

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 3 LISMORE Road POINT COOK VIC 3030

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

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

Print name of person signing CHEE HENG CHOO and THAI LEE WONG

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

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

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

XYNERGY REALTY

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

VENDOR

CHEE HENG CHOO and THAI LEE WONG

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

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

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-24/33863 Email: settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11861/018	2770	PS 747878K

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
3 Lismore Road Point Cook Vic 3030

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

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

PAYMENT

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 5.1)

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

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

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

TERMS CONTRACT (general condition 30)

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

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

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

Lender:

Loan amount: \$

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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

1. Purchaser's inspection and investigation.

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

WARRANTY BY VENDOR

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

CLAIMS BY PURCHASER

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

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

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

4. Rescheduled Settlement

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

5. Adjustments

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

6. Duties Form

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

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

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

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

8. Amendments

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

9. GC 23 – special condition

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

10. GC 28 – special condition

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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 in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

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

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

The vendor 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 lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred 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.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

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

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.

2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.

3. The vendors have a reserve price.

4. As the Auctioneer, I will indicate bidders on request.

5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.

7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.

8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SECTION 32 **STATEMENT**

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

Vendor:	CHEE HENG CHOO and THAI LEE WONG
----------------	----------------------------------

Property:	3 LISMORE Road POINT COOK VIC 3030
------------------	------------------------------------

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East

ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-24/33863

SECTION 32 STATEMENT
3 LISMORE ROAD POINT COOK VIC 3030

32A FINANCIAL MATTERS

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

- (a) Their total does not exceed: \$5,000
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
 - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
 - See attached certificate

32B INSURANCE

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

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

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

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

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

SECTION 32 STATEMENT
3 LISMORE ROAD POINT COOK VIC 3030

(b) BUSHFIRE

This land is in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) PLANNING

Planning Scheme: WYNDHAM PLANNING SCHEME
Responsible Authority: WYNDHAM CITY COUNCIL
Zoning: GRZ General Residential Zone
Planning Overlay/s: See attached reports

32D NOTICES

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

32E BUILDING PERMITS

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

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
3 LISMORE ROAD POINT COOK VIC 3030

32H SERVICES

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

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

32I TITLE

Attached are the following document/s concerning Title:

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

SECTION 32 STATEMENT
3 LISMORE ROAD POINT COOK VIC 3030

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

CHEE HENG CHOO and THAI LEE WONG

Signature/s of the Vendor

x

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

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

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

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

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

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

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

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

VOLUME 11861 FOLIO 018

Security no : 124118158797D
Produced 11/09/2024 10:53 AM

LAND DESCRIPTION

Lot 2770 on Plan of Subdivision 747878K.

PARENT TITLES :

Volume 11692 Folio 382 Volume 11692 Folio 558

Volume 11692 Folio 560 to Volume 11692 Folio 561

Volume 11828 Folio 591

Created by instrument PS747878K 15/03/2017

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

CHEE HENG CHOO

THAI LEE WONG both of 1 JALAN PJS 9/F BANDAR SUNWAY PETALING JAYA SELANGOR

MALAYSIA 46150

AQ576445J 21/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS747878K 15/03/2017

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

AH512435B 22/09/2010

DIAGRAM LOCATION

SEE PS747878K 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: 3 LISMORE ROAD POINT COOK VIC 3030

DOCUMENT END

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PLAN OF SUBDIVISION	EDITION 1	PS 747878K
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<p>LOCATION OF LAND</p> <p>PARISH: DEUTGAM</p> <p>SECTION: C CROWN ALLOTMENT: 4A (PART)</p> <p>NO SECTION CROWN ALLOTMENT 2053 (PART)</p> <p>TITLE REFERENCE: C/T VOL 11692 FOL 382 VOL 11692 FOL 558 VOL 11692 FOL 560, VOL 11692 FOL 561 VOL 11828 FOL 591</p> <p>LAST PLAN REFERENCE: LOT C ON PS 739558A LOTS D, F & G ON PS 739598M LOT H ON PS 739551Q</p> <p>POSTAL ADDRESS: HACKETTS ROAD (at time of subdivision) POINT COOK, VIC. 3030</p> <p>MGA94 CO-ORDINATES: E: 299 600 ZONE: 55 (of approx centre of land N: 5 801 600 in plan)</p>	<p>Council Name: Wyndham City Council</p> <p>Council Reference Number: WYS3549/16 Planning Permit Reference: planning permit not required SPEAR Reference Number: S080231V</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 06/05/2016</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification</p> <p>Digitally signed by: Annette Susan Monk for Wyndham City Council on 31/10/2016</p>
--	---

VESTING OF ROADS AND/OR RESERVES	Notations
---	------------------

IDENTIFIER	COUNCIL/BODY/PERSON	
ROAD R-1	Wyndham City Council	LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES. LOTS 1 TO 2744, A TO O (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

NOTATIONS

DEPTH LIMITATION: 15.24 metres below the surface applies to Crown Allotment 4A
15 metres below the surface applies to Crown Allotment 2053

SURVEY:
This plan is based on survey

STAGING:
This is not a staged subdivision
Planning Permit No. WYP 4697/11.01

This survey has been connected to permanent marks No(s). 523, 547, 721, 724, 770,
771, 772, 780, 819 & MMB 6040

In Proclaimed Survey Area No. -

EASEMENT INFORMATION

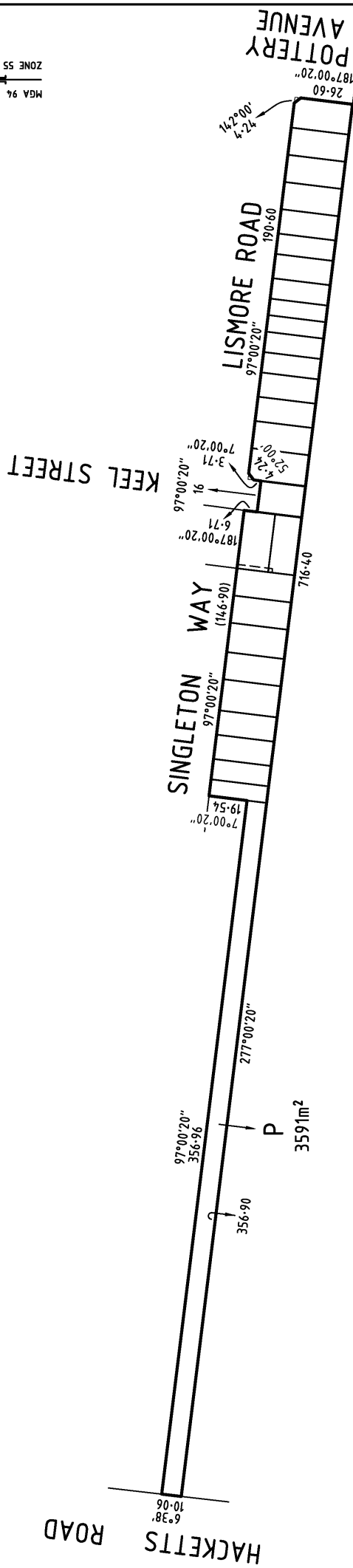
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Sewerage	See Diag.	This Plan	City West Water Corporation

FEATHERBROOK ESTATE - STAGE 27B (27 LOTS)	AREA OF STAGE - 1.052ha
--	--------------------------------

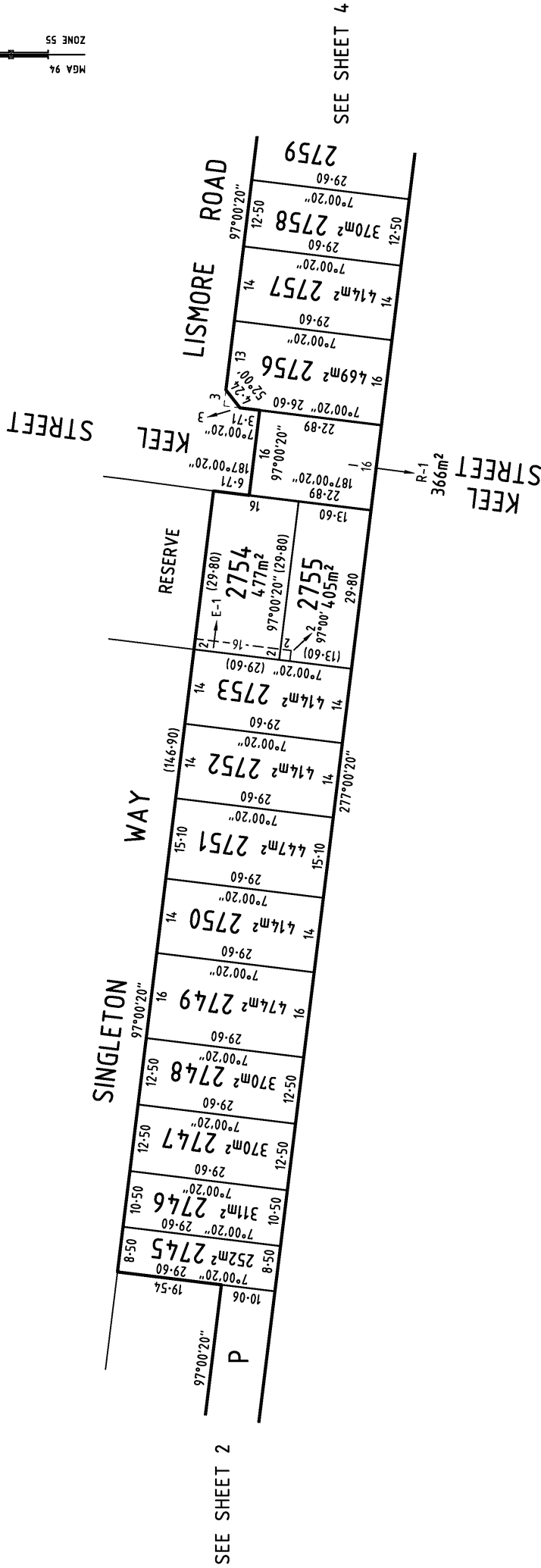
<p>469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>	SURVEYORS FILE REF: 301937SV00	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
	Digitally signed by: Mark Oswald Stansfield (Spiire Australia Pty Ltd), Surveyor's Plan Version (2), 28/06/2016		PLAN REGISTERED TIME: 3.21PM DATE: 15/03/2017 GARY M ROBERTSON Assistant Registrar of Titles

PS 747878K



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<p>Digitally signed by: Mark Oswald Stansfield (Spire Australia Pty Ltd), Surveyor's Plan Version (2), 28/06/2016</p>	<p>Digitally signed by: Mark Oswald Stansfield (Spire Australia Pty Ltd), Surveyor's Plan Version (2), 28/06/2016</p>	<p>Digitally signed by: Mark Oswald Stansfield (Spire Australia Pty Ltd), Surveyor's Plan Version (2), 28/06/2016</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>SHEET 2</p>

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SCALE
 1: 750

7.5 0 7.5 15 22.5 30
 LENGTHS ARE IN METRES

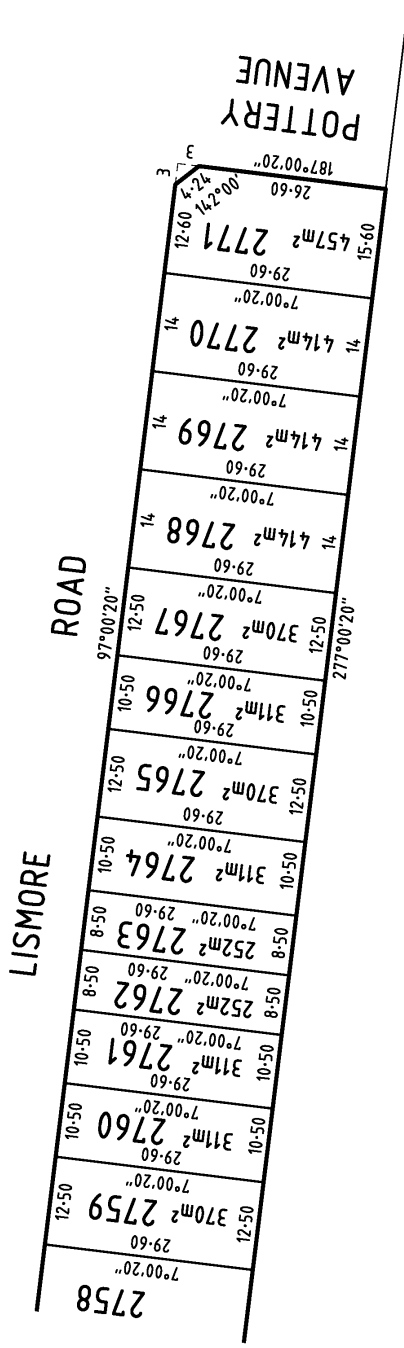
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SHEET 3

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SEE SHEET 3

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Scale 1:750
 Lengths are in metres
 0 7.5 15 22.5 30

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 SHEET 4

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PS 747878K**CREATION OF RESTRICTION No 1**

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

Table of Land Burdened and Land Benefited :

Burdened Lot	Benefited Lot	Burdened Lot	Benefited Lot
2745	2746	2759	2758, 2760
2746	2745, 2747	2760	2759, 2761
2747	2746, 2748	2761	2760, 2762
2748	2747, 2749	2762	2761, 2763
2749	2748, 2750	2763	2762, 2764
2750	2749, 2751	2764	2763, 2765
2751	2750, 2752	2765	2764, 2766
2752	2751, 2753	2766	2765, 2767
2753	2752, 2754, 2755	2767	2766, 2768
2754	2753, 2755	2768	2767, 2769
2755	2753, 2754	2769	2768, 2770
2756	2757	2770	2769, 2771
2757	2756, 2758	2771	2770
2758	2757, 2759		

Description of Restriction:

1) The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

i) build or erect or allow to be built or erected any building or structure other than a building or structure which is built or erected in accordance with the Building Envelopes contained in Memorandum of Common Provisions registered in dealing No. AA3016 except with the written consent of the Responsible Authority.

ii) construct more than one dwelling on any lot on this plan

iii) build or erect or allow to be built or erected any building or structure other than a building or structure which is built or erected in accordance with the provisions of the Featherbrook Estate Design Guidelines

2) The Restrictions shall cease to have affect 10 years after the date of registration of this plan.



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28/06/2016

ORIGINAL SHEET
SIZE: A3

SHEET 5

Digitally signed by:
Wyndham City Council,
31/10/2016,
SPEAR Ref: S080231V



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Form 18

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

Section 181 Planning and Environment Act 1987

Lodged by

Name: Wyndham City Council.....
Phone: (03) 97420941.....
Address: Civic Centre, 45 Princes Highway, Werribee VIC 3030.....
Ref: 75/001/160.....
Customer Code: 9898T.....


The Authority having made an agreement referred to in Section 181[1] of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 7788 Folio 167
Certificate of Title Volume 11149 Folio 628

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

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

A copy of the agreement is attached to this application.

Signature for the Authority: .....
Name of officer: Kerry Thompson.....
Office held: Chief Executive Officer
Date: 5/7/2010.....

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PLANNING AGREEMENT

**B.T.N. DEVELOPMENTS PTY LTD
ACN 084 283 894**

("THE OWNER")

and

WYNDHAM CITY COUNCIL

THIS AGREEMENT is made the *5th* day of *July 2010* pursuant to Section 173 of the *Planning and Environment Act 1987* ("**the Act**").

PARTIES:

1. **Wyndham City Council** of Civic Centre, 45 Princes Highway, Werribee, Victoria 3053 ("**the Responsible Authority**"); and
2. **B.T.N. Developments Pty Ltd** of 799 Richmond Road, Marsdon Park, New South Wales 2765 ("**the Owner**")

3. **RECITALS:**

- A. The Responsible Authority is responsible for the administration and enforcement of the Wyndham planning scheme ("**the planning scheme**") pursuant to the provisions of the Planning and Environment Act 1987 ("**the Act**").
- B. The Owner is the registered proprietor of the land known as Lot 1 Hacketts Road, Point Cook and described in certificates of title volume 7788 folio 167, and volume 11149 folio 628 ("**the land**").
- C. The Owner and the Responsible Authority agree that development contributions shall be made generally in accordance with "The Policy Framework for Infrastructure Financing in the City of Wyndham" ("**the policy framework**") dated 21 October 1996 or any subsequent replacement policy.
- D. The Owner and the Responsible Authority record their agreement on the terms set out in this deed.

IT IS AGREED THAT:

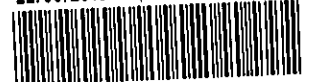
1. Without limiting the operation or effect which this agreement otherwise has, the parties acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.
2. This agreement shall come into force immediately following rezoning of the land to a Residential 1 Zone and shall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

Interpretation

3. The parties agree that in the interpretation of this agreement:
 - 3.1 The expression "**Owner**" shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner with respect to the land of which it is registered as proprietor shall also be binding on its successors, transferees, Purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the land ("**the successors**") as if each of those successors had separately executed this agreement;

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- 3.2 **“Community infrastructure”** means community meeting and activity centres (but not attached pre-schools or maternal or child health centres); indoor leisure and recreation centres; swimming pools or aquatic centres; lawn bowls and other more intensive recreation facilities; libraries; tennis courts and change facilities; and other high standard (non-basic) sporting facilities, including the extra cost of special playing surfaces, pavilions and clubrooms for sports grounds, and specialised developments like aquatic and athletics facilities but excludes the facilities in **“other development infrastructure”**;
 - 3.3 **“Development”** means the development carried out on the land in accordance with the development plan;
 - 3.4 **“Development contributions”** mean the contributions that will be made by the Owner towards the provision of infrastructure as set out in the Schedule to this agreement and as provided for under clauses 8.1 and 8.2;
 - 3.5 **“Development Plan”** means the plan endorsed under clause 43.04 of the Wyndham Planning Scheme, in respect of the land.
 - 3.6 **“Gross developable area”** means the area as described in the notes to The Schedule;
 - 3.7 **“Other development infrastructure”** means land for community facilities; basic improvements to public open space, including earthworks, landscaping, fencing, seating and playground equipment; and buildings and works for maternal and child health centres; child care centres; kindergartens; and any of these in combination.
 - 3.8 **“Roads and major pathways”** means road and traffic works on arterial and sub-arterial roads and major connecting pathways that need to be provided or upgraded as a consequence of urban development in the Point Cook area, including the development and use of the land; and
 - 3.9 **“Land”** means the land referred to in recital B.
4. The parties agree that in the interpretation of this agreement:
 - 4.1 The singular includes the plural and the plural includes the singular;
 - 4.2 A reference to a gender includes a reference to each other gender;
 - 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
 - 4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally;
 - 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
 - 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this agreement; and

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- 4.7 The recitals to this agreement are and will be deemed to form part of this agreement including any terms defined within the recitals.

Jurisdiction

5. For the purposes of this agreement, the parties acknowledge that they are subject to the jurisdiction of the Act, the Victorian courts and the Victorian Civil and Administrative Tribunal for the enforcement of this agreement.

Severability

6. Notwithstanding clause 1, and in the event that this agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a court of competent jurisdiction in the State of Victoria.
7. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this agreement shall remain operative.

Undertakings of the parties

8. The Owner agrees:

- 8.1 To make contributions towards the provision of infrastructure as set out in the Schedule to this agreement, to the satisfaction of the Responsible Authority; and
- 8.2 To pay a contribution towards the provision of major active open space in accordance with the requirements of the Schedule, sufficient to constitute a total contribution of 7.5% of the gross developable area as neighbourhood and sporting open space, to the satisfaction of the Responsible Authority. This payment includes any contributions due under Section 18 of the Subdivisions Act (1988).

9. The parties agree:

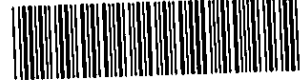
- 9.1 That where contributions are stated in this agreement as being made “to the satisfaction of the Responsible Authority”, this is strictly confined to the manner of their implementation and administration and is not to be interpreted in any other way which may serve to vary the quantum of contributions, either up or down.

- 9.2 That in the event that any part of the land is to be acquired from the Owner by the Responsible Authority for the purpose of providing either:

- 9.2.1 An upgrade to the arterial road network servicing the land; or

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9.2.2 'Other development infrastructure' or 'community infrastructure' facilities of the types being funded by the 'other development' and 'community infrastructure' levies payable by the Owner pursuant to this agreement,

the value of such part or parts of the land (as determined pursuant to clause 9.2) can be allocated as a credit towards the same class of contributions payable by the Owner pursuant to this agreement (for example, land for road widening can be credited towards contributions required for roads);

9.3 That for the purpose of clauses 9.2.1 and 9.2.2, the value of any part of the land to be acquired by the Responsible Authority shall be fixed at \$176,080 per hectare (\$17.61 per square metre) adjusted by the increase in the consumer price index (all groups Melbourne) between the September 2009 quarter and the most recently issued quarterly index prior to the date on which the land acquisition is to take place. The Owner accepts the basis for establishing the value at which land is to be acquired as set out in this clause because it represents the same basis as that used by the Responsible Authority to assess the level of the various contributions payable by the Owner pursuant to this agreement;

9.4 That in the event that any part of the development constitutes a 'retirement village', an assumed maximum density of 15 lots per net developable hectare will apply as long as at least 1 square metre per dwelling in indoor communal recreation space, and 12 square metres per dwelling in outdoor communal recreation space, in areas of at least 500 square metres each, are provided. In such circumstances, this maximum density will be applied to the following contributions:

9.4.1 community infrastructure - \$12,300 per net developable hectare

9.4.2 other development infrastructure - \$14,850 per net developable hectare;

9.5 That in the event of the Responsible Authority accepting that the Owner may undertake works in lieu of payment of some of the monies which are required to be contributed by the Owner under clause 8.1 of this agreement, the Owner undertakes:

9.5.1 to prepare plans ("**the works plans**") in accordance with the policy framework, at a cost agreed by the Responsible Authority, addressing items of infrastructure identified in the Schedule to this agreement;

9.5.2 to submit the works plans for approval by the Responsible Authority;

9.5.3 to complete the works shown on the approved works plans to the reasonable satisfaction of the Responsible Authority; and

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- 9.5.4 to arrange for the works shown on the approved works plans to be carried out under the direct supervision of the Chief Executive Officer of the Responsible Authority (“**the CEO**”) or the CEO’s delegate or nominee to the satisfaction of the Responsible Authority;
- 9.6 That works in lieu will be acceptable only to the extent to which they comprise:
- 9.6.1 whole items of funded infrastructure, or partial items, whose construction creates cost-effective, functional and safe increments of the completed items;
- 9.6.2 a legitimate priority, considering the needs of the growth front, the item’s place in Council’s Capital Works Program (if defined) and the Owner’s needs where the item is integral and vital to the project; and
- 9.6.3 all or part of the final configuration of the relevant categories of infrastructure set out in the schedule to this agreement. Works which are of a merely temporary nature will not be recognised for the purposes of determining the value to be attributed to works in lieu of contributions, but where viable components of temporary works will be salvageable or form part of the final configuration, they may be acceptable to that extent.
- 9.7 That the value of the works in lieu to be attributed towards part satisfaction of the obligation of the Owner to make contributions under clause 8.1 is to be the GST exclusive cost of those works in lieu;
- 9.8 That if the Owner fails to comply with any of the provisions of clauses 9.5, 9.6, and 9.7 (together with the sub-clauses contained within them) of this agreement, to the satisfaction of the Responsible Authority, the CEO or his or her delegate may cause to be served on the Owner a notice (“**the notice**”) in writing specifying those works to which the Owner is in default (“**the remedial works**”). The notice may set out the costs as estimated by the CEO or his or her delegate of carrying out the remedial works (“**the estimated costs**”) together with evidence of calculation of the estimated cost. The notice to the Owner shall only relate to the land of which the Owner is registered as proprietor;
- 9.9 That if the Owner fails to complete the remedial works in respect of the land of which the Owner is registered as proprietor within 30 days from service of the notice,
- 9.9.1 the Responsible Authority may by its staff, agents and contractors, enter onto the land and cause the remedial works to be carried out; and
- 9.9.2 the CEO or his or her delegate may cause to be served on the Owner a demand in writing (“**the demand**”) for the estimated costs;

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- 9.10 That if the Owner is served with the demand, they agree to immediately pay the amount of costs specified in the demand in respect of the land of which it is the registered proprietor;
- 9.11 That if the Responsible Authority completes the remedial works, the CEO must certify the actual costs of the remedial works and provide the Owner with substantiation of the costs;
- 9.12 That if the actual costs of the remedial works are less than the estimated costs paid by the Owner to the Responsible Authority, the Responsible Authority must pay the difference between the actual costs and estimated costs within reasonable time;
- 9.13 That where the Owner has complied with their obligations under this agreement in respect of a stage of a development of part of the land, the Responsible Authority shall advise the Titles Office that this agreement no longer applies to the part of the land in that stage of development; and
- 9.14 That contributions for community infrastructure and other development infrastructure are to be made for each dwelling. It is also agreed that, while the schedule is based on 205 dwellings (as detailed in the site yield analysis), if the eventual number of dwellings exceeds this, contributions will be payable for the additional dwellings on the same per dwelling rate as for the initial 205 dwellings.

Disputes

- 10 In the event of any dispute between the parties concerning the interpretation or implementation of this agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal (“**the tribunal**”) for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration pursuant to the Commercial Arbitration Act 1984.
- 11 Provision is made in this agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.
- 12 The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 10 and 11. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

Owner’s Covenants

- 13 The Owner warrants and covenants that:
 - 13.4 As at the date hereof, the Owner is both the registered proprietor and the beneficial Owner of the land on the proposed plan;



- 13.5 There are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the land and not disclosed by the usual searches; and
- 13.6 The Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act* 1958.

Registration of agreement

14. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Responsible Authority to register this agreement on the certificate of title to the land, in accordance with section 181 of the Act.
15. Without limiting the operation or effect which this agreement has, the Owner must ensure that until such time as this agreement is registered on the certificate of title to the land, successors in title shall be required to:
 - 15.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this agreement; and
 - 15.2 Execute under seal a deed agreeing to be bound by the terms of this agreement and upon such execution this agreement shall continue as if executed by such successors as well as by the parties to this agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

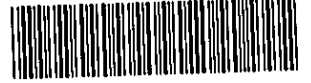
Duration of Agreement

16. When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the land or any part of the land and the Owner has paid to the Responsible Authority the applicable proportion of the development contributions set out in the Schedule, this agreement is deemed to have ended in relation to the land contained in the plan of subdivision to which the Statement of Compliance relates, subject to compliance with section 21 (1) (b) of the Subdivision Act 1988.
17. When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the land or any part of the land and the Owner has paid to the Responsible Authority the applicable proportion of the development contributions set out in the Schedule it must promptly after receiving a written request from the Owner to do so cause a Notice under Section 183 (1) of the Act to be given to the Registrar of Titles and take any other step under the Act as may be necessary to ensure that this agreement is ended in relation to the land contained in that plan of subdivision.
18. The Responsible Authority must send to the Owner a copy of the Notice referred to in clause 17 at the same time that the original part of that notice is given to the Registrar of Titles and must notify the Owner and must notify the Owner of the steps taken to ensure that this agreement is ended in respect of the land contained in any plan of subdivision to which clauses 16 and 17 shall apply.

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Notification to Successors in Title

19. The Owner will not sell, transfer, assign or otherwise part with possession of the land or any part thereof until this agreement and the section 181 application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the certificate of title to the land.
20. The Owner will not sell, transfer, assign or otherwise part with possession of the land or any part thereof without first disclosing to the intended Purchaser, transferee or assignee the existence and nature of this agreement.
21. The Owner and Responsible Authority acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the Owner are conditions on which the land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the land and bind the Owner, their successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the land and every part of the land.

Owner may apply for planning permission

22. The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the Owner to make any application under the planning scheme for permission to use and develop the land or prevent or constrain the Responsible Authority from considering and determining any such application in accordance with the requirements of the planning scheme and the Act. This agreement will be taken into account when:
 - 22.1 Considering any permit application for subdivision of the land into residential lots; and
 - 22.2 Determining any conditions that should attach to any such permit to be issued.

No further development contributions or open space contributions

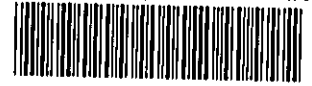
23. The Responsible Authority acknowledges that the obligations of the Owner under this Agreement comprise the full and final extent of development contributions or open space contributions required by the Responsible Authority in respect of the land and the Responsible Authority undertakes not to impose or require additional contributions from the Owner at any time.

Service

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

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- 24.1 By delivering it personally to that party;
 - 24.2 By sending it by prepaid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time;
or
 - 24.3 By sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.
25. A notice or other communication is deemed served:
- 25.1 If delivered, on the next following business day;
 - 25.2 If posted, on the expiration of two business days after the date of posting;
or
 - 25.3 If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

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

THE COMMON SEAL OF)
B.T.N. DEVELOPMENTS PTY LTD)
(ACN 084 283 894) was affixed hereto in)
accordance with its constitution (or articles of)
association) in the presence of:



[Signature] Director/ Company Secretary [Signature] Director

Full Name Neil Owen Smith

Neil Owen Smith

Usual Address 799 Richmond Road
Marsden Park 2765

16 Lancewood Road
Dural NSW 2158

THE COMMON SEAL of)
WYNDHAM CITY COUNCIL)
was affixed by authority of the Council)
on the 5 day of JULY 2010)
in the presence of: [Signature]

X [Signature]
Mayor



X [Signature]
Chief Executive Officer

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



Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from 30 September 2009*¹.
<p>Prior to commencement of works on the development</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Freeway access upgrade contribution. <input type="checkbox"/> Contribution towards roads and major pathways*². <input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*³. <input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*⁴. 	<p>\$127,500 to be used to upgrade the Melbourne-bound on ramp at the Forsyth Road interchange to the Princes Freeway; to be refunded if this upgrade is not commenced by 30 June 2010.</p> <p>An initial contribution of \$532,425 for the first 7.5 hectares of net developable area*⁶.</p> <p>\$990 per lot for the first 100 lots.</p> <p>\$820 per lot for the first 100 lots.</p>
<p>Before issue of a certificate of compliance for the 100th lot or commencement of that number of dwellings where there are lots with more than one dwelling.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways*². <input type="checkbox"/> Contribution towards other development infrastructure, as listed in the 'notes' below*³. <input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*⁴. 	<p>\$553,438 for the next 7.796 hectares of net developable area*⁶.</p> <p>\$990 per lot for the next 105 lots.</p> <p>\$820 per lot for the next 105 lots.</p>
<p>Before issue of a statement of compliance for any net developable area, and lots or dwellings, for which contributions have not been made as provided for above.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Contribution towards roads and major pathways*². <input type="checkbox"/> Contribution for other development infrastructure, as listed in the 'notes', below*³. <input type="checkbox"/> Contribution for community infrastructure, as listed in the 'notes', below*⁴. <input type="checkbox"/> Contribution towards provision of neighbourhood and sporting open space*⁵. 	<p>A final contribution of \$70,990 per hectare or \$7.10 per square metre of net developable area*⁶.</p> <p>A final contribution of \$990 per lot.</p> <p>A final contribution of \$820 per lot.</p> <p>A final cash contribution as specified in clause 8.2*⁷.</p>

Notes:

- ^{*1} The values in the above schedule are based on contributions by 30 September 2009. All contributions are to be indexed quarterly, in accordance with the last published consumer price index [all groups] for Melbourne, at the date of payment.
- ^{*2} The contributions towards roads and major pathways are \$70,990 per hectare of net developable area, and are to be used to upgrade the sub-arterial road network and provide major connecting pathways [other than along roads] in Point Cook.
- ^{*3} The 'other development infrastructure' items to be partly funded from these contributions are defined in clause 3.7 and will serve the Point Cook community.
- ^{*4} The community infrastructure items to be partly funded from these contributions are defined in clause 3.2 and will serve the Point Cook community. These contributions are currently 'capped' in the Planning and Environment Act, at \$900 per dwelling.
- ^{*5} The cash contribution of 7.5% of gross developable area towards neighbourhood and sporting open space will be based on land values at the time of contribution, and will be used to help fund provision of neighbourhood parks and a major sports park for Point Cook.
- ^{*6} Net developable area is the total site area, minus arterial and sub-arterial road widenings and reserves, floodways in dedicated reservations, school sites and [except in calculating public open space requirements] the open space required by the Responsible Authority. Estate entry features, plantation and garden reserves and similar features are not omitted. At the date when this agreement is made, the net developable area is defined as 15.296 hectares. If this changes during the course of the project, it may be adjusted in settling on the final payment.
- ^{*7} Gross developable area is the total site area, minus arterial and sub-arterial road widenings and reserves, floodways in dedicated reservations and school sites. Estate entry features, plantation and garden reserves and similar features are not omitted. Gross developable area is only used in this agreement in calculating public open space requirements.
- ^{*8} Summary of contributions in September 2009 terms [to be indexed to the PI]

Infrastructure Item	Per Hectare	Per Lot/dwelling	Total
Freeway access upgrade	n/a	n/a	\$127,500
Roads and major pathways	\$70,990	n/a	\$1,085,863
Other development infrastructure	n/a	\$990	\$202,950
Community infrastructure	n/a	\$820	\$168,100
TOTAL			\$1,584,410

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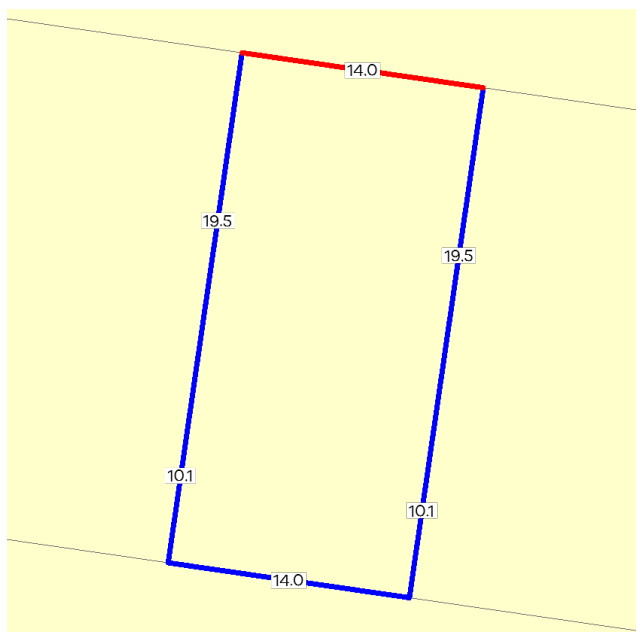
PROPERTY DETAILS

Address: **3 LISMORE ROAD POINT COOK 3030**
Lot and Plan Number: **Lot 2770 PS747878**
Standard Parcel Identifier (SPI): **2770\PS747878**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **222097**
Directory Reference: **Melway 207 C11**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 414 sq. m

Perimeter: 87 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: **POINT COOK**

PLANNING INFORMATION

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

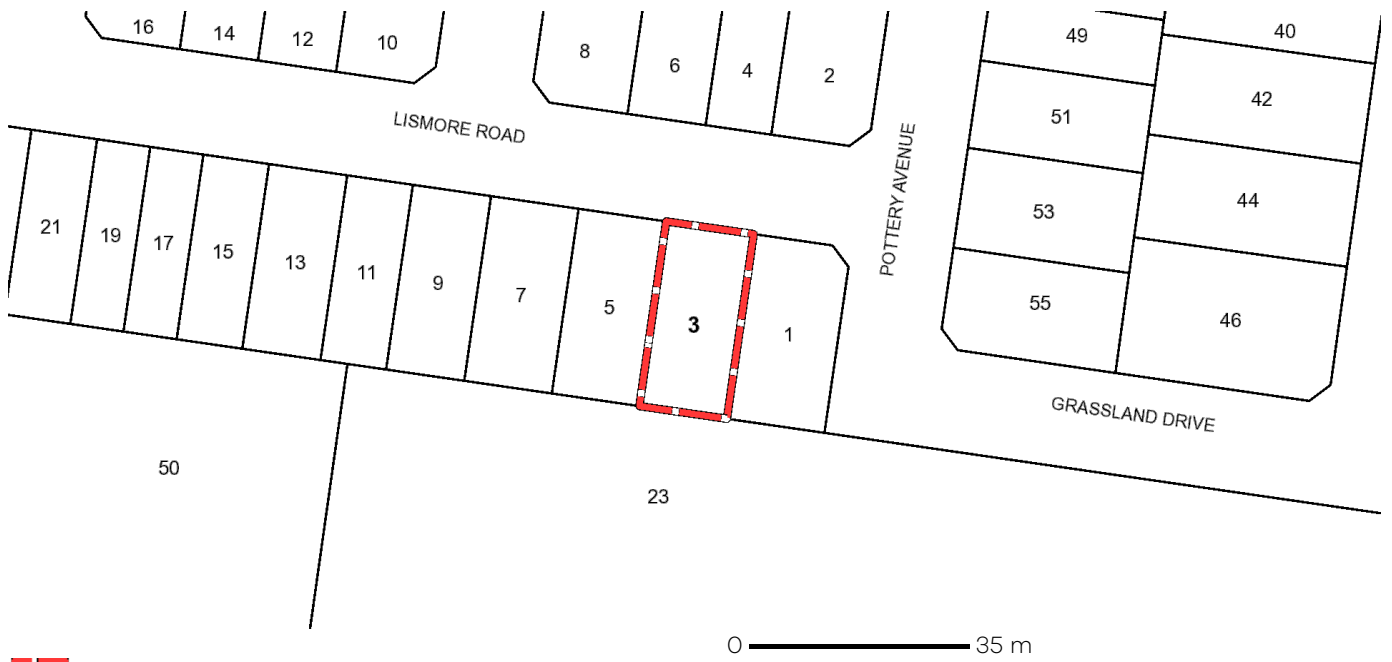
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

From www.planning.vic.gov.au at 18 September 2024 03:09 PM

PROPERTY DETAILS

Address: **3 LISMORE ROAD POINT COOK 3030**
 Lot and Plan Number: **Lot 2770 PS747878**
 Standard Parcel Identifier (SPI): **2770\PS747878**
 Local Government Area (Council): **WYNDHAM**
 Council Property Number: **222097**
 Planning Scheme: **Wyndham**
 Directory Reference: **Melway 207 C11**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **POINT COOK**

OTHER

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

[View location in VicPlan](#)

Note

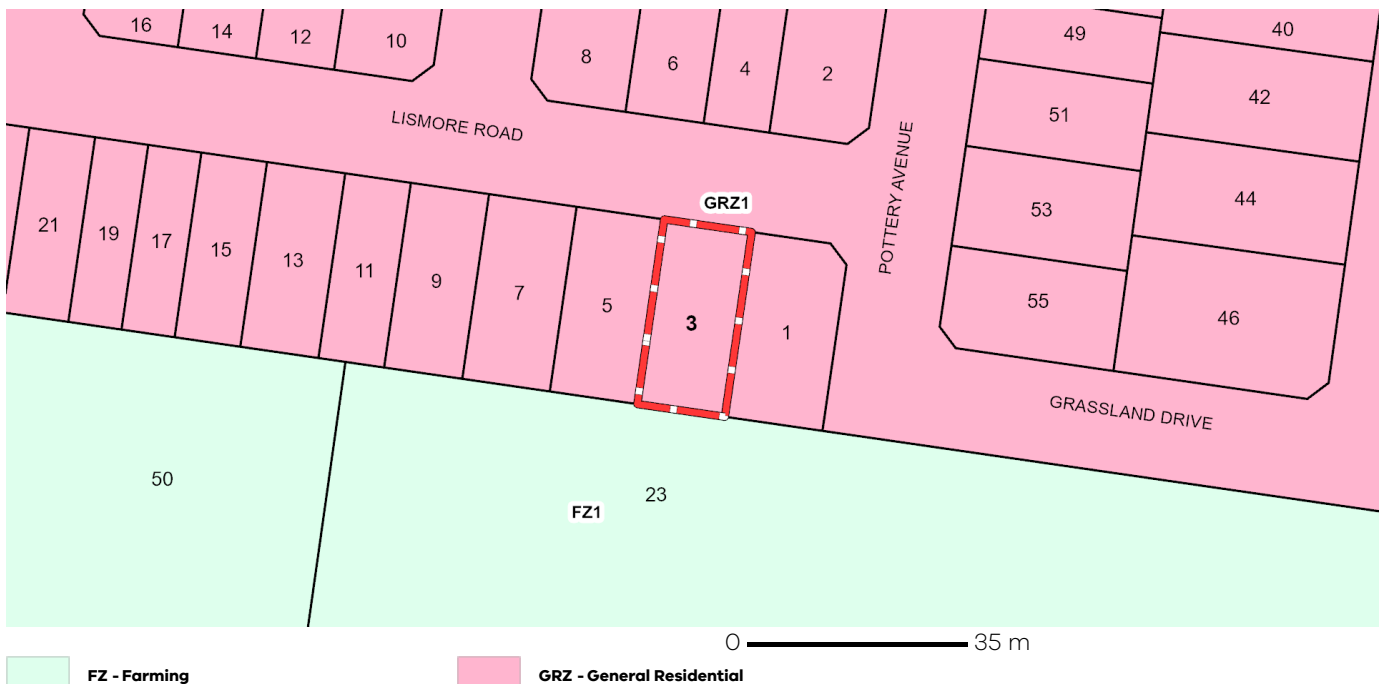
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

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

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



FZ - Farming **GRZ - General Residential**

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

Planning Overlay

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 \(DPO12\)](#)



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

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

Further Planning Information

Planning scheme data last updated on 11 September 2024.

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

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

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

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

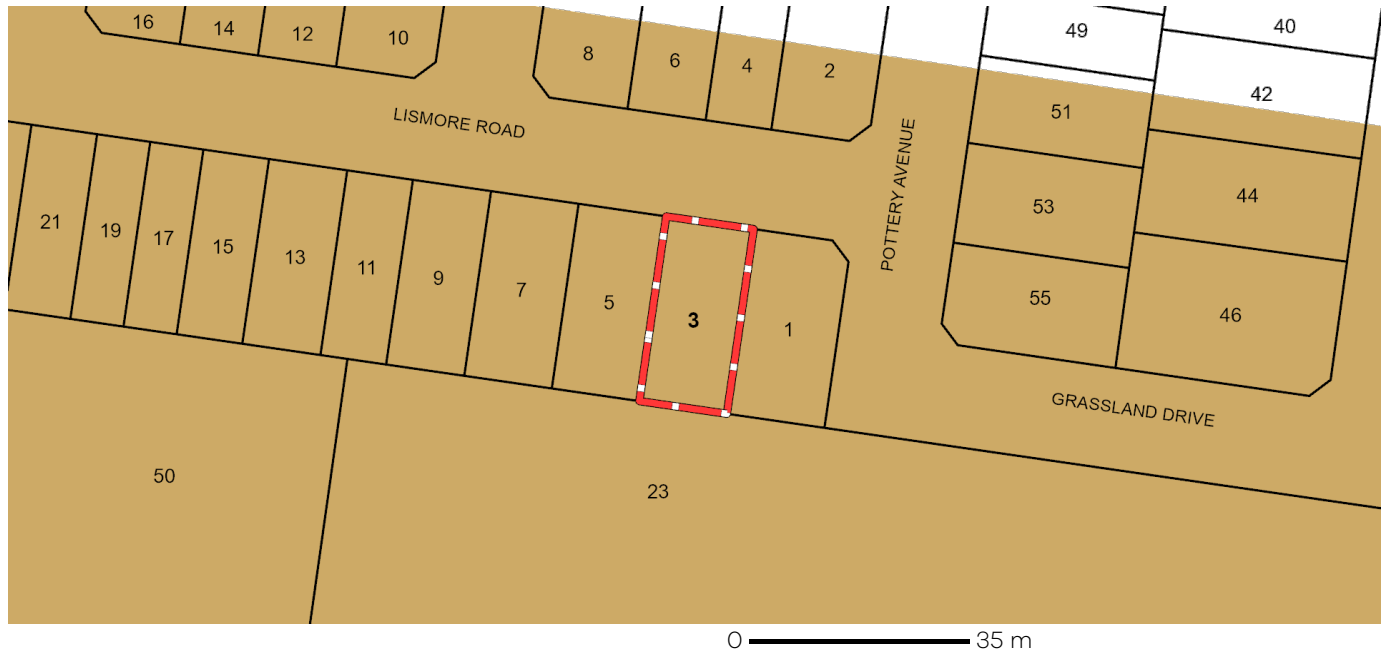
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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



MR C H CHOO & MS T L WONG
1 JALAN PJS 9/1F BANDAR SUNWAY PETALING JAYA
,SELANGOR 46150 MALAYSIA
MALAYSIA

Account number

63635 40000

Tax Invoice 636857575751

Date of issue 23 Aug 2024

Service address

3 Lismore Road, Point Cook
VIC, 3030

Amount to pay

\$180.63

Previous bill	\$148.53
Payments received	-\$148.53
Balance	\$0.00
Current charges	\$180.63
Total charges	\$180.63

Pay by

18 Sep 2024

**Having trouble
paying your bill?**

Call us on **13 44 99** or visit
gww.com.au/accounts-billing

Please see page 2 for detailed information

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit
at gww.com.au or
call **13 44 99**



BPAY

Bill code: **8789**
Ref: **63635400001**
Go to bpay.com.au

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Pty Ltd

ABN 69 079 137 51



Credit card

Pay by credit card
at gww.com.au or
call **13 44 99**



Australia Post

Billpay code: **0362**
Ref: **0636 3540 0008**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app

Centrelink

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
63635 40000



Usage and charges

Outstanding balance		\$0.00		
Your network charges ¹				
	Charge period	Amount		
Water	01/07/2024 - 30/09/2024	\$55.52		
Sewage	01/07/2024 - 30/09/2024	\$72.36		
Total network charges		\$127.88		
Other charges and adjustments				
	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
Waterways & Drainage ² For Melbourne Water	01/07/2024 - 30/09/2024	\$7,120.00	\$30.77	\$30.77
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/07/2024 - 30/09/2024	\$7,120.00	\$21.98	\$21.98
Total other charges and adjustments		\$52.75		

Your total charges

\$180.63

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

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

Privacy statement

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

We've recently updated our Customer Charter. Read about the changes at gww.com.au

Your charges explained

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

For more information about our prices and **charges**, visit gww.com.au/charges

We're here to help

13 44 99

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

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a

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

Our prices and charges have changed.

Learn more about what your bill pays for at gww.com.au/prices



How to read your water bill

We've designed your Greater Western Water bill so it's easy to read.

The first page of the bill has important information like personal details, bill amount and due date.

Your details

Your 10 digit account number, address, the invoice number and date of issue.

Greater Western Water
11 54516251 32 57 38 54
Sam Sample
123 Sample St
Sampletown
VIC 3000

Account number
12345 67890

Tax invoice 597081628
Date of issue 02/10/24
Service address
123 Sample St,
Sampletown,
VIC, 3000

Amount to pay
\$272.04

Previous bill	\$223.89
Payments received	-\$230.00
Balance	\$6.31CR
Current charges	\$278.15
Total charges	\$272.04

Pay by
23 Oct 2024

Having trouble paying your bill?
Call us on 13 44 99 or visit gww.com.au/accounts-billing

Drinking water
Average daily use **400L**
Average daily spend **\$4.06**
Average daily water use this time last year **511L**

Your household water usage

Period	Average total water usage (litres per day)
Jul 23-Sep 23	511L
Oct 23-Dec 23	322L
Jan 24-Mar 24	319L
Apr 24-Jun 24	435L
Jul 24-Sep 24	400L

Payment options

Direct debit
Set up direct debit at gww.com.au or call 13 44 99

BPAY
Billers code: 1234
Ref: 12345678990
Go to bpay.com.au

Credit card
Pay by credit card at gww.com.au or call 13 44 99

Post Billpay
Australia Post
Billpay code: 1234
Ref: 1324 5678 9909
Pay at any post office, by phone 13 18 16, at postbillpay.com.au, or via AusPost app

Centrepay
Make regular deductions from your Centrelink payments.
Call 13 44 99 or visit centrelink.gov.au
Greater Western Water reference: 555-054-071-L
Your account number: 12345 67890

Greater Western Water ABN 70 066 902 467

Page 1 of 2

Amount to pay

The current amount due, including the balance of the previous bill and any payments received.

Pay by

The bill due date.

Household water usage

This table shows how much water has been used during this billing period and compares usage to previous billing periods. It's a great way to track how much water is being used.

Payment options

A list of the different ways to pay the bill.

How to read your water bill

The second page of the bill has more details about usage and charges.

Usage and charges

Detailed water usage and charges for this bill and previous bill, plus the water meter number and network charges. Find out more about our prices and charges at gww.com.au/charges

6 Usage and charges

Outstanding balance **\$6.11CR**

Your water usage ¹

Meter no.	Bill days	Previous read	Current read	Usage kl.	Rate \$/kl.	Amount
MAF342343	86	1522	1548 (E)	38,000		
Meter read date: 30/09/24						

Water consumed

Usage Step 1 (01/04/24 to 30/06/24)	26,000	\$2,0967	\$54.51
Usage Step 2 (01/04/24 to 30/06/24)	14,000	\$2,3071	\$32.30

Total water consumed 40,000 \$86.81

Sewage disposal

01/04/24 to 30/06/24	28.39	\$0.7647	\$21.71
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Total usage \$108.52

Your network charges ²

	Size	Charge period	Amount
Water	20mm	01/07/24 - 30/09/24	\$51.49
Sewerage		01/07/24 - 30/09/24	\$55.08

Total network charges \$106.57

Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum	Charge (\$)
Waterways ³ For Melbourne Water	01/07/24 - 30/09/24				\$26.39
Parks charge ⁴	01/07/24 - 30/09/24	\$5,831	0.004860	\$81.60	\$81.60
Pensioner concession					\$44.93

Total other charges and adjustments \$63.06

Your total charges \$278.15

(E) This is an estimated reading because we could not access your meter.

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

Your charges explained

1. 1 Kilolitre (kL) = 1000 Litre (L)

Water usage calculation
Step 1: 0 to 440 litres per day
Step 2: 441 to 880 litres per day
Step 3: Over 880 litres per day

Recycled water is calculated on the amount of Class A water you use.

2. Water and sewerage **network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes.

3. The **waterways charge** helps Melbourne Water to keep our drinking water healthy and protected.

4. The **parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails and zoos.

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquiries and support
(8.30am to 5pm,
Monday to Friday)
Faults and emergencies
(24 hours)

03 9313 8989
Support in other languages

13 36 72
Relay service

7 Your charges explained

These explanations give you more information about each of the charges in the table. The explanations and table sections are numbered so you can find the information you need.

8 We're here to help

Here's how you can get in touch if you have any questions or need support paying your bill. You will also find information here about getting help in different languages and the National Relay Service.

For more information, visit gww.com.au/yourbill

Milestones in supporting our region

Welcome to your new-look bill. You told us that our bills could be easier to read and understand, so we've improved the design in response to your feedback. You'll find more information in the attached bill explainer.

We're making other improvements, so you have a better customer experience. We've launched My GWW, giving you more control to manage your water account online, when it suits you. We've also introduced multifactor authentication as a further step to keep your information safe online. You can register for My GWW today.

Our price submission has been approved by the Essential Services Commission, which means prices will stay stable for the next four years. Our new prices started on 1 July.

While we're planning and delivering important upgrades for the future, we are also committed to ensuring prices for your water and sewerage services remain fair today.

Maree



Maree Lang
Managing Director
Greater Western Water

Our new prices started 1 July

The Essential Services Commission has issued their final decision on our price submission. Our new prices keep your bills stable and started 1 July.

Our price submission is a four year plan for the prices you will be charged, the level of service you can expect and the investments we will make.

Read our price submission at gww.com.au/pricesubmission



Making the parks charge more manageable

For property owners who receive a parks charge, we're now spreading it across four bills rather than charging it annually. It will still be listed separately on your bill so you can see how much it is.

This change in the parks charge started from 1 July and will make it easier to manage payments in quarterly instalments.

We collect the parks charge on behalf of the Department of Energy, Environment and Climate Action. The charge helps maintain our iconic parks, zoos, trails and waterways and the Shrine of Remembrance.

For more information, visit parks.vic.gov.au/parks-charge



Use Property Plus to manage your renovation

We've moved to a single hub for plumbing and development applications and bookings. If you're an owner-builder, Property Plus is your place to make a range of applications and service bookings online safely and securely.

For more information, go to gww.com.au/propertyservices



Your new-look water bill

You'll notice your water bill looks a bit different. We've improved the design of your bill so it's easier to understand your water usage and other charges.

Some details might be in a different place than you're used to. To help you navigate your new bill, there's a handy bill explainer attached and available at gww.com.au/yourbill



My GWW is your new online account

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 is called My GWW and it gives you more flexibility to manage your water account online.

To keep your information safe, you'll need to register for My GWW using your new account number and the contact details you've already given us. You can find your new account number on your latest bill.

You will also set up a new password. We've introduced multifactor authentication, which means there will be extra checks to prove your identity when you access your account. This will help keep your information safer online.

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



Acknowledgement of Country

Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.

What our first price submission means for you

This is our first price submission as Greater Western Water. As part of our price submission, we heard from our customers and community to make sure our plans and priorities reflected your values. Together we established five customer outcomes that focus our work, which we will report on twice a year:

1. Your water is safe, consistent and resilient.
2. When things go wrong, we fix them.

3. We support our diverse communities and customers.
4. We enable growth and help businesses thrive.
5. We heal and care for Country.

You also told us that you might need more assistance paying your water bills in the next few years, so we're increasing funding for our customer support programs and services so you can get help when you need it.

Learn more about what our price submission means for you at gww.com.au/pricesubmission



Our Reconciliation Action Plan one year on



Since the launch of our first Reconciliation Action Plan (RAP) as Greater Western Water, we've made significant steps towards our vision for reconciliation.

In the first year of our RAP, we've met with First Nations and Traditional Owner organisations to develop partnerships and improve outcomes for First Nations peoples. We've reviewed processes to remove barriers to First Nations peoples' participation in the workplace.

We've shared these process improvements with our partners who have used this knowledge to start their own programs, like Yambuk Labour & Traffic Solutions, who started a traineeship program for First Nations employees.

Learn more about our work with First Nations peoples and our vision for reconciliation at gww.com.au/firstnations

Preserving our precious resource

Our water supplies are predicted to remain high for the year ahead, thanks to heavier than expected rainfall, but we still need to do everything we can to protect our precious resource.

As Melbourne grows, we'll use more water than rainfall alone can provide. In the long term, we can expect warmer and drier conditions, which may impact supplies in

the future. Continue to find ways to use less water and aim for 150 litres of water per person per day. You can do your bit by:

- having a shorter shower
- checking for leaks in your home
- choosing water efficient appliances.

For more water saving tips, visit gww.com.au/savingwater



Car wash's unexpectedly high bill solved



Recently, our trade waste team worked closely with Zac, the General Manager of Magic Hand Car Wash, who opened a subsidiary brand Perfect Car Wash in Tarneit. Zac wanted to understand why the business' first bill was higher than expected.

After launching 18 months ago to an eager customer base, the car wash's water use increased to a level that Zac hadn't seen across the entire Magic Hand Car Wash network.

'The volume of cars was massive and so the volume of water used was unprecedented for us. Tarneit was really busy from day one of trade, more so than any other store we've opened,' Zac said.

All Magic Hand Car Washes are built with sustainability in mind. Power is delivered

through solar panels and the car wash recycles a lot of water, which means they rely less on drinking water. Recycling the water also means less wastewater is sent to the sewerage network. Despite these sustainability measures, their bill was still more than they expected, in comparison to their other sites.

'I reached out to the team at Greater Western Water to try and get a better outcome for our business,' said Zac.

We worked with Zac to monitor the amount of trade waste the car wash was generating and make sure that their water account reflected the actual amount of water being sent to our sewerage network, ultimately reducing their bills.

Contact us

Call **13 44 99**

Visit gww.com.au

 @greaterwesternwater

 @greaterwesternwater

 @GWWVic

 @greaterwesternwater



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

General Enquiries
 1300 023 411

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

Notice of Rates & Charges

2024 - 2025

1 July 2024 - 30 June 2025

Assessment Number 222097	Due Date 30/09/2024
Bank Reference Number 2105396	Issue Date 01/08/2024
222097 	

View Important Information About Rates & Valuations



023-3018 (6801)
E

C H Choo & T L Wong
 C/- Xynergy Realty
 114-116 Queen Street
 ALTONA VIC 3018

You are entitled to 3 Hard & Green Waste Collections this financial year.
 Bookings Required via www.wyndham.vic.gov.au

Waste Disposal Voucher

Valid to 30 September 2025
 Wyndham Refuse Disposal Facility
 470 Wests Road, Werribee
Valid for 1 Domestic Load
 Maximum one car/ute/van & single axle heaped trailer
 Not valid for commercial waste



WYN24HNHP100435554

2024/2025

PROPERTY LOCATION AND DESCRIPTION

V 11861 F 018 L 2770 PS 747878 Deutgam Parish
3 Lismore Road POINT COOK VIC 3030
 110 - Detached Home
Property Owner: C H Choo, T L Wong

LEVEL OF VALUATION	DATE DECLARED	SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE	WARD	ARREARS OUTSTANDING
01/01/2024	01/07/2024	\$450,000	\$670,000	\$33,500	Featherbrook	
Developed Land (0.002197 x CIV)					\$1,471.99	1st Instalment 30/09/2024
Municipal Charge					\$68.28	
Waste Management Charge					\$392.40	\$529.96
Fire Service Property Levy - Collected on behalf of the State Government						
Fire Service Levy Residential Fixed					\$132.00	2nd Instalment 30/11/2024
Fire Service Levy Residential Variable (0.000087 x CIV)					\$58.29	
TOTAL AMOUNT					\$2,122.96	\$531.00
						3rd Instalment 28/02/2025
						\$531.00
						4th Instalment 31/05/2025
						\$531.00

Rates for 2024/2025 are based on the valuation of the property as at 1 January 2024. Refer to the back of this notice for further information.

Having difficulties paying? Call 1300 023 411 to discuss Payment Plan options

Payments received after 22/07/2024 will not be shown on this notice.

222097



529.96



Assessment No. 222097

Name C H Choo & T L Wong

Address 3 Lismore Road
POINT COOK VIC 3030



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
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*396 2105396

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 2024, an admin fee of \$18.80 will apply per notice for any requests for copies of notices.



Have your next rate notice delivered to your email.

Sign up for EzyBill at <https://wyndham.ezybill.com.au> or scan the QR code.



1st Instalment by
30/09/2024
\$529.96

Appeal against rates

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

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

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

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

Notice of valuation

Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2024 for the 2024 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.

Differential rates

In accordance with the requirements of Section 5 of the *Local Government (General) Amendment Regulations 2023*, Council is required to provide the following differential rate comparisons information detailing what rates would have been payable for your property under each differential class.

Please note that property classifications are applied by the Valuer General Victoria. Further information on council's differentials can be found on our website: www.wyndham.vic.gov.au/services/rates-valuations/valuations and in the current Annual Plan and Budget.

Capital Improved Value		\$670,000
Differential	Rates in \$	Total
Recreation Land	0.001099	\$736.33
Developed Land	0.002197	\$1,471.99
Commercial Developed Land	0.003076	\$2,060.92
Industrial Developed Land	0.003515	\$2,355.05
Residential Developed Land	0.003735	\$2,502.45
Residential Vacant Land	0.003515	\$2,355.05
Commercial Vacant Land	0.003735	\$2,502.45
Industrial Vacant Land	0.003955	\$2,649.85
Farm Land	0.001758	\$1,177.86
Rural Lifestyle	0.001977	\$1,324.59
Rural Vacant Land	0.002197	\$1,471.99

*Note: There may be minor decimal variances due to rounding

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

Capping of Council rates

Council has complied with the Victorian Government's rates cap of 2.75 per cent. The cap applies to the average annual increase of rates and charges.

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

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

Payment of rates

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

All payments will be allocated in the following order:

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

METHODS OF PAYMENT *American Express now accepted*

Online



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

Direct Debit



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



Contact your participating financial institution to make a payment.

Biller Code 76869
Reference number
2105 396

Australia Post



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

Billpay Code 0396
Reference number
2105 396

Payment in Person



Pay in person at any Wyndham City Customer Service Centre.

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

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



Mail

Mail this slip with cheque or money order to:-

Wyndham City
PO Box 197
Werribee Victoria 3030

Please note:
Receipts will not be issued.

Property Clearance Certificate

Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:74194588-010-3.HN-24/33
Certificate No:	79936822
Issue Date:	17 SEP 2024
Enquiries:	PXS9

Land Address: 3 LISMORE ROAD POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43844102	2770	747878	11861	18	\$0.00

Vendor: WONG LEE & CHOO HENG

Purchaser: UNKNOWN UNKNOWN

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR CHEE HENG CHOO	2024	\$475,000	\$1,962.04	\$0.00	\$0.00

Comments: Land Tax of \$1,962.04 has been assessed for 2024, an amount of \$1,962.04 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$680,000
SITE VALUE:	\$475,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 79936822

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,875.00

Taxable Value = \$475,000

Calculated as \$1,350 plus (\$475,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY




Billers Code: 5249
Ref: 79936822

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 79936822

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:74194588-010-3.hn-24/33863

Certificate No: 79936822

Issue Date: 17 SEP 2024

Enquires: PXS9

Land Address: 3 LISMORE ROAD POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43844102	2770	747878	11861	18	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$680,000
SITE VALUE:	\$475,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79936822

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your LD:74194588-010-3.HN-24

Reference: /33863

Certificate No: 79936822

Issue Date: 17 SEP 2024

Land Address: 3 LISMORE ROAD POINT COOK VIC 3030

Lot	Plan	Volume	Folio
2770	747878	11861	18

Vendor: WONG LEE & CHOO HENG

Purchaser: UNKNOWN UNKNOWN

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 79936822

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 79936829</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 79936829</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: CHEE HENG CHOO and THAI LEE WONG

PROPERTY: 3 LISMORE Road POINT COOK

1. The Property is not subject to a Mortgage as defined by the Sale of Land Act, 1962 ("the Act").
2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../20

SIGNATURE OF VENDOR(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:
 - A. The particulars provided by the Vendors in this Statement are accurate.
 - B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
 - C. The Contract is not subject to any condition enduring for the benefit of the Purchaser.
2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)

.....

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT/.....20

Signature(s) of the Purchaser