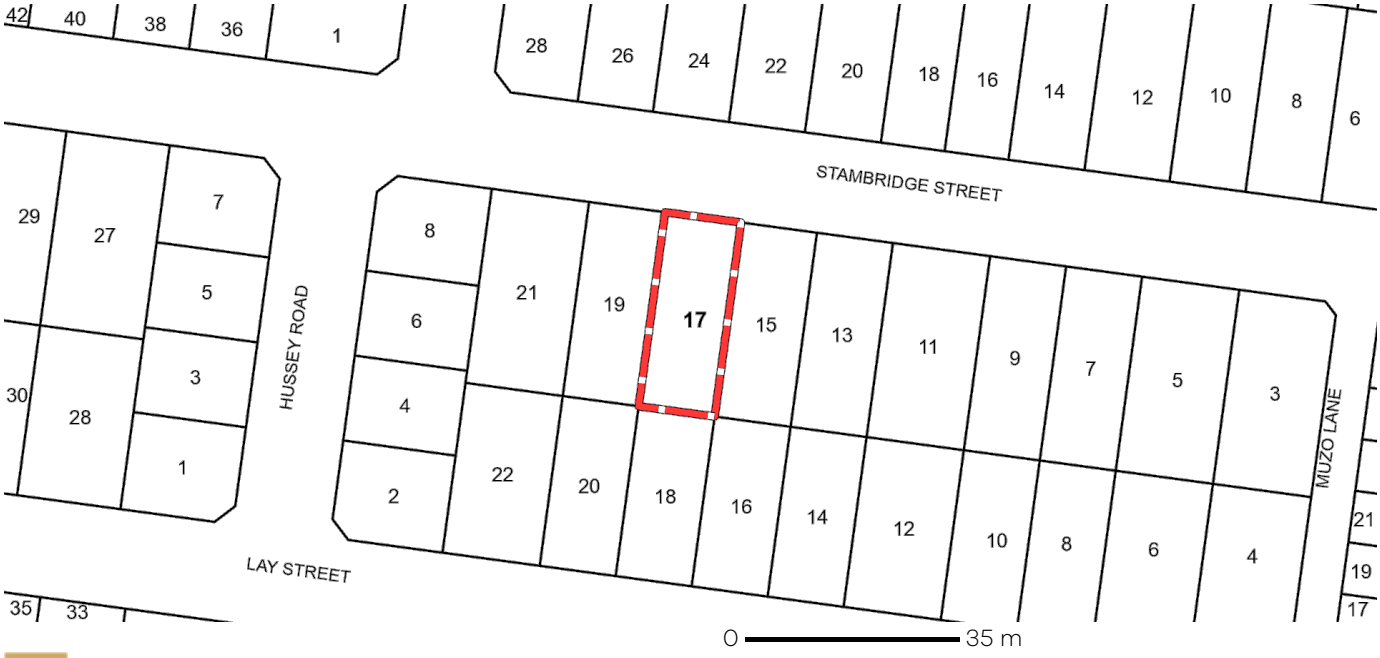
Environment, Land, Water and Planning

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

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PROPERTY REPORT

Energy, Environment and Climate Action

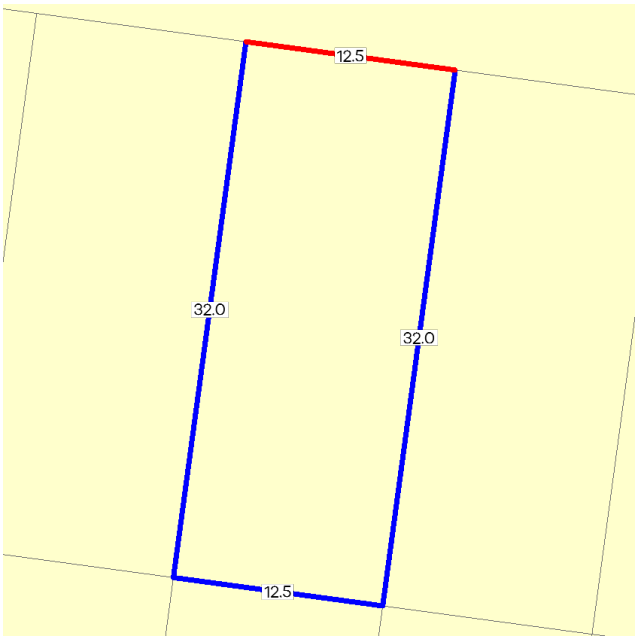
From www.land.vic.gov.au at 16 October 2024 07:25 PM

PROPERTY DETAILS

Address:	**17 STAMBRIDGE STREET TARNEIT 3029**
Lot and Plan Number:	**Lot 403 PS743455**
Standard Parcel Identifier (SPI):	**403\PS743455**
Local Government Area (Council):	**WYNDHAM** www.wyndham.vic.gov.au
Council Property Number:	**232774**
Directory Reference:	**Melway 359 C10**

SITE DIMENSIONS

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



Area: 400 sq. m
Perimeter: 89 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

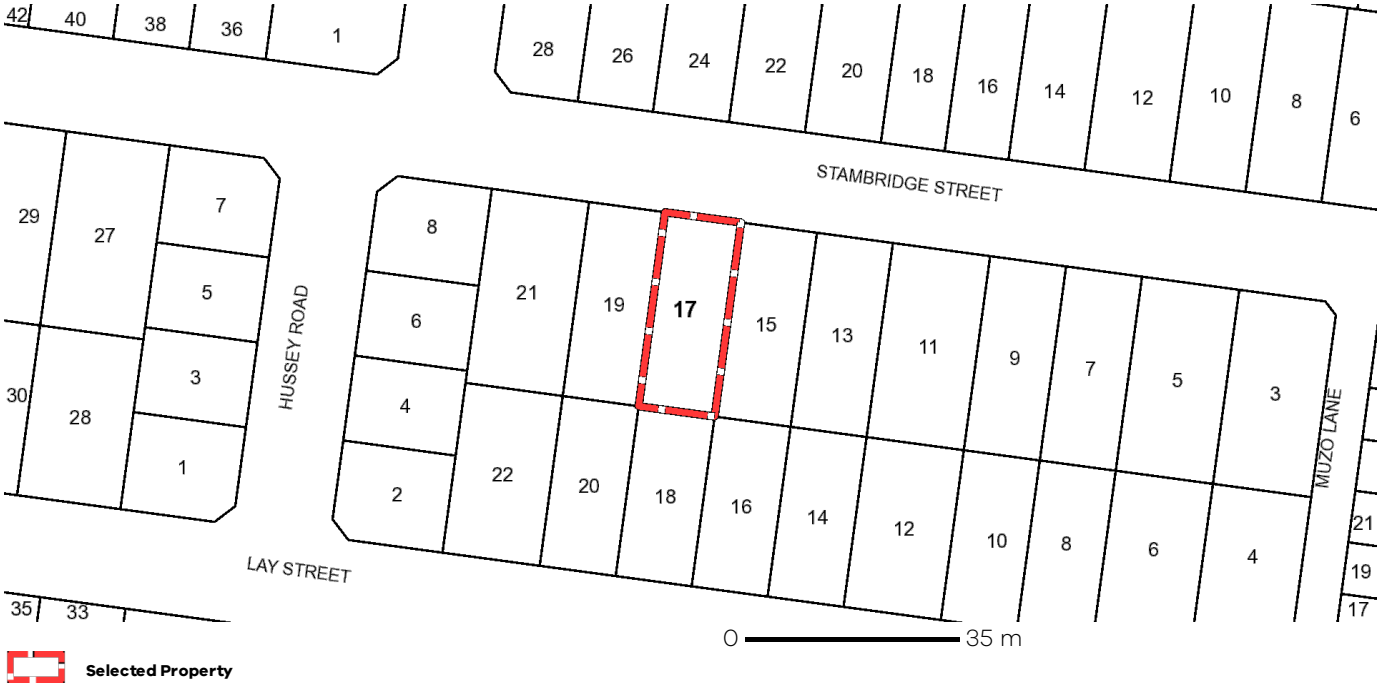
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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wyndhamcity
city. coast. country

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

General Enquiries
1300 023 411

Customer Service Centres
Civic Centre Mon - Fri 9am - 4pm
Point Cook Community Learning Centre
Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
Mon - Fri 9am - 5pm

Instalment Notice 2023 - 2024

1 July 2023 - 30 June 2024

024-3030 (77)
P

E Santoso & L Santoso
C/- Xynergy Realty - Balwyn North
277 Doncaster Rd
BALWYN NORTH VIC 3104

Assessment Number	Due Date
232774	**28/02/2024**
Bank Reference Number	
2271180	
Issue Date	232774
06/02/2024	

PROPERTY LOCATION AND DESCRIPTION
V 12162 F 544 L 403 PS 743455 Tarneit Parish
17 Stambridge Street TARNEIT VIC 3029
AVPC Code: 110

3RD INSTALMENT NOTICE

Instalment Amount Due	$506.00
Total Amount Due	**$506.00**

ARREARS OUTSTANDING	
1st Instalment 30/09/2023	**$0.00**
2nd Instalment 30/11/2023	**$0.00**
3rd Instalment 28/02/2024	**$506.00**
4th Instalment 31/05/2024	**$506.00**

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



Have your next rate notice delivered to your email.
Sign up for EzyBill at
https://wyndham.ezybill.com.au
or scan the QR code.

EZYBILL

wyndhamcity
city. coast. country

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

232774

506.00

Assessment No. 232774
Name E Santoso & L Santoso
Address 17 Stambridge Street
TARNEIT VIC 3029

3rd Instalment by 28/02/2024
$506.00

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
		BPAY BPAY VIEW	Post Billpay		

Post Billpay

Instalment *396 2271180 $506.00

Sign up to Ezybill to receive all notices electronically, and view past notices anytime at no cost (2019 to latest)
Please note as of 1st July 2023, an admin fee of $18.10 will apply per notice for any requests for copies of notices.

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

(a) 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 Councils 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.

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

BPAY BPAY VIEW
Contact your participating financial institution to make a payment.

Biller Code 76869
Reference number
2271 180

Australia Post
Post Billpay

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
2271 180

Payment in Person
Pay in person at any Wyndham City Customer Service Centre.

Civic Centre
Mon – Fri 9am – 4pm.
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.

Greater Western Water

620201-001 003103(13269) R

MS L & MS E SANTOSO
C/O XYNERGY REALTY
275-277 DONCASTER ROAD
BALWYN NORTH VIC 3104

My account number is

1253 3066 1117

Invoice No.	T661989108
Service Address	17 Stambridge Street Tarneit Lot 403 Plan 743455
Issue Date	23 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	$135.21
RECEIVED	$135.21
BALANCE	$0.00
NETWORK CHARGES	$118.99
OTHER CHARGES	$16.22
PLEASE PAY	$135.21

F-D-0020I9-0001/0002-1-000000-R-A001195376
23/04/24-08:12:07-CCSPRT_2404222105455.PRO

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		$135.21
Payments Received		
05/02/2024		-$135.21
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		
Waterways & Drainage Charge (01/04/2024 to 30/06/2024)		**Charge $** $16.22
TOTAL OTHER AUTHORITIES' CHARGES		$16.22
FINAL TOTAL, PLEASE PAY THIS AMOUNT		$135.21

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

Service Address: 17 Stambridge Street Tarneit

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1253 3066 1117

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.

AMOUNT DUE
$135.21
PLEASE PAY BY
14 MAY 2024

BPAY Biller Code: 8789 Ref: 1253 3066 1117

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: 1253 3066 1117

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

*362 125330661117

+00125330661117> +009201+ <0661989108> <0000013521> +444+

Greater Western Water

Your Water News

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.

620201-001 003103(13271)

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**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

BW&A
National Building Consultants

Regional
39 Pine Avenue
Mildura Vic 3500
ABN: 14 064 582 770
E: admin@bwanational.com.au
T: (03) 5023 5136

City
Studio 3,
47-91 Moreland Street
Footscray Vic 3012
E: info@bwanational.com.au
T: 1300 363 487

www.bwanational.com.au

Form 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

To: Owner: Lidya & Erlyna Santoso
PO Box 177 Deer Park East VIC 3023 Australia

Agent: Tribeca Homes Pty Ltd
PO Box 177 Deer Park VIC 3023 Australia

From: PRIVATE BUILDING SURVEYOR BRENT WILLIAMS
BRENT WILLIAMS AND ASSOCIATES

Property Details: Lot 403, 17 Stambridge Street Tarneit VIC 3029 Australia
Wyndham City Council

Title Details: LP/PS:PS 743455M Volume:12162 Folio:544

Project Description: Construction of Dwelling & Garage

Building permit details
Building permit number: 5698874047301 Version of BCA applicable to building permit: 2019

Building Details
Part of building: As per plans **Permitted use:** Residential **BCA Class of building:** 10a
Type of construction: N/A **Rise in storeys:** N/A **Effective height:** N/A
Persons Accommodated for: N/A

Reporting authorities
The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Wyndham City Council	Application for Legal Point of Stormwater Discharge	133 (610)

Suitability for occupation
At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor

Name: Brent Williams
Address: 39 Pine Avenue Mildura Vic 3500
Email: admin@bwanational.com.au
Building practitioner registration no.: BS-U 1062
Date of final inspection 7 August 2020

Signature:



Occupancy Permit no. 5698874047301
Date of issue: 7 August 2020

BW&A
National Building Consultants

Regional
39 Pine Avenue
Mildura Vic 3500
ABN: 14 064 582 770
E: admin@bwanational.com.au
T: (03) 5023 5136

City
Suite 305
221 Sturt Street
Southbank Melbourne 3006
E: info@bwanational.com.au
T: 1300 363 487

www.bwanational.com.au

16/01/2020

File Number: BP20191244

Tribeca Homes Pty Ltd
PO Box 177
Deer Park VIC 3023

BUILDING PERMIT APPROVED FOR THE PROPOSED BUILDING WORK

Lot 403, 17 Stambridge Street Tarneit VIC 3029 Australia

Construction of Dwelling & Garage

Dear Sir/Madam: Tribeca Homes Pty Ltd

I am pleased to advise you that Building Permit No BS-U 1062/5698874047301 has been issued for the works mentioned above at the above address.

Copies of the approved documentation are enclosed for your records.

Please ensure that one set of approved documents is kept on-site, in a secure location and accessible by our inspector when carrying out a mandatory inspection.

To request a mandatory inspection, please contact our office on 03 50235136, 48 hours notice would be appreciated.

Thank you again for choosing BWA for your building permit services. We value your business and appreciate your ongoing support.

If you have any query in relation to this project, please contact our office for assistance.

Yours faithfully,
Trent Gebhart

Assistant Building Surveyor

BW&A
National Building Consultants

Regional
39 Pine Avenue
Mildura Vic 3500
ABN: 14 064 582 770
E: admin@bwanational.com.au
T: (03) 5023 5136

City
Studio 3,
47-91 Moreland Street
Footscray Vic 3012
E: info@bwanational.com.au
T: 1300 363 487

www.bwanational.com.au

Application Number: BP20191244

FORM 2
Regulation 37(1)
Building Act 1993
Building Interim Regulations 2018

Building Permit No. BS-U 1062/5698874047301 16 January 2020

Issue to

Agent of Owner	**Tribeca Homes Pty Ltd**	
Postal Address	**PO Box 177 Deer Park**	Postcode **3023**
Email	**genevieve.hall@tribecahomes.com.au**	
Contact Person	**Genevieve Hall**	Telephone **03 8358 4175**

Ownership Details

Owner	**Lidya & Erlyna Santoso**	
Postal Address	**PO Box 177 Deer Park East**	Postcode **3023**
Email	**erlyna.santoso@gmail.com**	
Contact Person	**Lidya & Erlyna Santoso**	Telephone **6285100865500**

Property Details

Number **17**	Street/Road **Stambridge Street**	Suburb **Tarneit**	Postcode **3029**
Lot/s **403**	LP/PS **PS 743455M**	Volume **12162**	Folio **544**

Municipal District **Wyndham City Council**

Builder

Name	**Tribeca Homes Pty Ltd**	Telephone **03 8358 4175**
Address	**PO Box 177 Deer Park**	Postcode **3023**

Details of Building Practitioners and Architects

a) To be engaged in the building work[3]

Name	Category/class	Registration Number
Tribeca Homes Pty Ltd	Domestic Builder - Unlimited (Company Reg)	CDB-U 53097

b) Were engaged to prepare documents[4]

Name	Category/class	Registration Number
Gordana Borkovic Buratt Consulting Engineers	Engineer	EC 31530

Details of Domestic Building Work Insurance[5]

The issuer or provider of the required insurance policy is: **HIA Insurance** Services Pty Ltd
Insurance policy number : **C482016**
Insurance policy date : **11/12/2019**

Details of Relevant Planning Permit

Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

Nature of Building Work: Construction of Dwelling & Garage

Type of construction: **N/A**	Rise in storeys: **N/A**	Effective height: **N/A**

Storeys contains: **1**
Version of BCA applicable to permit: **2019**
Cost of Building Work: **$245,980.00** Total floor area of new building work in m²: **189**

Conditions and Required Certificates

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

BCA Class

Part of Building: **As per plans**	Class: **1ai**	Use: **Residential**
Part of Building: **As per plans**	Class: **10a**	Use: **Residential**

Prescribed Reporting Authorities
The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Wyndham City Council	Application for Legal Point of Stormwater Discharge	133 (610)

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

Inspection Requirements[3]
The mandatory inspection notification stages are:
1. Pre-Steel
2. Steel
3. Frame
4. Final

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion
This building work must commence by 16 January 2021

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

This building work must be completed by 16 January 2022

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

Relevant Building Surveyor
Name: **Brent Williams**
Address: **39 Pine Avenue Mildura Vic 3500**
Email: **admin@bwanational.com.au**
Building practitioner registration no.: **BS-U 1062**

Permit no.:**BS-U 1062/5698874047301** Date of issue of permit: **16 January 2020**



Notes

Note 1 Under Regulation 42 an owner of a building of land, for which a building permit has been issued. must notify the relevant building surveyor within 14 days after any change In the name or address of the owner or of the builder carrying out the building work. The penalty for non·compliance is 10 penalty units;

Note 2 Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3 Include building practitioners with continuing involvement in the building work.

Note 4 Include building practitioners with no further Involvement in the building work.

Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work Is more than $16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993.**

Annexures 'A'
Conditions of Approval
Building Permit No. BS-U 1062/5698874047301 Issued 16 January 2020

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

1. All works authorised by this Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia current edition (BCA) other relevant codes and any Local Laws of the Municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.
2. All construction shall meet the performance requirements of Section 2 /B.1 as applicable, of the Building Code of Australia.
3. All timber framing to comply with AS 1684.2 – National Timber Manual 2006
4. The building is in an area designated by the Municipality as likely to be subject to infestation by termites and shall be protected in accordance with Building Code of Australian B1.4 (i).
5. Roof Truss Details, computations and layout are to be provided prior to frame inspection being carried out or frame inspection being approved.
6. Home Warranty Insurance applies in relation to building work approved by this permit.
7. Sanitary facilities for workmen shall be provided on the construction site for the duration of the project.
8. The builder must ensure that all energy efficiency requirements listed in the energy efficiency report have been complied with and a signed copy of the compliance certificate is to be submitted to this office.
9. The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of those authorities.
10. Solar Hot Water Service to comply with Energy provisions of the Building Regulations 2018. NOTE: The type of Solar Hot Water Service to be installed must comply with the Plumbing Regulations applicable at the time of installation.
11. The owner and/or builder shall be responsible to define, the boundaries of the allotment
12. All site cuts to be graded to an angle that self supports the existing ground to the satisfaction of the Building Surveyor or otherwise approved retaining walls to be erected.
13. Self-contained Smoke Detectors must be installed in a Class 1 Building, on or near the ceiling in any storey containing bedrooms:
    i) Between each part of the dwelling containing bedrooms and the remainder of the dwelling; and any other storey (Ref Section 3.7.5 of the BCA)
14. Down pipes must be installed in accordance with Clause 3.5.2.5 of the BCA and overflow provisions made for the spouting if the down pipes are located further than 1.2mt from a valley. Such down pipes shall be directed to an underground drainage system discharging to a legal point to the satisfaction of the Building Surveyor.
15. Upon completion of the building works you are required to submit the following documentation:
    a) A final clearance from the Environmental Health Section for the installation of the Septic Tank.
    b) A Certificate of Completion under Section 221ZH of the Building Act 1993 for plumbing work on this project to be supplied on completion and prior to occupancy and use.

BW&A
National Building Consultants

Regional
39 Pine Avenue
Mildura Vic 3500
ABN: 14 064 582 770
E: admin@bwanational.com.au
T: (03) 5023 5136

City
Suite 305
221 Sturt Street
Southbank Melbourne 3006
E: info@bwanational.com.au
T: 1300 363 487

www.bwanational.com.au

BUILDING SURVEYOR/PRINCIPLE CERTIFYING AUTHORITY

Brent Williams

BS-U 1062

39 Pine Avenue, Mildura

03 50235136

PROPERTY ADDRESS:
Lot 403, 17 Stambridge Street Tarneit VIC 3029 Australia

Building Permit No: BS-U 1062/5698874047301

Issue Date: 16 January 2020

BUILDER/PRINCIPLE CONTRACTOR

Tribeca Homes Pty Ltd

CDB-U 53097

Phone No. 03 8358 4175

UNAUTHORISED ENTRY TO THE WORK SITE IS PROHIBITED

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T: 1300 363 487

www.bwanational.com.au

FORM 15
Regulation 186(1)
Building Act 1993
Building Regulations 2018

APPLICATION FOR OCCUPANCY PERMIT/ CERTIFICATE OF FINAL INSPECTION

To
Relevant Building Surveyor
Name: Brent Williams **Class:** BS-U **Registration no.:** 1062

From
This application is made by the agent of the owner of the property.

Name of Applicant: Tribeca Homes Pty Ltd
Telephone: 03 8358 4175
Email: genevieve.hall@tribecahomes.com.au
Contact person (if applicant not a natural person): Genevieve Hall

In accordance with section 42/section 54 of the **Building Act 1993**, Can I apply for an occupancy permit/certificate of final inspection for the *building/* situated at—

Property details:

Number **17**	Street/Road **Stambridge Street**	Suburb **Tarneit**	Postcode **3029**
Lot/s **403**	LP/PS **PS 743455M**	Volume **12162**	Folio **544**
Municipal District **Wyndham City Council**			

Building Permit details
Permit no. BS-U 1062/5698874047301

Building practitioners and architects who were engaged in the building work

Name	Category/Class	Registration no.
Tribeca Homes Pty Ltd	Domestic Builder - Unlimited (Company Reg)	CDB-U 53097
Gordana Borkovic	Engineer	EC 31530

Use applied for

Part of building	Proposed use	BCA Class of building
As per plans	Residential	1ai
As per plans	Residential	10a

Certificates of Compliance
Copies of compliance certify cates for plumbing work and electrical work are attached in accordance with regulation 186(2)(b).

Signature of Agent of Owner: Genevieve Hall

Requested Date of Inspection: ..... / ..... / ..... **Time**: ..... **AM / PM**

Access Available By: .....

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

Domestic Building Insurance

Certificate of Insurance

Lidya Santoso, Erlyna Santoso

PO Box 177
DEER PARK
VIC 3023

Policy Number:
C482016

Policy Inception Date:
11/12/2019

Builder Account Number:
006080

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**Lot 403 Stambridge Street TARNEIT VIC 3029 Australia**
Carried out by the builder:	**TRIBECA HOMES (VIC) PTY LTD**
Builder ACN:	**151370160**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**Lidya Santoso, Erlyna Santoso**
Pursuant to a domestic building contract dated:	**17/07/2019**
For the contract price of:	**$ 245,980.00**
Type of Cover:	**Cover is only provided if TRIBECA HOMES (VIC) PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated:11/12/2019
OFFICE USE ONLY: COI-0717-1

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

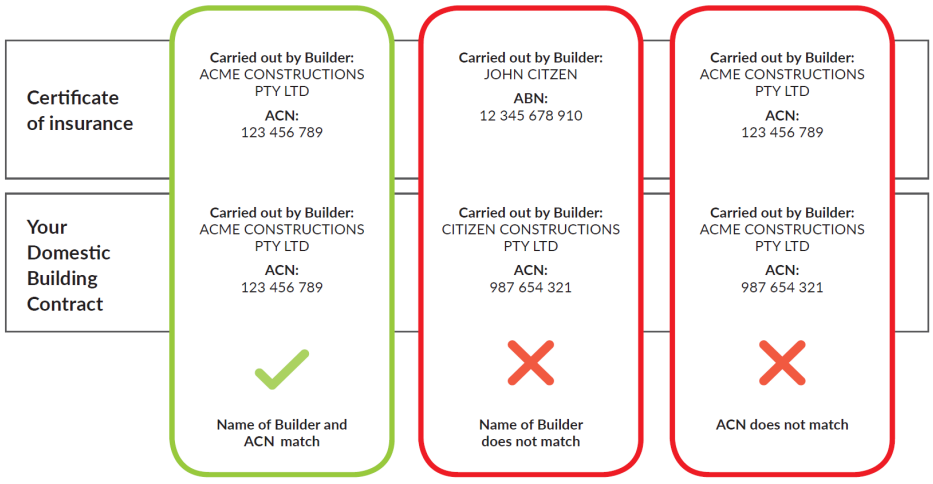
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$1,255.00**
GST:	**$125.50**
Stamp Duty:	**$138.05**
Total:	**$1,518.55**

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424