# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: 6 AUGGIE WAY TARNEIT VIC 3029**

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 EDMOND GUNARSO and JACKLINE HERMAN

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 your sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

## NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

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

# PARTICULARS OF SALE

**VENDOR'S ESTATE AGENT**

XYNERGY REALTY – ALTONA
114-116 QUEENS STREET ALTONA VIC 3018

Tel: 0414 241 168 Fax: Ref: ENDRU YAO Email: endru@xynergy.com.au

**VENDOR** **EDMOND GUNARSO and JACKLINE HERMAN**

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

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

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-26/41911 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 |
|---|---|---|
| 12534/416 | 26 | PS 827196T |

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS** The address of the land is:
**6 Auggie Way Tarneit Vic 3029**

**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 | |
| | | (of which $ | has been paid) |
| Balance | $ | payable at settlement | |

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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, as varied by Special Condition 9, applies only if the box is checked.

## Pest report

☐ General Condition 22, as varied by Special Condition 10, 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. Building report**

9.1 This special condition applies only if the building report condition is selected in the Particulars of Sale.

9.2 General Condition 21 applies to this contract, except to the extent varied by this special condition. To the extent of any inconsistency, this special condition prevails.

9.3 For the purpose of General Condition 21, the purchaser may only end this contract if the building report expressly identifies and designates a current defect in the main dwelling as a major structural defect.

9.4 A report does not satisfy this special condition merely because it refers to a major defect, major building defect, serious defect, safety issue, maintenance item, recommended repair, recommended rectification or further investigation.

9.5 The purchaser may not rely on General Condition 21 to require the vendor to carry out works, reduce the price, withhold money, delay settlement or claim compensation.

**10. Pest report**

10.1 This special condition applies only if the pest report condition is selected in the Particulars of Sale.

10.2 General Condition 22 applies to this contract, except to the extent varied by this special condition. To the extent of any inconsistency, this special condition prevails.

10.3 For the purpose of General Condition 22, the purchaser may only end this contract if the pest report expressly identifies and designates a current pest infestation as a major infestation affecting the structure of the main dwelling.

10.4 A report does not satisfy this special condition merely because it refers to pest activity, termite activity, termite risk, previous pest damage, conducive conditions, recommended treatment, recommended monitoring, or pests in trees, gardens, fences, stumps, retaining walls, sheds, garages, carports, outbuildings or other areas not affecting the structure of the main dwelling.

10.5 The purchaser may not rely on General Condition 22 to require the vendor to carry out works, reduce the price, withhold money, delay settlement or claim compensation.

# Contract of Sale of Land - General Conditions
# Contract Signing

**1 ELECTRONIC SIGNATURE**

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

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

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

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

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

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

**2. LIABILITY OF SIGNATORY**

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

**3. GUARANTEE**

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

**4. NOMINEE**

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

**Title**

**5. ENCUMBRANCES**

5.1 The purchaser buys the property subject to:

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

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

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

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

**6. VENDOR WARRANTIES**

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

**7. IDENTITY OF THE LAND**

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

7.2 The purchaser may not:

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

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

**8. SERVICES**

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

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

**9. CONSENTS**

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

**10. TRANSFER & DUTY**

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

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

**11. RELEASE OF SECURITY INTEREST**

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

**12. BUILDER WARRANTY INSURANCE**

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

**13. GENERAL LAW LAND**

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

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

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an

unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

**Money**

**14. DEPOSIT**

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The 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 .

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

14.5 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.

14.6 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.

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

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

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

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for

which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

## 16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

**18. ELECTRONIC SETTLEMENT**

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement:

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

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

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

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

**19. GST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

**20. LOAN**

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

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

(a) immediately applied for the loan; and

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

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

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

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

**21. BUILDING REPORT**

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1 -2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

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

(c) is not then in default.

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

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

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

**22. PEST REPORT**

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

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

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

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

(c) is not then in default.

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

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

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. ADJUSTMENTS**

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

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

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

23.4 For the purposes of general condition 23, the expression ''periodic outgoings'' does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign

resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

(b) promptly provide the vendor with proof of payment; and

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

despite:

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

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

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

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

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

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

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

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

**25. GST WITHHOLDING**

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

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

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

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

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

consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

**Transactional**

## 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

## 27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

## 28. NOTICES

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

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

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

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

(b) the deposit and all other money payable under the contract (other than any money payable in excess

of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

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

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

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

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

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

## 32. BREACH

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

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

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

**Default**

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# GUARANTEE and INDEMNITY

I/We,..... of .....

and ..... of .....

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

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

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

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

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

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

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

this ..... day of ..... 20.....

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

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

# SECTION 32 STATEMENT

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

| | |
|---|---|
| **Vendor:** | EDMOND GUNARSO and JACKLINE HERMAN |
| **Property:** | 6 AUGGIE WAY TARNEIT VIC 3029 |


**VENDORS REPRESENTATIVE**
EASY LINK CONVEYANCING
Shop
328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133
Fax: 03 9364 0022
Email: settlement2@easylinkconveyancing.com.au


Ref: HN-26/41911

SECTION 32 STATEMENT
6 AUGGIE WAY TARNEIT VIC 3029

## 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

Is contained in the attached Certificate/s.

## 32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WYNDHAM PLANNING SCHEME
Responsible Authority: WYNDHAM CITY COUNCIL
Zoning: UGZ - Urban Growth Zone
Planning Overlay/s: See attached reports

**32D NOTICES**

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

**32E BUILDING PERMITS**

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

Is contained in the attached Certificate/s.

**32F OWNERS CORPORATION**

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

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

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

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

## 32H SERVICES

| Service | Status |
|---|---|
| Electricity supply | Connected |
| Gas supply | Connected |
| Water supply | Connected |
| Sewerage | Connected |
| Telephone services | Not 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
6 AUGGIE WAY TARNEIT VIC 3029

**DATE OF THIS STATEMENT** ____ / ____ /20 ____

**Name of the Vendor**

**EDMOND GUNARSO and JACKLINE HERMAN**

**Signature/s of the Vendor**

x

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

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

**DATE OF THIS ACKNOWLEDGMENT** ____ / ____ /20 ____

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

.

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

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

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

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

3. There has been a significant event at the property, including a flood, or a bushfire;
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
   - use for the manufacture of substances such as methylamphetamine, or
   - a defence or fire brigade training site involving the use of hazardous materials.

   ☐ **Yes** / ☑ **No**. If Yes, please specify:

9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
   ☐ **Yes** / ☑ **No.** If Yes, please specify:

10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
    ☐ **Yes** / ☑ **No**. If Yes, please specify:

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 12534 FOLIO 416 Security no : 124138334631Y
Produced 07/09/2026 01:41 PM

LAND DESCRIPTION

Lot 26 on Plan of Subdivision 827196T.
PARENT TITLE Volume 09109 Folio 409
Created by instrument PS827196T 03/03/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
EDMOND GUNARSO
JACKLINE HERMAN both of 5 TELLICHERRY ROAD GLENFIELD NSW 2167
AX823584J 18/03/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX823585G 18/03/2024
WESTPAC BANKING CORPORATION

COVENANT PS827196T 03/03/2024

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.

DIAGRAM LOCATION

SEE PS827196T 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: 6 AUGGIE WAY TARNEIT VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 18/03/2024

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

# Imaged Document Cover Sheet

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

| | |
|---|---|
| Document Type | **Plan** |
| Document Identification | **PS827196T** |
| Number of Pages (excluding this cover sheet) | **7** |
| Document Assembled | **07/09/2026 13:43** |

**Copyright and disclaimer notice:**
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

Delivered by LANDATA®, timestamp 07/09/2026 13:43 Page 1 of 7

# PLAN OF SUBDIVISION

EDITION 3

PS 827196T

## LOCATION OF LAND

PARISH: TARNEIT

TOWNSHIP:

SECTION: 23

CROWN ALLOTMENT:

CROWN PORTION: A (PART)

TITLE REFERENCE: VOL 9109 FOL 409

LAST PLAN REFERENCE: LP 92857 (LOT 58)

POSTAL ADDRESS: 140 KENNING ROAD
(at time of subdivision) TARNEIT 3029

MGA CO-ORDINATES: E: 294260 ZONE: 55
(of approx centre of land in plan) N: 5813000 GDA 2020

Council Name: Wyndham City Council

## VESTING OF ROADS AND/OR RESERVES

| IDENTIFIER | COUNCIL/BODY/PERSON |
|---|---|
| R-1 | WYNDHAM CITY COUNCIL |
| R-2 | WYNDHAM CITY COUNCIL |
| R-3 | WYNDHAM CITY COUNCIL |
| RESERVE No.1 | POWERCOR AUSTRALIA LTD |
| RESERVE No.2 | WYNDHAM CITY COUNCIL |

## NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:
This plan is based on survey.

STAGING:
This is a staged subdivision.
Planning Permit No. WYP13690/22

This survey has been connected to permanent marks No(s).

In Proclaimed Survey Area No.

## NOTATIONS

WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed.
For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958

## 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 | DRAINAGE | 2 | THIS PLAN | WYNDHAM CITY COUNCIL |
| E-2 | PARTY WALL | 0.125 | AY298826A | THE RELEVANT ABUTTING LOT ON THIS PLAN |

webster SURVEY GROUP
WEBSTER SURVEY GROUP
ABN: 35 456 993 855
662 Main Road, Eltham 3095
P.O Box 291, Eltham 3095
*Telephone:* (03) 9439 4222
*Facsimile:* (03) 9439 5288
*webstergroup.com.au*

SURVEYORS FILE REF: 16040 12/10/2018

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 6

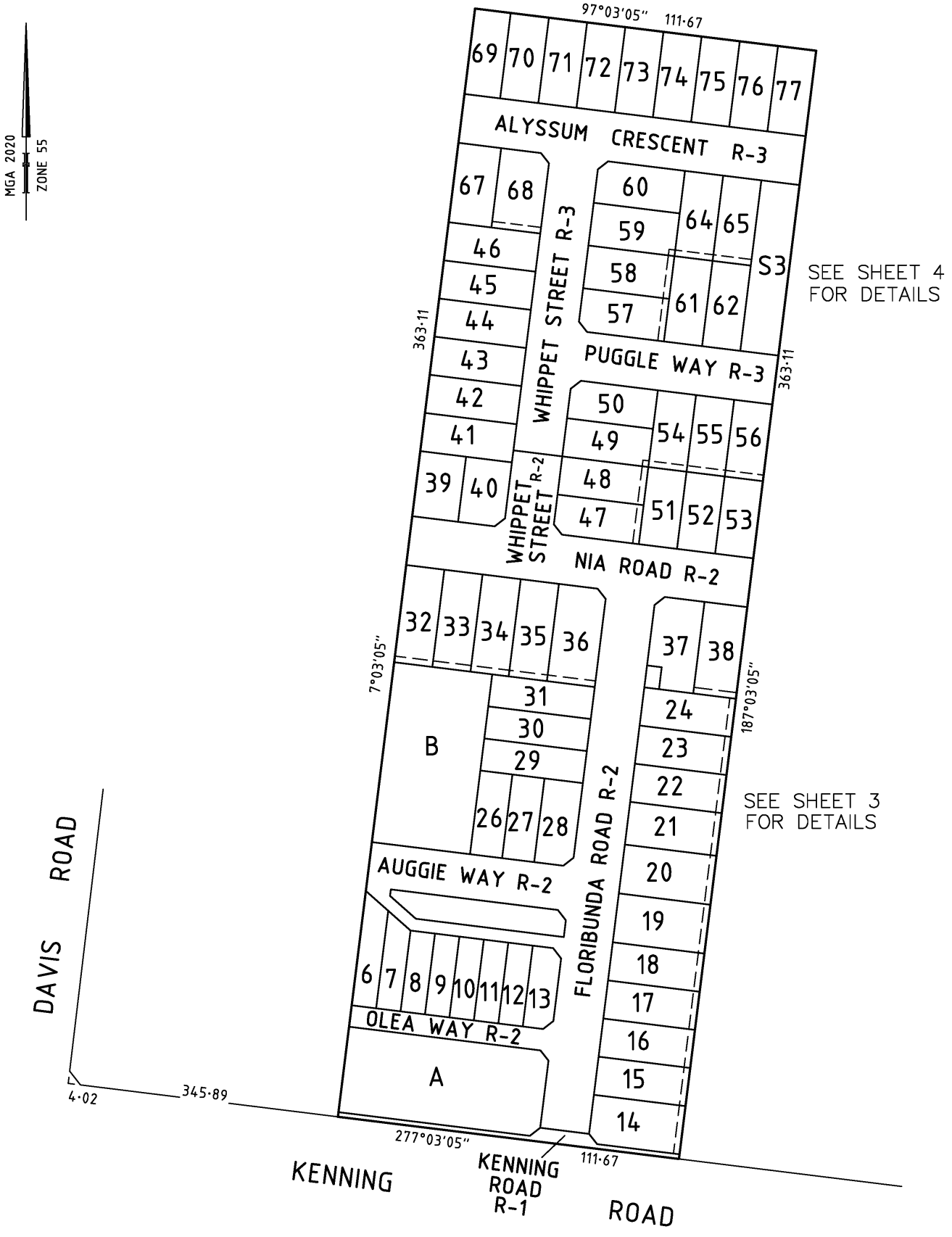
Digitally signed by: Simon Campagnolo, Licensed Surveyor, Surveyor's Plan Version (15), 28/02/2024, SPEAR Ref: S139306J

THIS IS A LAND USE VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Delivered by LANDATA®, timestamp 07/09/2026 13:43 Page 2 of 7

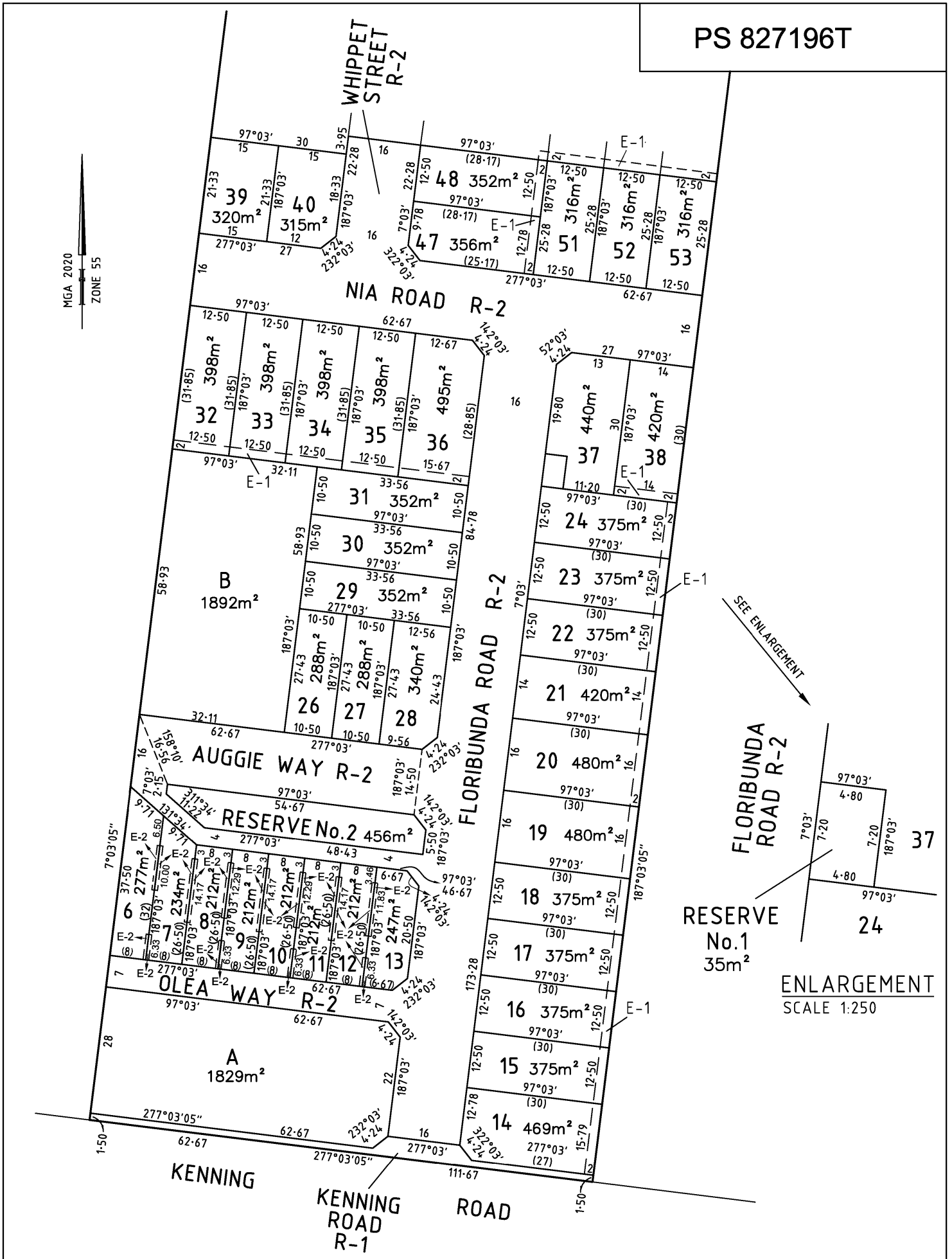
# PS 827196T




| | | | | |
|---|---|---|---|---|
| WEBSTER SURVEY GROUP<br>ABN: 35 456 993 855<br>662 Main Road, Eltham 3095<br>P.O Box 291, Eltham 3095<br>*Telephone:* (03) 9439 4222<br>*Facsimile:* (03) 9439 5288<br>*webstergroup.com.au* | SCALE 1:1250 | 12·5 0 12·5 25 37·5 50<br>LENGTHS ARE IN METRES | ORIGINAL SHEET SIZE: A3 | SHEET 2<br>SURVEYORS REF: 16040 |
| webster SURVEY GROUP | SIMON CAMPAGNOLO VERSION A | | | |

Delivered by LANDATA®, timestamp 07/09/2026 13:43 Page 3 of 7

# PS 827196T

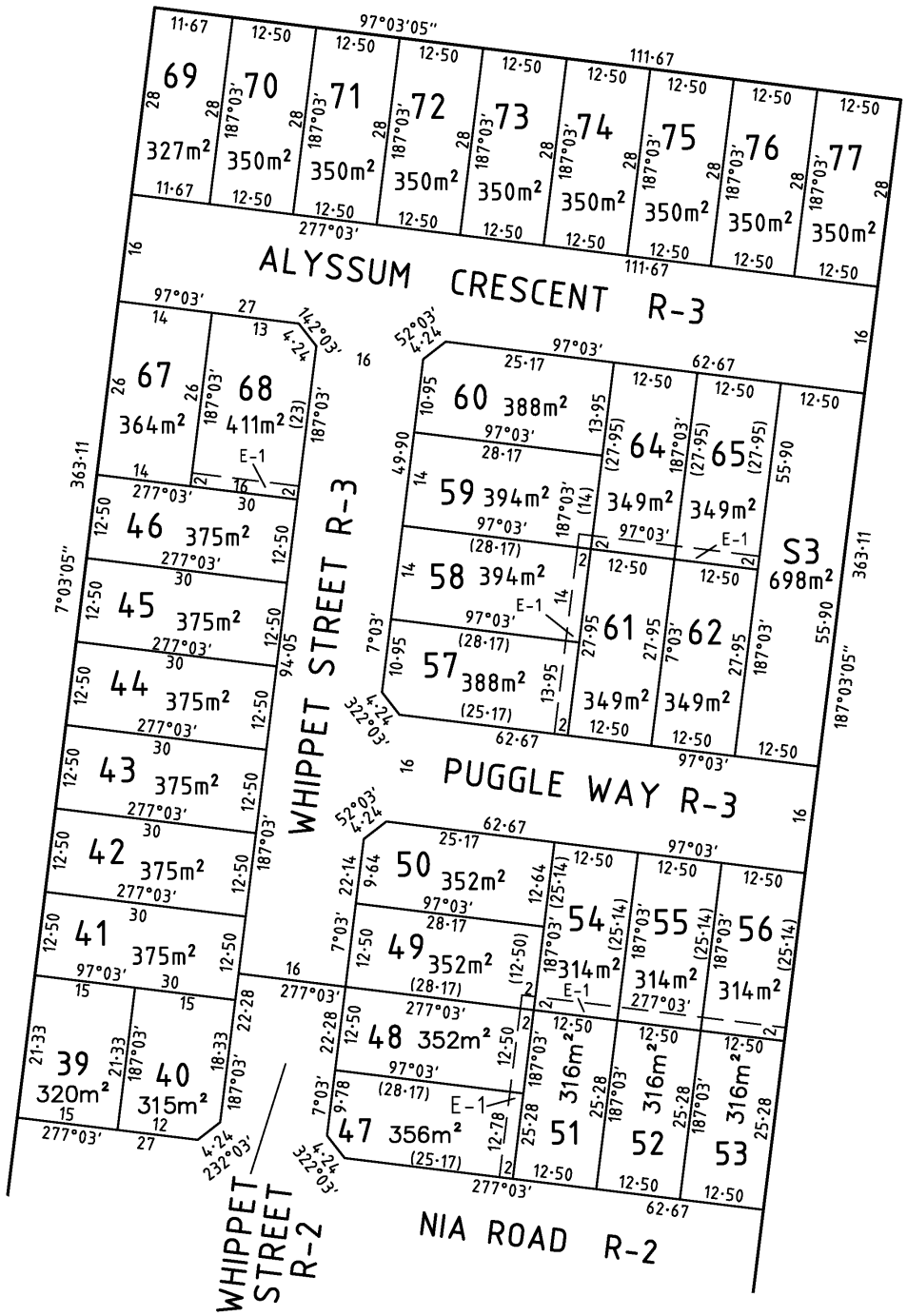



| | | | | |
|---|---|---|---|---|
| WEBSTER SURVEY GROUP<br>ABN: 35 456 993 855<br>662 Main Road, Eltham 3095<br>P.O Box 291, Eltham 3095<br>*Telephone:* (03) 9439 4222<br>*Facsimile:* (03) 9439 5288<br>*webstergroup.com.au* | SCALE 1:750 | 7·5 0 7·5 15 22·5 30<br>LENGTHS ARE IN METRES | ORIGINAL SHEET SIZE: A3 | SHEET 3<br>SURVEYORS REF: 16040 |
| | Digitally signed by: Simon Campagnolo, Licensed Surveyor, Surveyor's Plan Version (15), 28/02/2024, SPEAR Ref: S139306J | | Digitally signed by: Wyndham City Council, 28/02/2024, SPEAR Ref: S139306J | |

Delivered by LANDATA®, timestamp 07/09/2026 13:43 Page 4 of 7

# PS 827196T

MGA 2020
ZONE 55




| | | | | |
|---|---|---|---|---|
| WEBSTER SURVEY GROUP<br>ABN: 35 456 993 855<br>662 Main Road, Eltham 3095<br>P.O Box 291, Eltham 3095<br>*Telephone:* (03) 9439 4222<br>*Facsimile:* (03) 9439 5288<br>*webstergroup.com.au* | SCALE 1:750 | 7·5 0 7·5 15 22·5 30<br>LENGTHS ARE IN METRES | ORIGINAL SHEET SIZE: A3 | SHEET 4<br>SURVEYORS REF: 16040 |
| webster SURVEY GROUP | SIMON CAMPAGNOLO VERSION A | | | |

Delivered by LANDATA®, timestamp 07/09/2026 13:43 Page 5 of 7



# CREATION OF RESTRICTION A

The following restriction is to be created upon registration of this plan;

The registered proprietors of the burdened land covenant with the registered proprietors of the benefitted land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Table of land burdened and land benefitted:

| BURDENED LOT No. | BENEFITING LOTS |
|---|---|
| 14 | 15 |
| 15 | 14,16 |
| 16 | 15,17 |
| 17 | 16,18 |
| 18 | 17,19 |
| 19 | 18,20 |
| 20 | 19,21 |
| 21 | 20,22 |
| 22 | 21,23 |
| 23 | 22,24 |
| 24 | 23,37,38 |
| 28 | 27,29 |
| 29 | 26,27,28,30,B |
| 30 | 29,31,B |
| 31 | 30,34,35,36,B |
| 32 | 33,B |
| 33 | 32,34,B |
| 34 | 31,33,35,B |
| 35 | 31,34,36 |
| 36 | 31,35 |
| 37 | 24,38 |
| 38 | 24,37 |
| 39 | 40 |
| 40 | 39 |
| 47 | 48,51 |
| 48 | 47,51 |
| 51 | 47,48,52 |
| 52 | 51,53 |
| 53 | 52 |

| BURDENED LOT No. | BENEFITING LOTS |
|---|---|
| 41 | 42 |
| 42 | 41,43 |
| 43 | 42,44 |
| 44 | 43,45 |
| 45 | 44,46 |
| 46 | 45,67,68 |
| 49 | 50,54 |
| 50 | 49,54 |
| 54 | 49,50,55 |
| 55 | 54,56 |
| 56 | 55 |
| 57 | 58,61 |
| 58 | 57,59,61 |
| 59 | 58,60,64 |
| 60 | 59,64 |
| 61 | 57,58,62,64 |
| 62 | 61,65 |
| 64 | 59,60,61,65 |
| 65 | 62,64 |
| 67 | 46,68 |
| 68 | 46,67 |
| 69 | 70 |
| 70 | 69,71 |
| 71 | 70,72 |
| 72 | 71,73 |
| 73 | 72,74 |
| 74 | 73,75 |
| 75 | 74,76 |
| 76 | 75,77 |
| 77 | 76 |

## DESCRIPTION OF RESTRICTION

The burdened land cannot be used except in accordance with the provisions recorded in MCP AA8870

This restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.

webster SURVEY GROUP
WEBSTER SURVEY GROUP
ABN: 35 456 993 855
662 Main Road, Eltham 3095
P.O Box 291, Eltham 3095
*Telephone:* (03) 9439 4222
*Facsimile:* (03) 9439 5288
*webstergroup.com.au*

| SCALE | | ORIGINAL SHEET SIZE: A3 | SHEET 5 |
|---|---|---|---|
| | | | SURVEYORS REF: 16040 |
| SIMON CAMPAGNOLO | VERSION A | | |

Delivered by LANDATA®, timestamp 07/09/2026 13:43 Page 6 of 7



# CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan;

The registered proprietors of the burdened land covenant with the registered proprietors of the benefitted land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Table of land burdened and land benefitted:

| BURDENED LOTS SUBJECT TO 'TYPE A' OF THE SMALL LOT HOUSING CODE | BENEFITING LOTS ON THIS PLAN |
|---|---|
| 6 | 7 |
| 7 | 6,8 |
| 8 | 7,9 |
| 9 | 8,10 |
| 10 | 9,11 |
| 11 | 10,12 |
| 12 | 11,13 |
| 13 | 12 |
| 26 | 27,29, B |
| 27 | 26,28,29 |

## DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on this plan

1. Must not build or permit to be built or remain on the lot a building other than a building which has been constructed in accordance with the Small Lot Housing Code 'Type A' incorporated under the Wyndham Planning Scheme, unless a planning permit is granted by the Responsible Authority to construct a building on the lot.

This restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.

webster SURVEY GROUP
WEBSTER SURVEY GROUP
ABN: 35 456 993 855
662 Main Road, Eltham 3095
P.O Box 291, Eltham 3095
*Telephone:* (03) 9439 4222
*Facsimile:* (03) 9439 5288
*webstergroup.com.au*

| SCALE | | ORIGINAL SHEET SIZE: A3 | SHEET 6 |
|---|---|---|---|
| | | | SURVEYORS REF: 16040 |
| SIMON CAMPAGNOLO | VERSION A | | |

Delivered by LANDATA®, timestamp 07/09/2026 13:43 Page 7 of 7

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER**

PS827196T

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

| AFFECTED LAND/PARCEL | LAND/PARCEL IDENTIFIER CREATED | MODIFICATION | DEALING NUMBER | DATE | EDITION NUMBER | ASSISTANT REGISTRAR OF TITLES |
|---|---|---|---|---|---|---|
| LOTS 6 TO 13 | E-2 | CREATION OF EASEMENT | AY298826A | 21/08/24 | 2 | L.V. |
| LOT S2 | LOTS 41-46, 49-50, 54-62, 64-65, 67-77, S3, ROAD R3 | STAGE PLAN | PS827196T/S2 | 20/11/24 | 3 | RJS |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

# PROPERTY REPORT

Energy, Environment and Climate Action

**Created at 07 September 2026 02:54 PM**

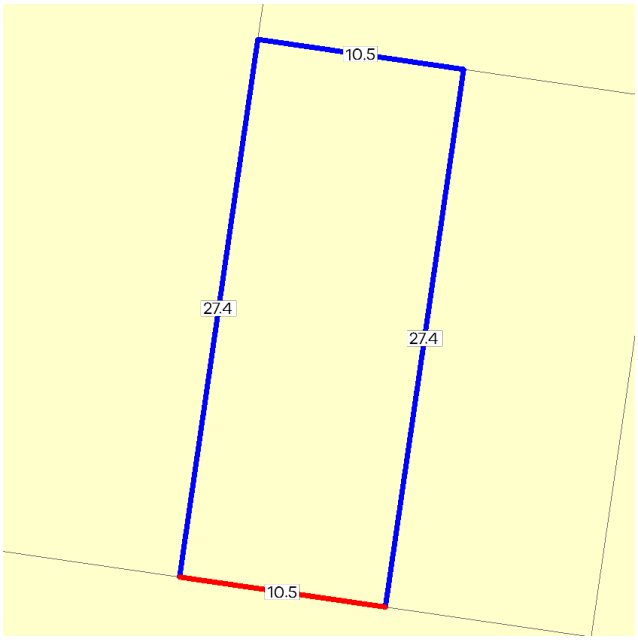
## PROPERTY DETAILS

| | |
|---|---|
| Address: | **6 AUGGIE WAY TARNEIT 3029** |
| Lot and Plan Number: | **Lot 26 PS827196** |
| Standard Parcel Identifier (SPI): | **26\PS827196** |
| Local Government Area (Council): | **WYNDHAM** |
| Council Property Number: | **270059** |
| Directory Reference: | **Melway 228 K6** |

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:** 288 sq. m
**Perimeter:** 76 m
For this property:
Site boundaries
Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

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

**Copyright © - State Government of Victoria**
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

# PROPERTY REPORT

Energy, Environment and Climate Action

## Area Map




**Selected Property**

**Copyright © - State Government of Victoria**
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

# PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 07 September 2026 02:54 PM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **6 AUGGIE WAY TARNEIT 3029** |
| Lot and Plan Number: | **Lot 26 PS827196** |
| Standard Parcel Identifier (SPI): | **26\PS827196** |
| Local Government Area (Council): | **WYNDHAM** www.wyndham.vic.gov.au |
| Council Property Number: | **270059** |
| Planning Scheme: | **Wyndham** Planning Scheme - Wyndham |
| Directory Reference: | **Melway 228 K6** |

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

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

View location in VicPlan

### Note

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

## Planning Zones

URBAN GROWTH ZONE (UGZ)
URBAN GROWTH ZONE - SCHEDULE 13 (UGZ13)




UGZ - Urban Growth

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

**Copyright © - State Government of Victoria**
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

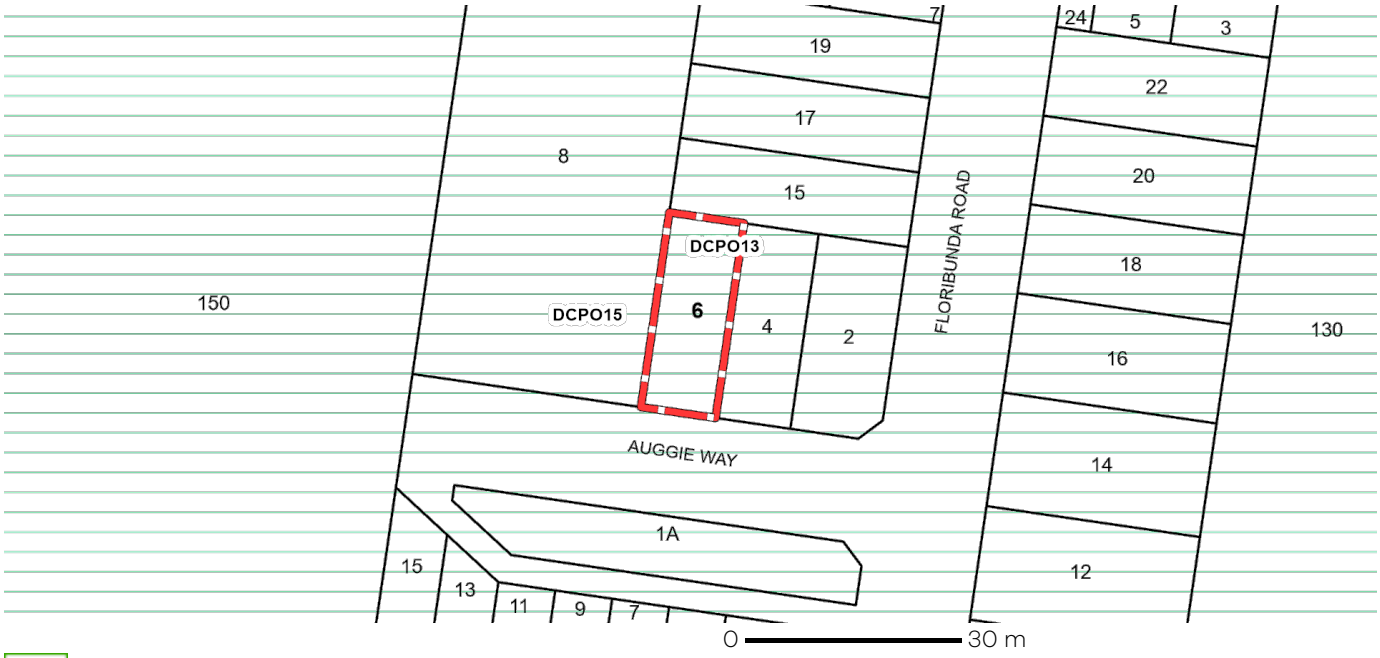
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

Department of Transport and Planning

## Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13 (DCPO13)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15 (DCPO15)




**DCPO - Development Contributions Plan Overlay**

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

## Growth Area Infrastructure Contribution

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




**Land added to the UGB since 2005**

**Copyright © - State Government of Victoria**
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

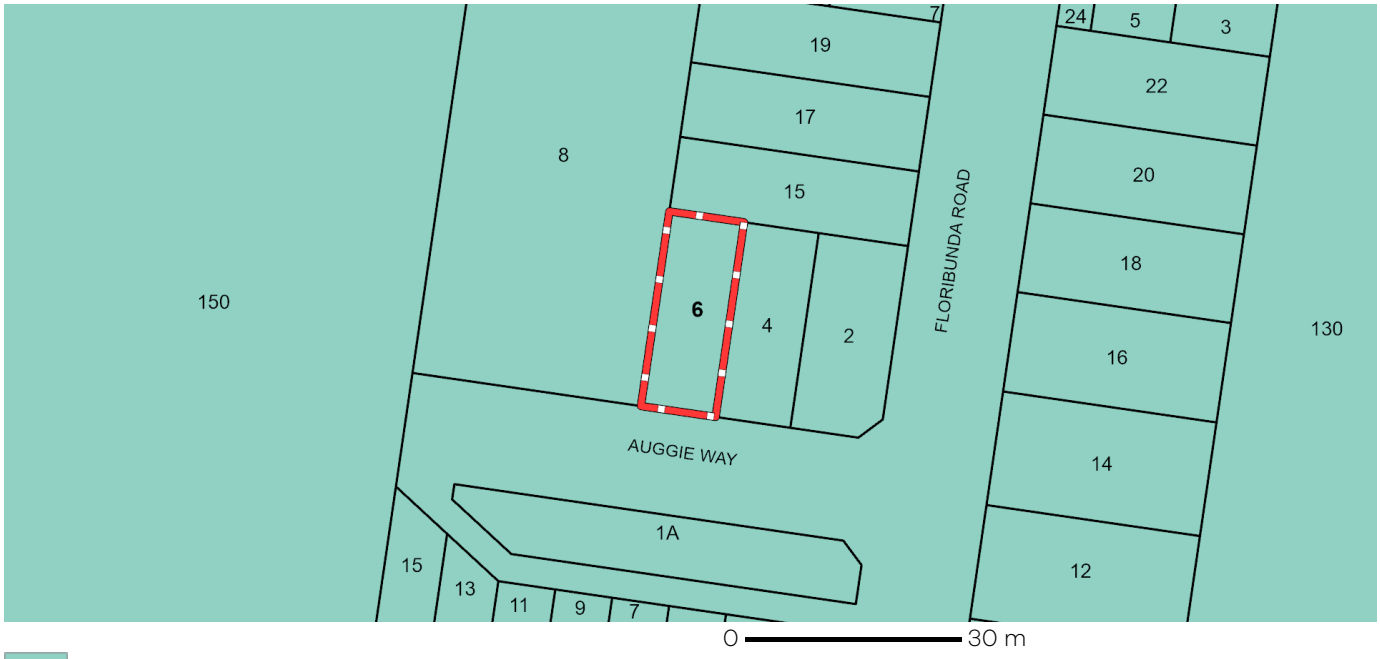
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

Department of Transport and Planning

## Melbourne Strategic Assessment

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




Melbourne Strategic Assessment Area

## Further Planning Information

Planning scheme data last updated on 4 September 2026.

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

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

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

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

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

**Copyright © - State Government of Victoria**
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.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).

# PLANNING PROPERTY REPORT

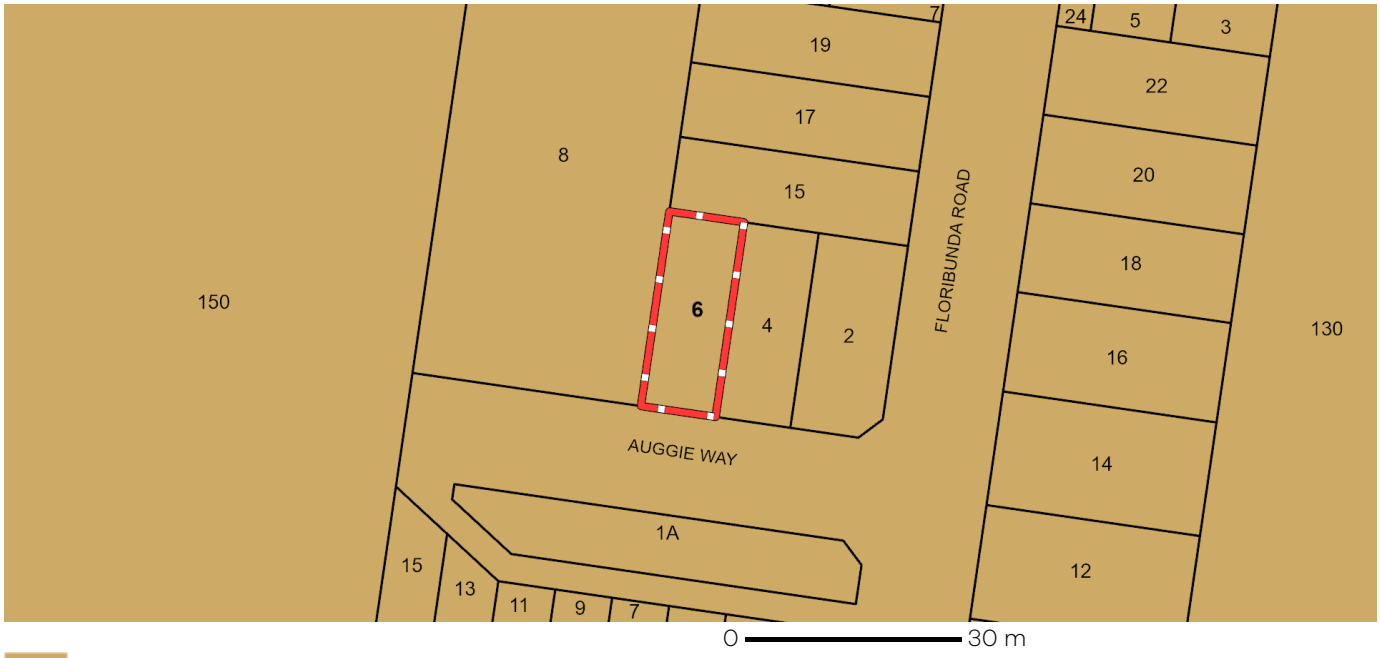
Department of Transport and Planning

## Designated Bushfire Prone Areas

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

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

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




**Designated Bushfire Prone Areas**

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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

**Copyright © - State Government of Victoria**
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.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).

Checkpoint

# FORM 2

Regulation 37(1)

## Building Act 1993

Building Regulations 2018

## BUILDING PERMIT

**ISSUED TO** (AGENT OF OWNER)

Royston Homes Pty Ltd - 56 Barclay Road, Derrimut - 3030, VIC - info@ahbaustralia.com.au

**ADDRESS FOR SERVING OR GIVING OF DOCUMENTS**

Royston Homes Pty Ltd - 56 Barclay Road, Derrimut - 3030, VIC
Contact: Royston Homes Telephone: 03 8390 1000

**OWNERSHIP DETAILS**

Edmond Gunarso & Jackline Herman - 5 Tellicherry Road, Glenfield - 2167, NSW
Contact: Edmond Gunarso & Jackline Herman Email: edmond.gunarso@live.com Telephone: 0421 969 345

**PROPERTY DETAILS**

**Lot 26 (6) Auggie Way, Tarneit - 3029**

| LP/PS | VOLUME | FOLIO | COUNTY |
|---|---|---|---|
| PS827196T | 12534 | 416 | - |

| CROWN ALLOTMENT | SECTION | PARISH |
|---|---|---|
| - | - | - |

MUNICIPAL DISTRICT: City of Wyndham

**BUILDER**

Royston Homes Pty Ltd, 56 Barclay Road, Derrimut - 3030, VIC - 03 8390 1000

**DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT**

| | | |
|---|---|---|
| Royston Homes Pty Ltd | Builder | CDB-U 50038 |
| Matthew Borzillo | Engineer | PE0003026 |
| Stuart McLennan | Building Surveyor | BS-U 1577 |

**DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK**

| | | |
|---|---|---|
| Royston Homes Pty Ltd | Builder | CDB-U 50038 |

| DETAILS OF DOMESTIC BUILDING WORK INSURANCE | INSURANCE POLICY NUMBER |
|---|---|
| Bovill Risk & Insurance Consultants Pty Ltd | C813512 |

**NATURE OF BUILDING WORK**

Proposed Construction of a New Dwelling and Garage
Version of BCA applicable to permit: National Construction Code Building Code of Australia 2022 – Volume 2

| STOREYS CONTAINED | STAGE OF BUILDING WORK PERMITTED | COST OF BUILDING WORK | FLOOR AREA OF NEW BUILDING WORK |
|---|---|---|---|
| One | Whole | $315,620.00 | 168 m2 |

**BUILDING CLASSIFICATION**

| PART OF BUILDING | BCA CLASSIFICATION | DESCRIPTION |
|---|---|---|
| Ground Floor | 1a(i) | Dwelling |
| Ground Floor | 10a | Garage |

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. H1P1 - Structural stability and resistance | A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement. |

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. H2P1 – Rainwater Management<br>2. H2P2 – Weatherproofing<br>3. H2P3 – Rising Damp | To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the outdoor living area (alfresco) protected by a roof overhang.<br>The roof overhang is to extend a minimum of 1.5m measured perpendicular to the wall.<br>The DPC within 1m of the walls protected with a roof overhang adjacent graded access paving may be reduced to 20mm clearance above the adjoining paving level (refer to Figure A for details). |



151-153 Clarendon St, Southbank VIC 3006
t +61 3 9673 0000

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. H2P2– Weatherproofing | To allow the brick veneer wall flashing system for aluminium framed windows and doors with frames incorporating cavity weatherproofing flanges to be installed as follows:<br>a. To allow the omission of head flashings above wall openings where the depth of masonry is not more than four brick courses between the top of the wall and masonry lintel.<br>b. To allow the omission of sill flashings in ground floor wall openings provided there is a wall flashing at the base of the wall and the window or door sill is nor more than 1.5m above the flashing.<br>c. To allow the omission of sill flashings to second floor wall openings, provided there is a perimeter flashing around the entire building at first floor level or head flashings are installed to all wall openings on the ground floor. The first floor flashing or ground floor head flashing is not to be more than 1.5m below the window sill.<br>d. To allow the omission of door and window side flashings.<br><br>The external wall frame is to be sealed with a vapour permeable pliable building membrane which is taped to the aluminium window or door frame flange with a suitable adhesive flashing tape (designed to prevent water ingress into the building) providing a durable weathertight seal.<br>NOTE: Weepholes below windows and doors are not required where the flashing has not been installed. |

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. H2P2 – Weatherproofing<br>2. H2P3 – Rising Damp | To allow the damp-proof course/flashing to be installed up to 20mm from the outside face of the mortar used in the construction of the masonry veneer wall.<br>The Performance solution applies to face brickwork and to masonry sealed with an acrylic render. |

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. P2.6.1 | 1. To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems. |

**PRESCRIBED REPORTING AUTHORITIES**

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

| REPORTING AUTHORITY | MATTER REPORTED ON OR CONSENTED TO | REGULATION NO. |
|---|---|---|
| 1. City of Wyndham | Report & Consent – Legal Point of Discharge of Storm Water | 133(2) |

**PROTECTION WORK**

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

**INSPECTION REQUIREMENTS**

The mandatory inspection notification stages are:

| | | | |
|---|---|---|---|
| Before placing a footing | Before pouring an in situ reinforced concrete | The completion of framework | Final, on completion of all building work |

**OCCUPATION OR USE OF BUILDING**

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

**COMMENCEMENT AND COMPLETION**

The building work must commence by 31/05/2025
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.
This building work must be completed by 31/05/2026
If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.



151-153 Clarendon St, Southbank VIC 3006
t +61 3 9673 0000

**CONDITIONS:**

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
3. The builder named in the building permit must ensure that
   a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
      (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
      (ii) The building permit number and the date of issue of the permit; and
   b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. Prior to the erection of the Frame, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations and Certification to the Relevant Building Surveyor. All prefabricated Walls (including bracing design), Floors and/or Roof Truss must be installed in accordance with the manufacturers installation guidelines.
6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
7. This dwelling has been designed to achieve a minimum of 6 Star Energy Rating and includes an onsite connection to Recycled Water provided by the Relevant Authority.
8. An assessment has been carried out for the proposed dwelling in accordance with AS 3959.2018, the Relevant Building Surveyor has determined that the category of bush fire attack level is BAL-12.5. Please refer to the Architectural plans for specific construction requirements for BAL-12.5.
9. Termite Protection MUST be provided to the dwelling, in accordance with AS 3660.1.2014.
10. Carparking must be accessible from the front street with a crossover and a driveway pursuant to Regulation 78. AS 2890.1-2004 is NOT a referenced Australian Standard to the National Construction Code, however it provides guidelines for builders and owners when designing and constructing their driveways, wherein the maximum driveway gradient is 1:8 or 1:5 with transitions top and bottom.
11. Prior to the issuance of an Occupancy Permit; Certificates from the Supplier/Installer must be provided to Checkpoint Building Surveyors certifying that the Waterproofing Membrane installed has been tested and complies with AS 4858 and AS 4654 Part 1 (where applicable); and that all wet areas have been Waterproofed in accordance with AS 3740 and AS 4654 Part 2 (where applicable).
12. The Relevant Building Surveyor certifies that substantial progress was made on the design of the building to which this permit relates prior to 1st May 2024. The requirements of the **National Construction Code – BCA 2022 (Volume 2) Parts H6, H8 and H4P7** do not apply to the relevant building work pursuant to section 10(2) of the Building Act 1993.
13. The builder is to ensure the light weight cladding system (James Hardie Hardie Fine) is installed strictly in accordance with the manufacturers installation & specification manual. Furthermore upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.

**RELEVANT BUILDING SURVEYOR**

**David Dennerley**

**REGISTRATION NO.**

**BS-L 60053**

**BUSINESS**

Checkpoint Building Surveyors
Address: 151-153 Clarendon Street Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

**PERMIT NO.**

7607542588115

**SIGNATURE**



**DATE**

31/05/2024

**NOTES:**

1. Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than $16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over $5,000 and the domestic warranty insurance for building works over $16,000.

**CBS 2024/0004494**

# FORM 16

Regulation 192

## Building Act 1993

Building Regulations 2018

## OCCUPANCY PERMIT

**PROPERTY DETAILS**

| | | | |
|---|---|---|---|
| **Lot 26 (6) Auggie Way, Tarneit - 3029** | | | |
| LP/PS | VOLUME | FOLIO | COUNTY |
| PS827196T | 12534 | 416 | - |
| CROWN ALLOTMENT | SECTION | PARISH | |
| - | - | - | |
| MUNICIPAL DISTRICT | | | |
| City of Wyndham | | | |

**BUILDING PERMIT DETAILS**

| |
|---|
| Building Permit No.: 7607542588115 |
| Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2022 – Volume 2 |

**BUILDING DETAILS**

Proposed Construction of a New Dwelling and Garage

| PART OF BUILDING WHICH PERMIT | BCA CLASSIFICATION | PERMITTED USE | ALLOWABLE FLOOR LOAD | NO. OF PEOPLE |
|---|---|---|---|---|
| Ground Floor | 1a(i) | Dwelling | 1.5 kPa | NA |
| Ground Floor | 10a | Garage | 2.5 kPa | NA |

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. H1P1 - Structural stability and resistance | A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement. |

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. H2P1 – Rainwater Management<br>2. H2P2 – Weatherproofing<br>3. H2P3 – Rising Damp | To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the outdoor living area (alfresco) protected by a roof overhang.<br>The roof overhang is to extend a minimum of 1.5m measured perpendicular to the wall.<br>The DPC within 1m of the walls protected with a roof overhang adjacent graded access paving may be reduced to 20mm clearance above the adjoining paving level (refer to Figure A for details). |

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. H2P2– Weatherproofing | To allow the brick veneer wall flashing system for aluminium framed windows and doors with frames incorporating cavity weatherproofing flanges to be installed as follows:<br>a. To allow the omission of head flashings above wall openings where the depth of masonry is not more than four brick courses between the top of the wall and masonry lintel.<br>b. To allow the omission of sill flashings in ground floor wall openings provided there is a wall flashing at the base of the wall and the window or door sill is nor more than 1.5m above the flashing.<br>c. To allow the omission of sill flashings to second floor wall openings, provided there is a perimeter flashing around the entire building at first floor level or head flashings are installed to all wall openings on the ground floor. The first floor flashing or ground floor head flashing is not to be more than 1.5m below the window sill.<br>d. To allow the omission of door and window side flashings.<br><br>The external wall frame is to be sealed with a vapour permeable pliable building membrane which is taped to the aluminium window or door frame flange with a suitable adhesive flashing tape (designed to prevent water ingress into the building) providing a durable weathertight seal.<br>NOTE: Weepholes below windows and doors are not required where the flashing has not been installed. |

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. H2P2 – Weatherproofing<br>2. H2P3 – Rising Damp | To allow the damp-proof course/flashing to be installed up to 20mm from the outside face of the mortar used in the construction of the masonry veneer wall.<br>The Performance solution applies to face brickwork and to masonry sealed with an acrylic render. |

**CBS 2024/0004494**

151-153 Clarendon St, Southbank VIC 3006
t +61 3 9673 0000

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| RELEVANT PERFORMANCE REQUIREMENT: | DETAILS OF PERFORMANCE SOLUTION: |
|---|---|
| 1. P2.6.1 | 1. To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems. |

**PRESCRIBED REPORTING AUTHORITIES**

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

| REPORTING AUTHORITY | MATTER REPORTED ON OR CONSENTED TO | REGULATION NO. |
|---|---|---|
| 1. City of Wyndham | Report & Consent – Legal Point of Discharge of Storm Water | 133(2) |

**CONDITIONS**

Occupation is subject to the following conditions:

1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. A notice in accordance with AS 3660.1-2014 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2014.
3. The connection of water and gas (if required) with the relevant supply authorities.

**SUITABILITY FOR OCCUPATION**

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

**DATE OF FINAL INSPECTION**

26/02/2025

**RELEVANT BUILDING SURVEYOR**

**David Dennerley**

**REGISTRATION NO.**

**BS-L 60053**

**BUSINESS**

Checkpoint Building Surveyors
Address: 151-153 Clarendon Street Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

**OCCUPANCY PERMIT NO.**

7607542588115

**SIGNATURE**



**DATE OF ISSUE**

27/02/2025

**NOTES:**

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.



151-153 Clarendon St, Southbank VIC 3006
t +61 3 9673 0000

**BOVILL RISK & INSURANCE CONSULTANTS PTY LTD**
Level 9, IBM Centre 60 City Road
Southbank, VIC 3006
bric.com.au
1800 077 933

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE
THAT THE SITING OF THE BUILDING COMPLIES
WITH THE ENDORSED PLANS

# Domestic Building Insurance

## Certificate of Insurance

**Edmond Gunarso, Jackline Herman**

**5 Tellicherry Rd**
**GLENFIELD**
**NSW 2167**

TERMITE PROTECTION IS
REQUIRED IN ACCORDANCE
WITH AS3660.1

Policy Number:
**C813512**

Policy Inception Date:
**10/08/2023**

Builder Account Number:
**003323**

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

### Policy Schedule Details

| | |
|---|---|
| Domestic Building Work: | **C01: New Single Dwelling Construction** |
| At the property: | **Lot 26 Auggie Way Tarneit, VIC VIC 3029 Australia** |
| Carried out by the builder: | **ROYSTON HOMES PTY LTD** |
| Builder ACN: | **116651346** |

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

| | |
|---|---|
| For the building owner(s): | **Edmond Gunarso, Jackline Herman** |
| Pursuant to a domestic building contract dated: | **01/06/2023** |
| For the contract price of: | **$ 315,620.00** |
| Type of Cover: | **Cover is only provided if ROYSTON HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *** |
| The maximum policy limit for claims made under this policy is: | **$300,000 all inclusive of costs and expenses *** |
| The maximum policy limit for non-completion claims made under this policy is: | **20% of the contract price limited to the maximum policy limit for all claims under the policy*** |

**PLEASE CHECK**

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

**IMPORTANT**

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

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

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT
Building act 1993 building regulations 2018
RBS: David Dennerley BSL-60053
Date: 31/05/2024 BP: 7607542588115
INSPECTION BOOKING
03 9673 0000
24 HOURS NOTICE REQUIRED



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

**BOVILL RISK & INSURANCE CONSULTANTS PTY LTD**
Level 9, IBM Centre 60 City Road
Southbank, VIC 3006
bric.com.au
1800 077 933

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE
THAT THE SITING OF THE BUILDING COMPLIES
WITH THE ENDORSED PLANS

## Period of Cover

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

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

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

Issued by Victorian Managed Insurance Authority (VMIA)

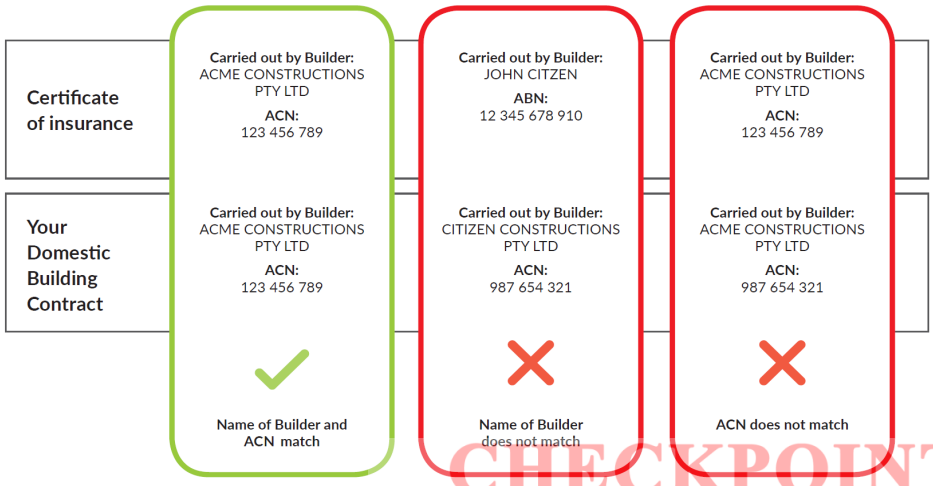
TERMITE PROTECTION IS
REQUIRED IN ACCORDANCE
WITH AS3660.1

## Domestic Building Insurance Premium and Statutory Costs

| | |
|---|---|
| Base DBI Premium: | **$710.00** |
| GST: | **$71.00** |
| Stamp Duty: | **$78.10** |
| **Total:** | **$859.10** |

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

***Below are some example of what to look for***




CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT
Building act 1993 building regulations 2018
RBS: David Dennerley BSL-60053
Date: 31/05/2024 BP: 7607542588115
INSPECTION BOOKING
03 9673 0000
24 HOURS NOTICE REQUIRED

# Notice of Rates & Charges
## 2026 - 2027
1 July 2026 - 30 June 2027


**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


| Assessment Number | Due Date |
|---|---|
| **270059** | **30/09/2026** |
| Payment Reference Number | Issue Date |
| **18002700591** | **01/08/2026** |

270059

[View Important Information About Rates & Valuations]

023-3018 (9198)
E

E Gunarso & J Herman
C/- Xynergy Realty
114-116 Queen Street
ALTONA VIC 3018

**Free of Charge Waste Services**
3 x Hard/Green Waste Collection Service and 1 x Waste Voucher
Visit www.wyndham.vic.gov.au for more information, terms & conditions

**PROPERTY LOCATION AND DESCRIPTION**
V 12534 F 416 L 26 PS 827196 Tarneit Parish, V 12534 F 416 L 26 PS 827196 Tarneit Parish
**6 Auggie Way TARNEIT VICTORIA 3029**
110 Detached Dwelling
**Property Owner:** E Gunarso & J Herman

### 2026-27 Waste Voucher
Present this voucher to dispose of one domestic load of waste from this property at the Wyndham Refuse Disposal Facility at 470 Wests Road, Werribee, free of charge.
**Voucher expires 30 September 2027**
WYN268C4L100789325

| LEVEL OF VALUATION | DATE DECLARED | SITE VALUE | CAPITAL IMPROVED VALUE | NET ANNUAL VALUE | WARD |
|---|---|---|---|---|---|
| 01/01/2026 | 01/07/2026 | $290,000 | $580,000 | $29,000 | Wimba |

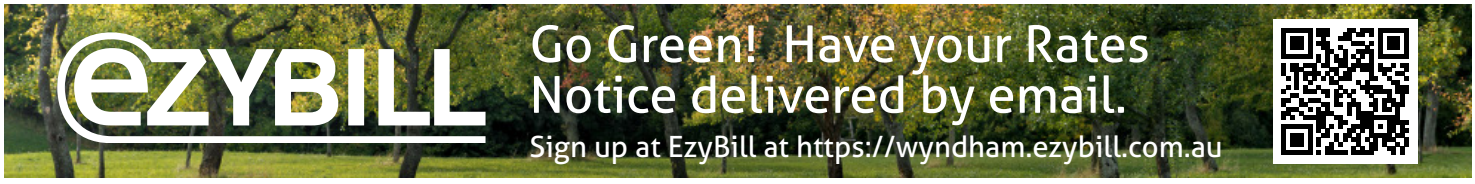
| | |
|---|---|
| **Developed Land (Residential)** (0.002147 x $580,000) | **$1,245.26** |
| **Municipal Charge** | **$72.25** |
| **Waste Management Charge** | **$487.00** |
| **Emergency Services and Volunteers Fund (ESVF) Collected on behalf of the State Government** | |
| **ESVF - Residential Fixed** | **$139.00** |
| **ESVF - Residential Variable** (0.000173 x $580,000) | **$100.34** |
| **TOTAL AMOUNT** | **$2,043.85** |

| Arrears Due Immediately |
|---|
| **$0.00** |

| Instalments | |
|---|---|
| 1st Instalment 30/09/2026 | **$510.85** |
| 2nd Instalment 30/11/2026 | **$511.00** |
| 3rd Instalment 28/02/2027 | **$511.00** |
| 4th Instalment 31/05/2027 | **$511.00** |

Rates for 2026/2027 are based on the valuation of the property as at 1 January 2026. **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 29/07/2026 will not be shown on this notice.**

270059

510.85

**Assessment No.** 270059
**Name** E Gunarso & J Herman
**Address** 6 Auggie Way TARNEIT VICTORIA 3029

**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 |
|---|---|---|---|---|---|

1st Instalment by 30/09/2026
**$510.85**
*396 2514514

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 2026, an admin fee of $19.90 will apply per notice for any requests for copies of notices.

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

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

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

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

**Notice of valuation**
Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2026 for the 2026 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 | | $580,000 |
|---|---|---|
| **Differential** | **Rates in $** | **Total** |
| Recreation Land | 0.001074 | $622.92 |
| Developed Land | 0.002147 | $1,245.26 |
| Commercial Developed Land | 0.003006 | $1,743.48 |
| Industrial Developed Land | 0.003435 | $1,992.30 |
| Residential Development Land | 0.003650 | $2,117.00 |
| Residential Vacant Land | 0.003435 | $1,992.30 |
| Commercial Vacant Land | 0.003650 | $2,117.00 |
| Industrial Vacant Land | 0.003865 | $2,241.70 |
| Farm Land | 0.001718 | $996.44 |
| Rural Lifestyle Land | 0.001932 | $1,120.56 |
| Rural Vacant Land | 0.002147 | $1,245.26 |

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

**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—

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

**Payment of rates**
Council has declared that rates and charges are to be paid by 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:

1. Legal costs owing (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing (if any)

**Arrears and late payments**
Payment options are identified in this notice. Where you seek to pay your rates and/or charges by way of a payment plan, or you seek a deferral or a waiver of making payments of rates and/or charges, you must make an application in writing to the Rates Collections Unit of Council. See: www.wyndham.vic.gov.au for 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 Emergency Services Volunteer Levy. To find out whether you are eligible for a rebate, contact Council's Rating Services Unit on 1300 023 411.
Please note: Health Care Cards are not accepted for pensioner rebates.

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

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

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

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

## METHODS OF PAYMENT

### Online
www.wyndham.vic.gov.au
Register as a portal user to pay your rates using Mastercard, Visa or American Express

**Payment Reference Number**
**18002700591**

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

### BPAY
®Registered to BPAY Pty Ltd
ABN 69 079 137 518

Contact your participating financial institution to make a payment.

**Biller Code 482620**
**Reference number**
**38002700599**

Important: Your BPAY Biller Code & Reference Number has changed please update your records, use the new Biller Code, and Reference Number shown above for all future payments.

### Australia Post
Post Billpay

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

**Billpay Code 0396**
**Reference number**
**2514514**

### 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.

Greater Western Water

**Are you using the correct account number?**

Use the account number on this bill so your payment goes to the right place.

J Herman & E Gunarso
C/O Xynergy Realty Altona
114-116 Queen St
ALTONA VIC 3018

**Account number**
20410 44860

**Tax Invoice** 204261810074

**Date of issue** 20 Jul 2026

**Service address**
6 Auggie Way, Tarneit
VIC, 3029

**Amount to pay**
**$340.45**

| | |
|---|---|
| Previous bill | $185.59 |
| Payments received | $0.00 |
| Balance | $185.59 |
| Current charges | $154.86 |
| **Total charges** | **$340.45** |

Please see page 2 for detailed information

**Pay by**
**16 Sep 2026**

Having trouble paying your bill?

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

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

## Payment options

**Greater Western Water ABN** 70 066 902 467

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

**BPAY**
Biller code: **8789**
Ref: **20410448608**
Go to **bpay.com.au**
® Registered to BPAY Pty Ltd
ABN 69 079 137 518

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

**Australia Post**
Billpay code: **0362**
Ref: **0204 1044 8607**
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: **20410 44860**

*362 020410448607

# Usage and charges

| | |
|---|---|
| **Outstanding balance** | **$185.59** |

## Your network charges [1]

| | Charge period | Amount |
|---|---|---|
| **Recycled Water** | 01/07/2026 - 30/09/2026 | $11.62 |
| **Water** | 01/07/2026 - 30/09/2026 | $61.08 |
| **Sewer** | 01/07/2026 - 30/09/2026 | $82.16 |
| **Total network charges** | | **$154.86** |

## Your total charges **$154.86**

**Annual prices and charges update**
From 1 July 2026, our prices changed as part of our annual update. This was approved by the Essential Services Commission, Victoria's independent water regulator. Learn more at **gww.com.au/prices-2027**

**Questions about your bill?**
If you have questions about billing, visit **gww.com.au/billingupdates** or call **13 44 99**.

**Customer charters**
We've updated our customer charters to reflect temporary changes to our billing cycle approved by the Essential Services Commission. Visit **gww.com.au/policies**

**Privacy statement**
Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting your personal information. Read our privacy policy at **gww.com.au/privacy**

## Your charges explained

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

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

**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**

**Supporting customers affected by billing issues**

We've finalised an enforceable undertaking with the Essential Services Commission. This is our commitment to take responsibility, fix issues and do better for our customers.

Visit our website to check if you're eligible for a credit or waiver **gww.com.au/eu-billing**



Greater Western Water

# Your Water News

## Save water, every season

Even during the cooler months, saving water matters so we can protect our storages for the summer ahead.

Winter grass can look healthy and green, but the soil underneath is often very dry. When it rains, the soil soaks it up before it flows into our reservoirs. And while the levels of some of our smaller storages may improve after rainfall, they can drop very quickly as soon as dry weather returns.

Every action you take to save water adds up and can help your community. Simple choices, like sticking to a 4-minute shower or only using the washing machine when you have a full load can make a big difference.

Visit our website to learn how you can make every drop count **gww.com.au/saving-water**



## Supporting Melbourne's water supply

The Minister for Water recently confirmed a 150-billion litre order for desalinated water from the Victorian Desalination Plant for 2026–27.

This large order will see the plant running at full capacity to support Greater Melbourne's ongoing dry conditions, with low rainfall and less water flowing into our storages.

We're monitoring storage levels and customer usage to determine the likelihood of restrictions in the future.

You can visit **gww.com.au/wateroutlook** to learn more.



## Price changes

From 1 July 2026, water prices have increased for residents and businesses. This change reflects inflation, Melbourne Water's wholesale price increase and the services and investments outlined in our 2024-28 price submission, approved by the Essential Services Commission. It also includes the cost of the 150 billion litre desalination order for 2026-27, to help maintain a reliable water supply. Learn more at **gww.com.au/prices-2027**

### Need help with your bills?

We know cost of living pressures are real and support is available. If you need help understanding your bill, or setting up a payment plan, a concession or financial assistance, visit **gww.com.au/accounts-billing** or get in touch – we're here to help.

## What's the 'E' on your bill?

An 'E' on your bill means your meter reading was estimated. There are a few reasons why we estimate bills, including when we can't access your water meter.

If we need to estimate your reading, we'll show this on your bill.

You can always send us your current reading and we'll add it to your account.

### How to read your water meter

1. Find your water meter. It should be at the front of your property (often near your garden tap).
2. When you've found your meter, write down all the black numbers against the white background (ignore red numbers or numbers against a red background). This gives your reading in kilolitres.
3. Next, write down the meter number. Meter numbers usually start with the letters M or MA.
4. Send us your meter reading through your My GWW online account, by SMS to **0480 015 200**, via webchat, or call us on **13 44 99.**

For more information visit **gww.com.au/watermeter**

Greater Western Water respectfully acknowledges the Traditional Owners of the lands and waters upon which we work and operate, the peoples of the Kulin Nation. We pay our deepest respects to their Elders past and present who continue to forge the way ahead for their emerging leaders.

# Delivering on our commitments

We're continuing to make steady progress on the actions in our enforceable undertaking related to billing. This is our commitment to make things right and deliver long-term improvements for our customers. Some recent updates include:

- We're answering calls faster: In April 2026, our average wait time was 3 minutes and 26 seconds, below our target of four minutes. This means you can get through to us sooner when you need help.
- Customer care days are continuing across our region: You can book a time or drop in to talk with us face to face about your account, your bills, or the support available. To learn more, visit **gww.com.au/customer-care**
- Direct debit payments are back: You can now register to pay your bill in full using direct debit, making it easier to stay on top of payments.

We also engaged independent experts to review our customer communications and hardship grants program. Their findings, published in March 2026, set out clear, practical steps to strengthen how we support and communicate with you. These improvements are designed to make it simpler to get in touch, get answers and manage your account.

Learn more about our enforceable undertaking and the improvements we're making at **gww.com.au/eu-billing**

# How schools are saving millions of litres of water

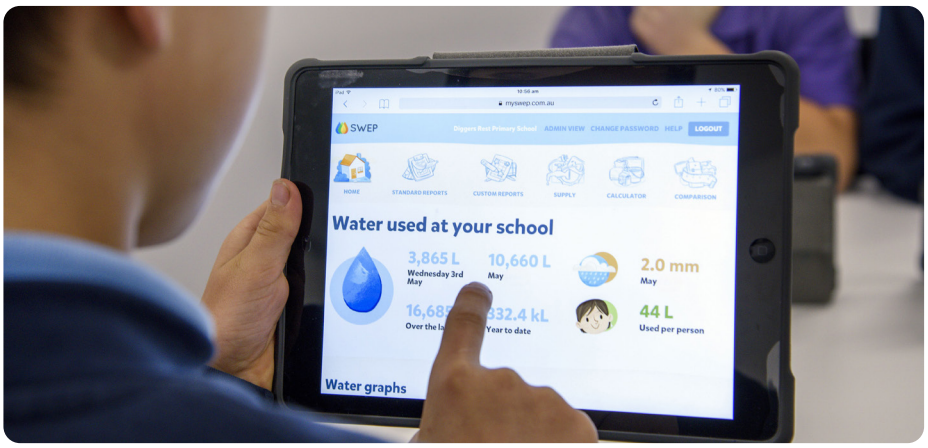
Many local schools across our region are finding simple ways to save water – and money – with help from the Schools Water Efficiency Program (SWEP).

Last year, 215 schools across the GWW service region saved around 103.1 million litres of water, avoiding about $488,000 in water costs.

This free Victorian Government program helps schools track their water use by installing data loggers on water meters. This real-time data makes it easier to spot leaks, faulty appliances, or unusual spikes in water use early.

Arnold's Creek Primary School is one school seeing the benefits. After noticing higher than expected water bills, SWEP data showed significant water use at odd hours, like 2am and 3am. That insight helped the school track the issue back to their irrigation system, get it fixed and take charge of their water use.

If you have a local school in mind that might benefit, learn more at **gww.com.au/SWEP**




# Keep your meter cosy this winter

It's that time of year when the Ugg boots, flannelette PJs and beanies come out ... and your water meter needs a winter outfit too!

When frost hits, uncovered meters can freeze and stop your water from running. To keep yours warm, simply dress it with something that traps the air around it – like a bucket, tub, or cardboard box.



This winter, we've been inviting customers to add a bit of flair by 'dressing up' your water meter. Whether you show your footy colours, paint a face on your protector, or keep it straightforward, the important thing is keeping your meter protected from frost.

Learn more at **gww.com.au/frozenmeters**

If you're dealing with an emergency such as gushing water, no water supply or blockages affecting your whole home call **13 44 99**.

We're available 24 hours a day, seven days a week.

Visit **gww.com.au/report-fault** to learn more.

**Contact us**

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

# Property Clearance Certificate

*Land Tax*

EASY LINK CONVEYANCING, CARE OF LANDCHECKER

| | |
|---|---|
| **Your Reference:** | LD:81824271-010-2.HN-26/41 |
| **Certificate No:** | 11270344 |
| **Issue Date:** | 07 SEP 2026 |
| **Enquiries:** | ESYSPROD |

**Land Address:** 6 AUGGIE TARNEIT VIC 3029

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 50569022 | 26 | 827196 | 12534 | 416 | $0.00 |

**Vendor:** JACKLINE HERMAN & EDMOND GUNARSO

**Purchaser:** TBA

| Current Land Tax | Year | Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|---|
| MS JACKLINE HERMAN | 2026 | $280,000 | $975.00 | $0.00 | $0.00 |

**Comments:** Land Tax of $975.00 has been assessed for 2026, an amount of $975.00 has been paid.

| Current Vacant Residential Land Tax | Year | Taxable Value (CIV) | Tax Liability | Penalty/Interest | Total |
|---|---|---|---|---|---|

**Comments:**

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|

| Arrears of Vacant Residential Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|

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

**Paul Broderick**
Commissioner of State Revenue

| | |
|---|---|
| CAPITAL IMPROVED VALUE (CIV): | $510,000 |
| SITE VALUE (SV): | $280,000 |
| **CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:** | **$0.00** |

# Notes to Certificate - Land Tax

**Certificate No:** 11270344

**Power to issue Certificate**

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

**Amount shown on Certificate**

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

**Land tax is a first charge on land**

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

**Information for the purchaser**

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

**Information for the vendor**

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

**Apportioning or passing on land tax to a purchaser**

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

**General information**

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $280,000

Calculated as $975 plus ( $280,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,100.00

Taxable Value = $510,000

Calculated as $510,000 multiplied by 1.000%.

## Land Tax - Payment Options

**BPAY**

Biller Code:5249
Ref: 11270344

**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: 11270344

**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:81824271-010-2.HN-26/41911 |
| **Certificate No:** | 11270344 |
| **Issue Date:** | 07 SEP 2026 |
| **Enquires:** | ESYSPROD |

| | |
|---|---|
| **Land Address:** | 6 AUGGIE TARNEIT VIC 3029 |

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 50569022 | 26 | 827196 | 12534 | 416 | $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: | $510,000 |
| SITE VALUE: | $280,000 |
| **CURRENT CIPT CHARGE:** | **$0.00** |

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 11270344

**Power to issue Certificate**

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

**Amount shown on Certificate**

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

**Australian Valuation Property Classification Code (AVPCC)**

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

**Commercial and industrial property tax information**

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

**Change of use of tax reform scheme land**

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

**Commercial and industrial property tax is a first charge on land**

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

**Information for the purchaser**

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

**Information for the vendor**

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

**Passing on commercial and industrial property tax to a purchaser**

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

**General information**

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

# Property Clearance Certificate

*Windfall Gains Tax*

EASY LINK CONVEYANCING, CARE OF LANDCHECKER

| | |
|---|---|
| **Your Reference:** | LD:81824271-010-2.HN-26 /41911 |
| **Certificate No:** | 11270344 |
| **Issue Date:** | 07 SEP 2026 |

**Land Address:** 6 AUGGIE TARNEIT VIC 3029

| Lot | Plan | Volume | Folio |
|---|---|---|---|
| 26 | 827196 | 12534 | 416 |

**Vendor:** JACKLINE HERMAN & EDMOND GUNARSO

**Purchaser:** TBA

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**
**$0.00**

**Paul Broderick**
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 11270344

**Power to issue Certificate**

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

**Amount shown on Certificate**

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

**Windfall gains tax is a first charge on land**

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

**Information for the purchaser**

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

**Information for the vendor**

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

**Passing on windfall gains tax to a purchaser**

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

**General information**

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

## Windfall Gains Tax - Payment Options

**BPAY**

Biller Code: 416073
Ref: 11270345

**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: 11270345

**Visa or Mastercard**

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

**sro.vic.gov.au/payment-options**

**Important payment information**

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

# Due Diligence Checklist

## What you need to know before buying a residential property

Consumer Affairs Victoria

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

### Urban living

***Moving to the inner city?***

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

***Is the property subject to an owners corporation?***

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

### Growth areas

***Are you moving to a growth area?***

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

### Flood and fire risk

***Does this property experience flooding or bushfire?***

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

### Rural properties

***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

***Has previous land use affected the soil or groundwater?***

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

Consumer Affairs Victoria

**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:** EDMOND GUNARSO and JACKLINE HERMAN

**PROPERTY:** 6 AUGGIE WAY TARNEIT VIC 3029

1. The Property is subject to Mortgage(s), particulars of which are as follows:

   (a) Mortgagee(s):....WESTPAC BANKING CORPORATION

   of:..

   (b) Amount secured $.....
   Instalments $..... per.....
   Amount required to discharge the Mortgage $.....
   (THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

   (c) Rate of interest payable .....% p.a.
   Default rate .....% p.a.

   (d) Due date of repayment of Mortgage(s): ...../...../2
   (UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

   (e) The Mortgage does *does not provide for further advances *as follows:

   .....

   (f) The Vendor is not in default under the Mortgage.

   (g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT ...../...../200

SIGNATURE OF VENDOR(S) .....

---

## ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT ...../...../200

SIGNATURE OF PURCHASER(S) .....

---

## RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

   A. The particulars provided by the Vendors in this Statement are accurate.
   B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
   C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

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

SIGNATURE OF PURCHASER(S) .....