

# MELBOURNE CONVEYANCING

## Important notice to interested purchasers

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Potential purchasers are advised that it is their sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale.

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# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: 16 WILLS Terrace BURNSIDE HEIGHTS VIC 3023**

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 **VAN THANH DAI & THANH QUYEN TRINH**

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

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

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

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

### Off-the-Plan Sales

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

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

**HARCOURTS REAL ESTATE**

Tel: / Fax: Ref: NATHAN HUNT Email: sold@rataandco.com.au

### VENDOR

**VAN THANH DAI and THANH QUYEN TRINH**

Tel: Email:

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**Melbourne Conveyancing Pty Ltd**

of 57 Theodore Street, ST ALBANS 3021

Tel: 03 9364 6111 Fax: 03 9923 6095 Ref: KH-25/5926 Email: info@melbourne-conveyancing.com.au

### PURCHASER

Tel: Email:

### 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
10940/034	500	PS 519342D

The Land includes all improvements and fixtures.

### **PROPERTY ADDRESS**

The address of the land is:

**16 WILLS Terrace BURNSIDE HEIGHTS VIC 3023**

### **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

Balance

\_\_\_\_\_
\$ \_\_\_\_\_

by
(of which \$ \_\_\_\_\_ has been paid)
payable at settlement

**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:

\_\_\_\_\_

**GST WITHHOLDING NOTICE**

Purchaser must make a GST withholding payment if the box is checked.

**SETTLEMENT** (general condition 17 and 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 1.1.

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 23 and add any further provisions by way of special conditions:

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**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 – NOT APPLICABLE AT AUCTION**

- General Condition 21 applies only if the box is checked

**PEST REPORT – NOT APPLICABLE AT AUCTION**

- General Condition 22 applies only if the box is checked

**SPECIAL CONDITIONS**

**SPECIAL CONDITIONS**

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

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

INFORMATION ONLY

## SPECIAL CONDITIONS

1. In the event of any inconsistency between the Special Conditions and the General Conditions specified herein, the Special Conditions of this Contract shall prevail to the extent necessary to resolve such inconsistency.
2. **ACCEPTANCE OF TITLE**

General Condition 14.3 (d) is added:

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.
3. **AUCTION CLAUSE**
  - 3.1 If the property is offered for sale by Public Auction, it is subject to the vendor's reserve price.
  - 3.2 The Rules and Information Sheet for the conduct of the auction shall be as set out in the **Schedules of the Sale of Land (Public Auctions) Regulations 2014** or any rules prescribed by regulation which modify or replace those Rules.
4. **PLANNING**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land, including but not limited to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect thereof.
5. **NO REPRESENTATIONS**
  - 5.1 The purchaser acknowledges that the Contract of Sale constitutes the whole of the agreement made between the vendor and the purchaser.
  - 5.2 It is hereby agreed between the parties hereto that there are no conditions, obligations, representations, warranties (except those contained herein) or other terms affecting this sale other than those contained herein.
  - 5.3 The purchaser shall not be entitled to rely on any representations made by the vendor or the vendor's agent or representative unless they are set out in the Contract of Sale.
  - 5.4 The purchaser agrees that the purchaser has made its own independent enquiries on all matters and does not rely on anything stated by or on behalf of the vendor.
6. **DEPOSIT**
  - 6.1 The deposit payable hereunder shall be ten per centum (10%) of the purchase price.
  - 6.2 In the event the purchaser fails to pay the full deposit on the due date, this Contract of Sale is voidable at the option of the Vendor.
7. **FIRB APPROVAL**
  - 7.1 The purchaser warrants that the provisions of the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** do not require the purchaser to obtain consent to enter this Contract of Sale.
  - 7.2 If there is a breach of the warranty contained in this Special Condition (whether intentional or not), the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.
  - 7.3 This warranty and indemnity do not merge on completion of this contract.
8. **ACKNOWLEDGEMENT OF STATEMENT BY PURCHASER**

The purchaser acknowledges having received from the vendor's estate agent prior to the execution of this contract or any preliminary contract or contract note or payment of any deposit or other money a statement in writing as required by section 32(1) of the **Sale of Land Act 1962**.
9. **INSPECTION OF PROPERTY**
  - 9.1 The purchaser acknowledges that the purchaser has inspected the property and chattels in their present condition and state of repair and with any defects existing at the date thereof. The purchaser agrees that the vendor is under no liability or obligations to carry out repairs, renovations, alternations or improvements.

- 9.2 In the event where there is any pergola, carport, or any other structures on the property which do not comply with the requirements of the council or any other competent authorities, the purchaser(s) shall not raise any objections, make any requisition, nor claim compensation in respect of such non-compliance or because of failure or refusal of the local council to issue a Building Certificate by reasons of such non-compliance.

## 10. NOMINATION

- 10.1 If the Contract of Sale states that the property is sold to a named purchaser "and/or nominee", the named purchaser must, at least, **fourteen (14) days** prior to the settlement date, nominate an additional or substitute purchaser. However, the named purchaser remains personally liable for the due performance of all the purchasers' obligations under this Contract of Sale.
- 10.2 If the nominated purchaser is a company or corporation, then the named purchaser shall deliver the Guarantee & Indemnity, prepared by the Vendor's lawyer, signed by all the directors of the said company or corporation, to the vendor's representative at least seven (7) days prior to the settlement date.
- 10.3 The purchaser will not be entitled to exercise their rights under General Condition 4 without the consent of the Vendor. The Purchaser must make a payment of \$220.00 (inclusive of GST) to the Vendor's conveyancer/solicitor(s) representing the cost of amending any required Duties Form and to liaise with the nominee's conveyancer/solicitor(s) due to such nomination.

## 11. DEFAULT COSTS CHARGES & EXPENSES

- 11.1 The purchaser must pay all costs, charges and expenses incurred by the vendor due to any default by the purchaser in payment of any money payable under this contract or any breach by the purchaser of any of the terms of this contract.
- 11.2 The purchaser acknowledges and agrees that if the purchaser fails to complete the purchase of the property on the due date under this Contract, the vendor will or may suffer additional loss, damage and expenses, which must be adjusted in the Statement of Adjustments against the purchaser, payable at settlement and/or upon demand by the vendor's representative:
- (a) the amount of \$1,100.00 (inclusive of GST) to the vendor's representative being the costs of each default;
  - (b) interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
  - (c) legal costs and expenses as between the vendor's representative and the vendor;
  - (d) accommodation expenses necessarily incurred by the vendor;
  - (e) penalties payable by the vendor through any delay in completion of the vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/or other penalties);
  - (f) The purchaser acknowledges that if they are in default of the Contract, a default administration fee is also payable to the Vendor's representative in the amount of \$250.00 including GST.
  - (g) a fee for rescheduling settlement from the due date to such alternative date thereafter set at \$330.00 including GST for each and every rescheduled settlement date;
  - (h) any income lost to the vendor by the property being vacant;
  - (i) any land tax assessed, charged and levied on the vendor in respect of the Property after the Contract Settlement Date;
  - (j) any commission or other expenses claimed by the vendor's estate agent or other agents representing the vendor relating to sale of the property; and
  - (k) The exercise of the vendor's rights above shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.

## 12. DELIVERY OF TRANSFER

- 12.1 If it is a paper settlement, the instrument of transfer referred to in General Condition 10 shall be delivered by the purchaser to the vendor no less than **fourteen (14) days** before the Settlement Date. The vendor shall not be obliged to complete this Contract of Sale until the expiration of fourteen (14) days from the receipt of the Instrument of Transfer.

- 12.2 The purchaser will be deemed to have defaulted under this Contract of Sale, where the instrument of transfer is not delivered in accordance with this Special Condition.
- 12.3 An administration fee of \$220.00 including GST will apply if such default occurs.

**13. MERGER**

The provisions of this contract shall not merge in the transfer of the land and shall continue to bind the vendor and the purchaser to the extent that any of them require to be complied with after the Settlement Date.

**14. VENDORS ASSISTANCE AFTER SETTLEMENT**

All costs incurred by the vendor's legal practitioner on a solicitor and client basis, to assist the purchaser to rectify, attend or assist in registration of the land and the transfer of goods into the purchaser's name after settlement, will be recoverable from the Purchaser in addition to the price.

**15. SWIMMING POOL/SPA**

- 15.1 In the event that the property includes a swimming pool/spa, the purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018 and/or any legislative instruments from time to time.
- 15.2 The purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the purchaser require the vendor to comply with any notice issued by any authority nor seek any compensation from the vendor for any non-compliance.

**16. NOTICES AND ORDERS**

- 16.1 Subsequent to the date of this contract, the purchaser shall be responsible for complying with any notices, orders or other like requirements issued or served by any government or semi-government instrumentality.
- 16.2 The purchaser will indemnify and keep indemnified against all claims, demands, proceeding, judgments, damages, costs and losses of any nature which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim or action, demand, suit or proceeding howsoever arising, made or incurred on or subsequent to settlement or from events or occurrences happening or arising on or subsequent to settlement, in any way in connection with the Property or any act, matter or thing occurring thereon.
- 16.3 If there is more than one purchaser, then the purchaser(s)'s obligations under this Special Condition bind every purchaser jointly and severally.

**17. EARLY POSSESSION BY PURCHASER**

- 17.1 If the vendor allows the purchaser to take early possession of the property prior to the Settlement Date, then the purchaser shall execute a Licence Agreement as prepared by the vendor's representative, and, prior to taking possession, pay the amount of \$330.00 including GST to the vendor's representative for the costs associated with the preparation of said Licence.
- 17.2 The purchaser agrees to provide copies of all updated certificates obtained by them to complete any adjustments to the vendor's Representative. The vendor will not be obliged to provide cheque details until this condition has been complied with.

**18. ADJUSTMENTS**

General Condition 23.3 is deleted and replaced with the following:

- 18.1 The purchaser must provide copies of all certificates and other information used to calculate the adjustments and deliver the Statement of Adjustments to the vendor's lawyer at least three (3) business days prior to the settlement date and any failure to do so will cause the purchaser to pay an administration fee of \$220.00 including GST for the delay in receiving the Statement of Adjustments.
- 18.2 If the purchaser does not comply with Special Condition 18.1, the vendor is not obliged to settle this Contract of Sale until five (5) business days after the due date on which the purchaser delivers the Statement of Adjustments to the vendor.
- 18.3 The purchaser must also pay the default interest under Special Condition 23 calculated from the Settlement Date due under the Contract of Sale to and including the date that settlement actually occurs.
- 18.4 If any supplementary rates or Outgoings are assessed, levied or charged against the Property in or after the rating year in which Settlement is completed, the Purchaser is solely responsible and liable for the payment of that supplementary amount.

**19. PEXA**

Settlement shall take place on Property Exchange Australia ("PEXA"). If settlement cannot take place on PEXA due to the Purchaser's requirement, the purchaser shall pay an administration and attendance fee to the Vendor's representative in the amount of \$330.00 including GST.

**20. REQUEST FOR EXTENSION TO OBTAIN FINANCE BY PURCHASER**

20.1 In the event the purchaser requests from the vendor an extension to obtain finance, the purchaser shall pay to the vendor's representative the amount of \$150.00 including GST, and a further \$150.00 including GST for every subsequent request thereafter, if applicable. This amount will be adjusted against the Purchaser in the Statement of Adjustments.

20.2 The payment mentioned in Special Condition 20.1 above is only payable if the vendor agrees to the purchaser's request for extension.

**21. CHANGE IN SETTLEMENT DATE**

Without limiting any other rights of the Vendor, if the Purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative \$330.00 at the settlement for each request.

**22. STAMP DUTY AND MULTIPLE PURCHASERS**

22.1 In the event there is more than one purchaser, it is the purchaser(s)'s responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("**the proportions**").

22.2 If the proportions recorded in the transfer of land differ from those recorded in the Contract of Sale, it is the purchaser(s)'s responsibility to pay any additional duty which may be assessed as a result of such variation.

22.3 The purchaser(s) fully indemnifies the vendor, the vendor's agent and representative against any claims or demands which may be made against any or of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those in the Contract of Sale.

**23. INTEREST ON DEFAULT**

The penalty interest rate shall be 6% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983**. The default interest will be adjusted by the purchaser in favour of the vendor in the Statement of Adjustments prior to the settlement of the Property.

**24. BUILDING WARRANTY AND CONDITION**

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

24.2 Without limiting the generality of this special condition the vendor gives no warranty that the improvements erected on the land or any alterations or additions to the improvements comply with any statutes and/or building regulations or the requirements of any authority.

24.3 The purchaser:

(a) accepts the property:

(i) with all existing and future planning, environmental and building controls and approvals;

(ii) in its present condition with all defects and non-compliance with any of those controls or approvals;

(iii) is identical with the land described in the particulars of sale;

(iv) subject to all existing water, sewerage, drainage and plumbing services and connections (if any) in respect of the property;

(b) acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any of the matters referred to in sub-paragraph (b) hereof; and waives any right it might otherwise have to make any requisition, action or institute proceedings, claim compensation, exercise rescission of contract, or enquiry in relation to any of the

matters referred to in this special condition and agrees that those matters do not affect the vendor's title to the property.

**(d) Builder Warranty Insurance/ Domestic Building Insurance**

1. The buyers acknowledge this property does not have any builder warranty insurance for the built or renovations.
2. The buyer is agreeable to waive all his/her rights to request builder warranty insurance from the vendor.
3. The buyer agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to building warranty insurance/

**24.4 No representation about environmental matters.**

The Vendor does not make any representation and does not provide any warranty in relation to:

- (a) the use, presence, removal, storage, disposal or escape of any Contaminant on or from the Property, Site or Building or any improvements on any of them;
- (b) the Environmental condition of the Property, Site or Building; and
- (c) the requirements of any Authority in relation to the use, presence removal, storage, disposal or escape of any Contaminant on or from the Property, Site or Building or any improvements on any of them.

**24.5 Purchaser's acknowledgments**

The Purchaser acknowledges and accepts that:

- (a) the physical condition of the Site, including the soil, ground water and subsurface, or any Contamination of them, may render the Site or any improvements on it unsuitable or unfit for any use or development; and
- (b) the owner or the occupier of the Site may be required to comply with the requirements of any Authority in relation to the use, presence removal, storage, disposal or escape of any Contaminant on or from the Site or any improvements on it;
- (c) on and from Settlement, to the full extent permitted by any law, the Vendor is not liable to the Purchaser for:
  - (i) any Claim for the use, presence, removal, storage, disposal or escape of any Contaminant on or from the Site or any improvements on the Site;
  - (ii) any requirement imposed by any Authority or under any law for the use, presence, removal, storage, disposal or escape of any Contaminant on or from the Site or any improvements on the Site; and
  - (iii) any other thing that is contemplated under this special condition.

**25. WHOLE AGREEMENT**

The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor or the vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in the Contract of Sale and:

- (a) in entering into this contract, the purchaser is relying entirely upon its own enquiries;
- (b) this special condition operates for the benefit of the vendor and the vendor's estate agent and their respective employees, agents and contractors.

**26. GST WITHHOLDING NOTICE TO THE PURCHASER**

The vendor has complied with the requirements to provide a GST Withholding Notice to the purchaser in accordance with Section 14-255 of Schedule 1 to the **Taxation Administration Act 1953** if one of the following box is marked.

- The purchaser is not required to withhold GST at settlement as the Property is:
- An existing residential premises or commercial residential premises;
  - The vendor is not registered and is not required to be registered for GST;
  - The Premises were created by substantial renovation;
  - The Land includes a building used for commercial purposes.
- The purchaser is required to withhold GST at settlement as the Property is:

- A new residential premise; or
- A potential residential land included on a property subdivision plan.
- The Amount to be Withheld: \$\_\_\_\_\_.

**27. PURCHASER ADMITS IDENTITY OF LAND**

The purchaser admits that the land as offered for sale and inspected by him or her is identical with that described in the title particulars given above. The purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or call upon the vendor to amend the title or to bear all or any part of the costs of doing so.

**28. SERVICES**

28.1 The purchaser acknowledges that the property is sold and the purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services, and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

- The nature, location availability or non-availability of any such installations, services and utilities;
- If any such service is a joint service with any other land or building;
- If any such service for any other property or building or any parts or connections therefore pass through the property;
- If any sewer or water main or connection passes through in or over the property;
- If there is a man-hole or vent on the property; or
- If because of or arising out of any such installations, services and utilities, the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

28.2 The purchaser also acknowledges that it is his or her responsibility to check with the appropriate authorities as to the availability and the cost of connecting or re-connecting to the property any service her or she may require. Unless the purchaser contacts the supply authorities and takes over any existing service, a final reading will be obtained (if relevant) and some services may be disconnected at settlement date. The purchaser acknowledges that it will be his or her responsibility to pay all costs of and incidental to connection or re-connection to the land of all the services he or she may require.

**29. INDEMNITY BY PURCHASER**

The purchaser shall indemnify and save harmless and keep indemnified the vendor against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim, action, demand, suit or proceedings however arising made or incurred on or subsequent to the settlement date or from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the property or any act, matter or thing occurring thereon or by which the purchaser may become liable in any way unless the same and to the extent that the same be caused or contributed to by the vendor.

**30. RESIDENCY IN AUSTRALIA**

30.1 In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract of Sale, the purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.

30.2 The purchaser further acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor suffers as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

**31. INTERPRETATION**

In this contract except where inconsistent with the context or subject matter words importing the singular shall include the plural words importing the plural shall include the singular words importing one gender shall include any other gender and if there is more than one purchaser then each purchaser shall be bound both severally and also jointly with every other purchaser by the terms and conditions of this contract to be performed and observed by the purchaser.

**32. LAND TAX**

General Condition 23 is amended to exclude the adjustment of land tax. Land tax liability assessed against the subject property will not be adjusted at settlement and the vendor will pay the land tax of the current calendar year in full at settlement.

**33. OWNERS CORPORATE CERTIFICATES**

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

**34. RESALE DEED**

Should this contract be the sale of a vacant land purchased from a developer, the Vendor and the Purchaser both acknowledge and agree on the following terms:

- 34.1 The Vendor must obtain the developer's prior written consent to the intended or actual sale or transfer of the property and attach, to this contract, or provide the Purchaser with that document no later than ten (10) days before settlement.
- 34.2 The Purchaser acknowledges that the Vendor is in the process of obtaining the written consent from the developer to this sale or a prior written consent has been given to the Vendor by the developer to permit this intended, or actual, sale or transfer of the property and attached to this contract.
- 34.3 The Purchaser agrees to pay any costs associated with the preparation of the resale deed by way of adjustment at settlement.
- 34.4 The Purchaser acknowledges and agrees to sign any resale deed given to, or to be provided, by the Vendor and the developer no later than seven (7) days before settlement.
- 34.5 The Purchaser agrees to keep the Vendor indemnified against all claims incurred by the Vendor and arising in respect of the failure by the Purchaser to comply with special condition 35.

**35. CHRISTMAS PERIOD**

The due date for settlement stipulated in the Particulars of Sale must not be between 22<sup>nd</sup> December 2025 and 16<sup>th</sup> January 2026 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, this Special Condition shall prevail and have the effect of altering the due date for settlement to read 19<sup>th</sup> January 2026.

**36. MISSING CERTIFICATES**

**Land Information Certificate, Building History 51 and Property Clearance Certificate will be provided in a timely manner and made available to the purchaser and purchaser's representative as soon as they are issued. The purchaser acknowledges and agrees that the purchaser will not make any objection or requisition, claim any compensation or terminate the contract based on this condition**

## CONTRACT OF SALE — 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 delivery a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

#### 2. Liability of signatory

Any signatory for a propriety 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 propriety 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 propriety limited company.

#### 4. Nominee

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

### 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 August, 2019.
- 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 sale. 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 condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in 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 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 Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 11 unless the context requires otherwise.

## 12. **Builder warranty insurance**

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

## 13. **General law land**

- 13.1 The 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**.
- 13.2 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.
- 13.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.4 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.
- 13.5 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.
- 13.6 If the contract ends in accordance with general condition 13.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.7 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**.

## MONEY

### 14. Deposit

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either –
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts, together with any amounts to be withheld, in accordance with general conditions 24 and 25, does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or

- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred, the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred, the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition, 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

## 15. Deposit bond

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition, 'deposit bond' means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may, at least 45 days before a current deposit bond expires, deliver a replacement deposit bond on the same terms and conditions.
- 15.5. Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. Bank guarantee

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition,
  - (a) 'bank guarantee' means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) 'bank' means an authorised deposit-taking institution under the **Banking Act 1959 (Cth)**.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the 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.
- 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 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3. The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

**18. Electronic Settlement**

- 18.1. Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3. Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law.
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4. The vendor must open the electronic workspace ('workspace') as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not, of itself, a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 18.5. This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5, 'the transaction' means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6. Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 p.m., or 6.00 p.m. if the nominated time for settlement is after 4.00 p.m.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must, before settlement:
- (a) deliver any keys, security devices, and codes ('keys') to the estate agent named in the contract.
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items, and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount on 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 part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

## 20. Loan

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

**21. Building report**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

**22. Pest report**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. Adjustments**

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

**24. Foreign resident capital gains withholding**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less

than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST withholding

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** or in **A New Tax System (Goods and Services Tax) Act 1999 (Cth)** have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** because the property is \*new residential premises or potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network. However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**.

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

## TRANSACTIONAL

### 26. Time & co-operation

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

**27. Service**

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

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

**28. Notices**

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

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

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

**29. Inspection**

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

**30. Terms contract**

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**31. Loss or damage before settlement**

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**32. Breach**

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

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

**DEFAULT**

**33. Interest**

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

**34. Default notice**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**35. Default not remedied**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

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

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

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

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

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

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

## GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

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

# **SECTION 32**

# **STATEMENT**

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

---

**Vendor:** VAN THANH DAI and THANH QUYEN TRINH

---

**Property:** 16 WILLS Terrace, BURNSIDE HEIGHTS VIC 3023

---

**VENDORS REPRESENTATIVE**

Melbourne Conveyancing Pty Ltd

57 Theodore Street  
ST ALBANS VIC 3021

Tel: 03 9364 6111

Fax: 03 9923 6095

Email: [info@melbourne-conveyancing.com.au](mailto:info@melbourne-conveyancing.com.au)

Ref: KH-25/5926

**32A FINANCIAL MATTERS**

32A (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows:

**Their total does not exceed \$10,000.**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A (b) 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

**32B INSURANCE**

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows: Not Applicable

No such Insurance has been affected to the Vendors knowledge.

**32C LAND USE**

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

This land is not in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

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16 WILLS TERRACE BURNSIDE HEIGHTS VIC 3023

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Melton City Council Planning Scheme  
 Responsible Authority: Melton City Council  
 Zoning: GRZ General Residential Zone  
 Planning Overlay/s: See attached certificate

(e) Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

<p>(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows</p>	<p>AVPCC No.  <b>REFER TO THE SPECIAL CONDITION 36</b></p>
<p>(b) Is the land tax reform scheme land within the meaning of the CIPT Act?</p>	<p>YES                  NO</p>
<p>(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows Date</p>	<p>Date                    OR                    x Not applicable</p>

**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

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16 WILLS TERRACE BURNSIDE HEIGHTS VIC 3023

contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

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

**32E BUILDING PERMITS**

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

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

**32F OWNERS CORPORATION**

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

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

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**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

**32I TITLE**

Attached are the following document/s concerning Title:

SECTION 32 STATEMENT  
16 WILLS TERRACE BURNSIDE HEIGHTS VIC 3023

- (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.

DATE OF THIS STATEMENT

[ ] / [ ] / 20 [ ]

Name of the Vendor

**VAN THANH DAI and THANH QUYEN TRINH**

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.

SECTION 32 STATEMENT  
16 WILLS TERRACE BURNSIDE HEIGHTS VIC 3023

**DATE OF THIS ACKNOWLEDGMENT**

/  / 20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

INFORMATION ONLY

## **IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS**

### **Undischarged mortgages – S32 (a)**

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the Sale of Land Act 1962.

### **Terms contracts – S32A (d)**

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyancer or transfer, then the vendor must provide an additional statement containing the information specific in Schedule 2 of the Sale of Land Act 1962.

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

Page 1 of 1

VOLUME 10940 FOLIO 034

Security no : 124128802420X  
Produced 08/10/2025 04:53 PM

**LAND DESCRIPTION**

Lot 500 on Plan of Subdivision 519342D.  
PARENT TITLE Volume 10873 Folio 100  
Created by instrument PS519342D 05/05/2006

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
VAN THANH DAI  
THANH QUYEN TRINH both of 16 WILLS TERRACE BURNSIDE HEIGHTS VIC 3023  
AZ067061P 17/04/2025

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AZ067062M 17/04/2025  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS519342D 05/05/2006

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AB681741X 08/11/2002

**DIAGRAM LOCATION**

SEE PS519342D 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: 16 WILLS TERRACE BURNSIDE HEIGHTS VIC 3023

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 17/04/2025

DOCUMENT END



# Imaged Document Cover Sheet

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Document Identification	<b>PS519342D</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>08/10/2025 16:53</b>

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<b>PLAN OF SUBDIVISION</b>	STAGE No. _____	LR USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 519342D</b>
----------------------------	--------------------	---------------------------------	----------------------------------

**LOCATION OF LAND**

PARISH: MARIBYRNONG  
 TOWNSHIP: -----  
 SECTION: C  
 CROWN ALLOTMENT: 3 (PART) & 4 (PART)  
 CROWN PORTION: -----  
 TITLE REFERENCE: VOL. FOL.  
 LAST PLAN REFERENCE: PS 516076P LOT K  
 POSTAL ADDRESS: WILLS TERRACE  
 BURNSIDE HEIGHTS 3023  
 AMG CO-ORDINATES: E 302 300 ZONE 55  
(AT APPROX CENTRE OF LAND IN PLAN) N 5 821 300

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME: MELTON SHIRE COUNCIL REF: **Sub2487**  
~~1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.~~  
 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.  
 DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 **19/10/2004**  
~~3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.~~

OPEN SPACE:  
 (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 ~~HAS/HAS NOT BEEN MADE.~~  
~~(ii) THE REQUIREMENT HAS BEEN SATISFIED.~~  
~~(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE .....~~

~~COUNCIL DELEGATE~~  
~~COUNCIL SEAL~~  
~~DATE~~ / /

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.  
 COUNCIL DELEGATE  
 COUNCIL SEAL  
 DATE **1 / 2 / 2006**

**VESTING OF ROADS AND OR RESERVES**

IDENTIFIER	COUNCIL/BODY/PERSON
ROADS, R-1	MELTON SHIRE COUNCIL

**NOTATIONS**

DEPTH LIMITATION: DOES NOT APPLY      STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No.

LOTS 1 - 484 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

SURVEY: THIS PLAN IS BASED ON SURVEY IN BP 1737E  
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) N/A  
 IN PROCLAIMED SURVEY AREA No. N/A

**EASEMENT INFORMATION**

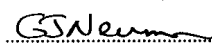
LEGEND: A - APPURTENANT EASEMENT    E - ENCUMBERING EASEMENT    R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	SEWERAGE	SEE DIAG.	PS 516076P	CITY WEST WATER LIMITED MELTON SHIRE COUNCIL
E-1	DRAINAGE	SEE DIAG.	PS 516076P	
E-2, E-3	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER LIMITED MELTON SHIRE COUNCIL
E-3	DRAINAGE	SEE DIAG.	THIS PLAN	
E-4	PARTYWALL	SEE DIAG.	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN

**LR USE ONLY**

STATEMENT OF COMPLIANCE EXEMPTION STATEMENT  
 RECEIVED   
 DATE **1 / 5 / 06**

**LR USE ONLY**

PLAN REGISTERED  
 TIME **10:29am**  
 DATE **5/5/06**  
  
ASSISTANT REGISTRAR OF TITLES

Suite 3, 100 Dorcas Street, Southbank 3006  
 Telephone (03) 9686 5488  
 Facsimile (03) 9686 5477  
Tomkinson Pty Ltd ABN 30 005 217 461  
[www.tomkinson.com.au](http://www.tomkinson.com.au)



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LICENSED SURVEYOR : ZOIS ARAVANIS

SIGNATURE..... DATE.....

REF: **J6040/10**      VERSION: **F**      MY 19/10/05

TENTERFIELD - STAGE 10    DEVELOPMENT AREA = 4.18ha    No. LOTS = 65

SHEET 1 OF 5 SHEETS

DATE / /

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COUNCIL DELEGATE SIGNATURE

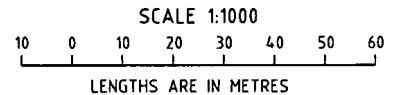
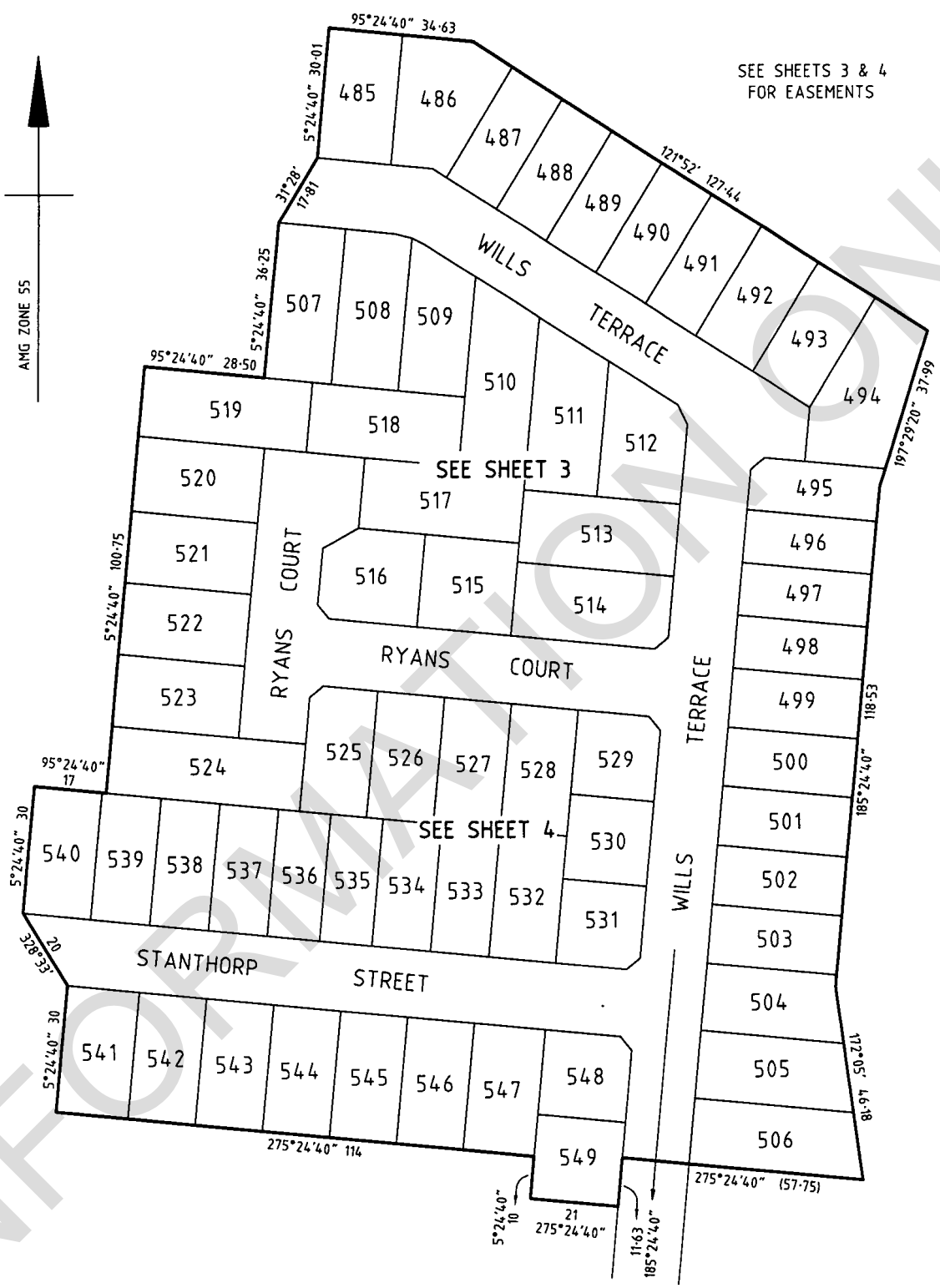
ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

## PS 519342D



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 Facsimile (03) 9686 5477  
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SIGNATURE..... DATE.....

REF: J6040/10      VERSION: F

MY 19/10/05

SHEET 2 OF 5 SHEETS

DATE / /

.....

COUNCIL DELEGATE SIGNATURE

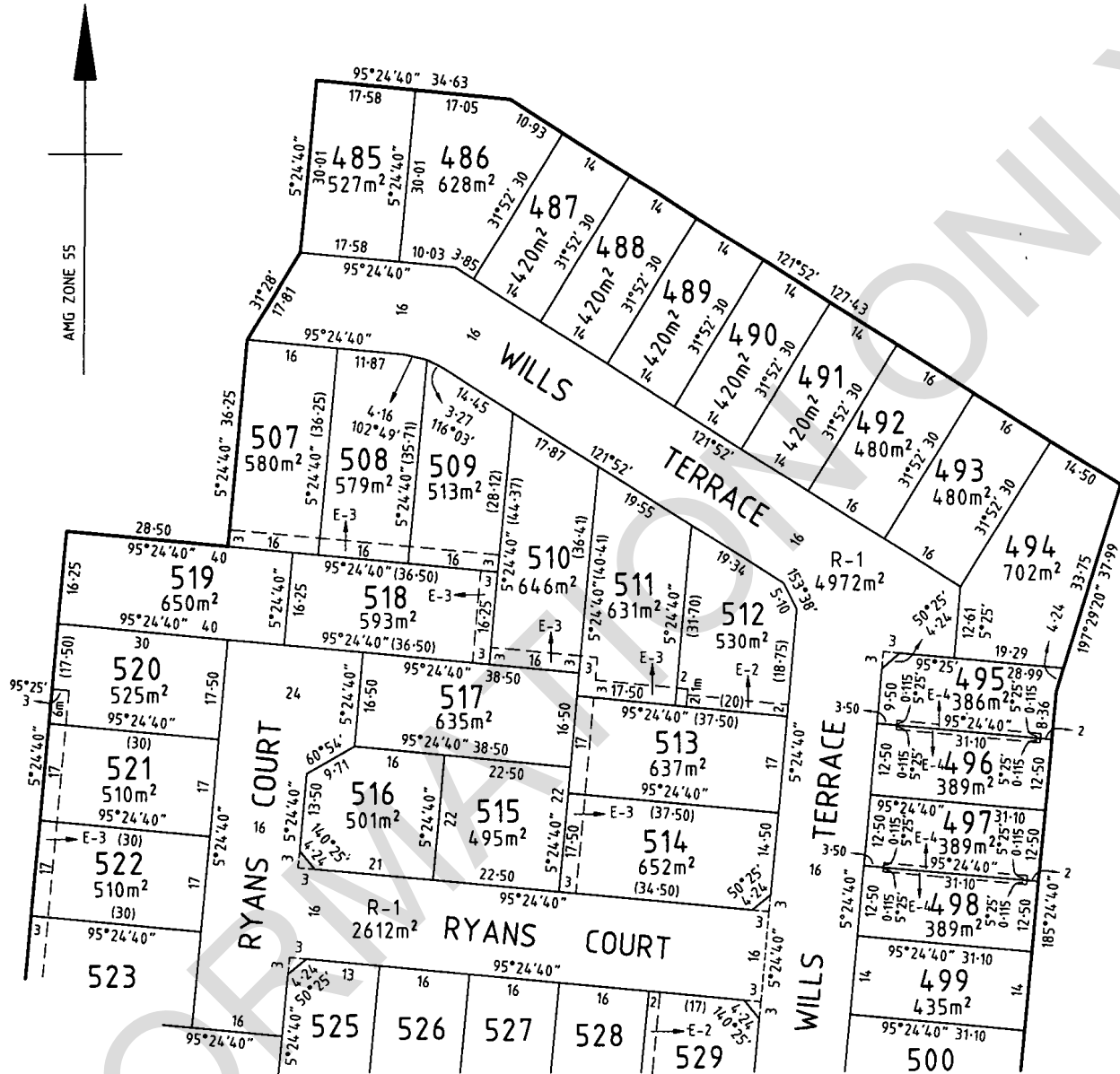
ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**

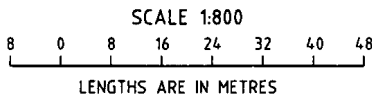
STAGE No.

PLAN NUMBER

**PS 519342D**



SEE SHEET 4



SHEET 3 OF 5 SHEETS

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DATE / /

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ORIGINAL SHEET SIZE A3



**PLAN OF SUBDIVISION**

STAGE No.  
\_\_\_\_\_

PLAN NUMBER

**PS 519342D**

**CREATION OF RESTRICTION**

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

**DESCRIPTION OF RESTRICTION**

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS:
485	486
486	485, 487
487	486, 488
488	487, 489
489	488, 490
490	489, 491
491	490, 492
492	491, 493
493	492, 494
494	493, 495
495	494, 496
496	495, 497
497	496, 498
498	497, 499
499	498, 500
500	499, 501
501	500, 502
502	501, 503
503	502, 504
504	503, 505
505	504, 506
506	505
507	508, 518, 519
508	507, 509, 518
509	508, 510, 518
510	509, 511, 517, 518
511	510, 512, 513, 517
512	511, 513
513	511, 512, 514, 515, 517
514	513, 515
515	513, 514, 516, 517
516	515, 517
517	510, 511, 513, 515, 516, 518

BURDENED LOT No.	BENEFITING LOTS:
518	507, 508, 509, 510, 517, 519
519	507, 518, 520
520	519, 521
521	520, 522
522	521, 523
523	522, 524
524	523, 525, 536, 537, 538, 539
525	524, 526, 535, 536
526	525, 527, 534, 535
527	526, 528, 532, 533, 534
528	527, 529, 530, 532, 533
529	528, 530
530	528, 529, 531, 532
531	530, 532
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537	524, 536, 538
538	524, 537, 539
539	524, 538, 540
540	539
541	542
542	541, 543
543	542, 544
544	543, 545
545	544, 546
546	545, 547
547	546, 548, 549
548	547, 549
549	547, 548

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

1. SHALL NOT DEVELOP THE LAND OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPE CONTAINED WITHIN THE APPROVED TENTERFIELD STAGE DEVELOPMENT PLAN, SECTION B STAGE 10.  
THE APPROVED BUILDING ENVELOPE IS ATTACHED TO THE MEMORANDUM OF COMMON PROVISIONS DEALING NUMBER **AA 997**
2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.
3. THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE FOUR YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.
4. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY THE VICTORIAN URBAN DEVELOPMENT AUTHORITY PRIOR TO THE ISSUE OF THE BUILDING PERMIT.
5. THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

SHEET 5 OF 5 SHEETS

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LICENSED SURVEYOR : ZOIS ARAVANIS

SIGNATURE..... DATE.....

REF: J6040/10

VERSION: F

MY 19/10/05

DATE / /

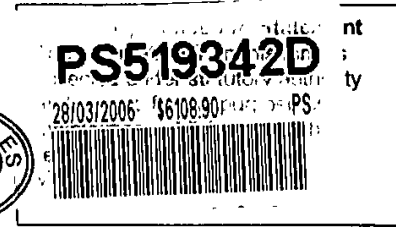
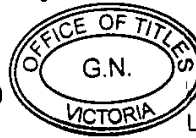
.....  
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

# Application to register a plan of subdivision not related to acquisition by an acquiring authority

## Subdivision Act 1988

Reg. 38(1)(b), Subdivision (Procedures) Regulations 2000



### Form 10

Lodged by:

Name: **MIDDLETONS**  
Phone: (613) 9205 2000  
Address: Level 29, 200 Queen Street, Melbourne  
Ref: RRE:VUDA:1759517 (Tenterfield Stage 10)  
Customer Code: 1255H

To the Registrar

Plan No. PS519342D

This is an application by VicUrban the owner of the land in the plan PS519342D for registration of the plan.

1. Applicant: *(insert name and address)*

VICTORIAN URBAN DEVELOPMENT AUTHORITY <sup>LEVEL 12</sup> of 700 Collins Street Docklands Vic 3008

2. Land: *(insert Volume and Folio references or other land description as necessary of all land in the plan)*

Certificate of Title Volume 10873 Folio 100

3. Municipal district in which land is located: *(insert name of Council and address of municipal office)*

Melton City Council

Signed:

**ROSEMARY RAE EVANS**  
Middletons  
200 Queen Street, Melbourne  
An Australian Legal Practitioner (within the meaning of the Legal Profession Act 2004)

Date: 27 March 2006

Note 1: Consents of all mortgagees annuitants lessees sub-lessees and caveators as required by section 22(1) of the **Subdivision Act 1988** must be endorsed on this application or produced with this application. If every consent is not endorsed or produced then an application under section 22(1B) of the **Subdivision Act 1988** must accompany this application (see Form 11).

Note 2: If easements or restrictions are created varied or removed by this plan the supporting documents referred to in section 6(1)(j) or (k) of the **Subdivision Act 1988** or regulation 39(3) of the Subdivision (Procedures) Regulations 2000 must be produced to the Registrar.

Note 3: This form is also to be used by the applicants acting under section 32A of the **Subdivision Act 1988**. Any applications under section 32 of the **Subdivision Act 1988** must be made on Form 16.



# Imaged Document Cover Sheet

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Form 13

AB681741X



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:PJD:LGC:866798 Customer Code: 1167E

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

Land: Volume 8810 Folio 298 and Volume 10566 Folio 948

Authority: Melton Shire Council of Civic Centre, 232 High Street, Melton

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

Name of officer: RICHARD J. SMITH

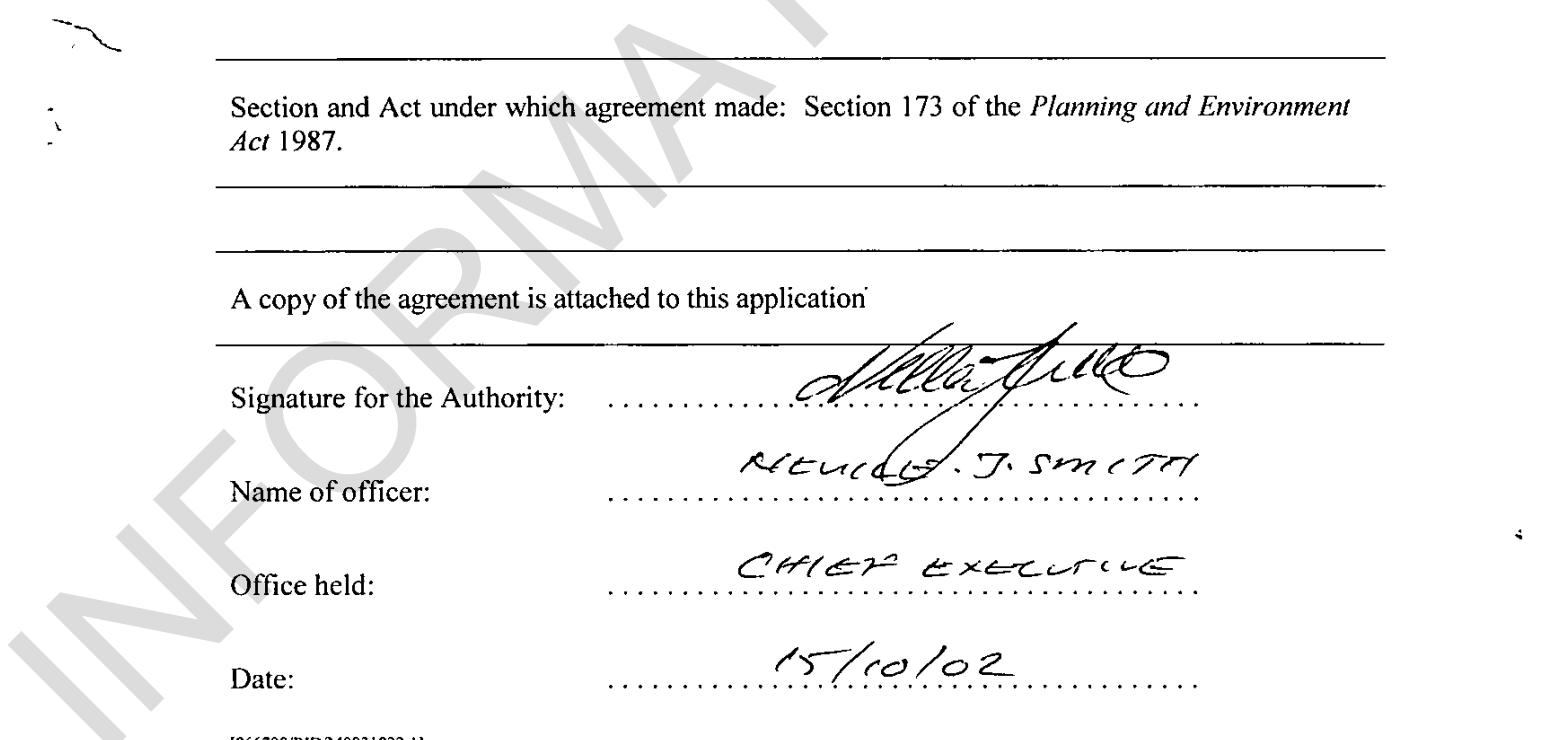
Office held: CHIEF EXECUTIVE

Date: 15/10/02

[866798/PJD/M0031822:1]



DAB681741X-1-8



Handwritten note: 8.11.02



**AB681741X**

08/11/2002 \$59 173



Date 15 / 10 / 2002

**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

**Section 173 Agreement**

Taylors Road, Burnside

**Melton Shire Council**

and

**Urban and Regional Land Corporation**



**DAB681741X-2-6**

**AB681741X**

08/11/2002 \$59

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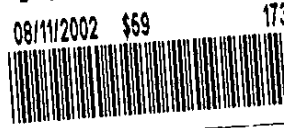
DAB681741X-3-4

**THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987** is made on 15 October 2002

**BETWEEN**

**MELTON SHIRE COUNCIL**  
of Civic Centre, 232 High Street, Melton

**AB681741X**



(Council)

**AND**

**URBAN AND REGIONAL LAND CORPORATION**  
of Level 11, 360 Elizabeth Street, Melbourne

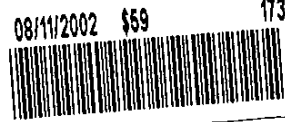
(Developer)

**RECITALS**

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme, and is also a planning authority pursuant to the Act for the Planning Scheme.
- B. Brimbank City Council of Alexandra Avenue, Sunshine is, at the date of this Agreement, the registered proprietor of the Subject Land.
- C. Council, in its capacity as planning authority for the Planning Scheme, has prepared Amendment C21 to the Planing Scheme (**the Amendment**). The Amendment, if gazetted, would rezone part of the Subject Land 'Residential 1 Zone' and introduce 'Schedule 6 (Taylors Road Estate)' to the Development Plan Overlay in the Planning Scheme. A copy of the Amendment is attached at Schedule A to this Agreement.
- D. Council, in its capacity as planning authority for the Planning Scheme, will not adopt the Amendment until after the execution of this Agreement, and will not refer the Amendment to the Minister for Planning for the Minister's approval until after the registration of this Agreement pursuant to section 181(3) of the Act.
- E. The Developer has executed a contract of sale for the purchase the Subject Land from Brimbank City Council. This Agreement is made in anticipation of the Developer becoming the owner of the Subject Land, pursuant to section 173(3) of the Act.
- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. X741716G in favour of the Developer.
- G. The parties enter into this Agreement:
  - (a) to give effect to the requirements of the Amendment; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.



AB681741X



**THE PARTIES AGREE**

**1. DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*;

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

**District Open Space areas** means those areas delineated and identified as District Open Space or the like on the plan at Schedule B of this Agreement;

**Infrastructure Contribution** means each item of infrastructure identified in clause 3.2 and Schedule C of this Agreement;

**Kororoit Creek Regional Open Space areas** means those areas delineated and identified as Kororoit Creek Regional Open Space or the like on the plan at Schedule B of this Agreement;

**lot** means any lot which forms part of the Subject Land;

**North South Open Space areas** means those areas delineated and identified as North South Open Space or the like on the plan at Schedule B of this Agreement;

**Developer** means Urban and Regional Land Corporation and any person or persons who, after the date of this Agreement, is registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession. For the avoidance of any doubt, the Developer does not include any purchaser of a lot of the Subject Land which, by virtue of its size and dimensions, is intended as a home site;

**party or parties** means the Developer and Council under this Agreement as appropriate;

**Planning Scheme** means the Melton Planning Scheme and any other planning scheme that applies to the Subject Land;

**Segment** means each portion of the District Open Space areas, Kororoit Creek Regional Open Space areas and North South Open Space areas which is separately identified as an Infrastructure Contribution within Schedule C;

**Stage** means the proposed stages of subdivision of the Subject Land which are indicated on the plan at Schedule B of this Agreement;

**Subject Land** means the land situated at Taylors Road, Burnside being the land referred to in Certificates of Title Volume 8810 Folio 298 and Volume 10566 Folio 948, and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it; and



**Timeframe** means the point in time at which each particular infrastructure contribution must be completed to the satisfaction of Council, indicated in Schedule C under the column marked 'Timeframe'.

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Developer under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**AB681741X**



## 3. SPECIFIC OBLIGATIONS OF THE DEVELOPER

### 3.1 Works Plans

The Developer agrees and acknowledges that it must:

- 3.1.1 prepare plans at its own costs for each of the Infrastructure Contributions (**the Works Plans**); and
- 3.1.2 submit the Works Plans to Council for approval.

### 3.2 Infrastructure Contributions

The Developer agrees and acknowledges that the Infrastructure Contributions must be completed in accordance with the approved Works Plans, and must include the following items:





- 3.2.1 duplication of Taylors Road where that road abuts the Subject Land and associated landscaping, public lighting and associated works and fees;
- 3.2.2 provision of at least 5% of the Subject Land as public open space (not including any land costs able to be reimbursed by Melbourne Water Corporation);
- 3.2.3 embellishment of the District Open Space areas in accordance with clause 3.4 of this Agreement;
- 3.2.4 embellishment of the Kororoit Creek Regional Open Space areas in accordance with clause 3.5 of this Agreement;
- 3.2.5 embellishment of the North South Open Space areas in accordance with clause 3.6 of this Agreement; and
- 3.2.6 construction of a pavilion in the south west part of the Subject Land;

each to the satisfaction of Council.

**3.3 Timeframe**

The Developer agrees and acknowledges that it must either complete each Infrastructure Contribution, or make a cash contribution to Council equal to the amount specified under the 'Value' column in Schedule C in relation to that Infrastructure Contribution, within the relevant Timeframe, unless Council, in its discretion, allows any variation to any relevant Timeframe, pursuant to this clause.

**3.4 District Open Space**

The Developer agrees and acknowledges that the infrastructure works to embellish the District Open Space areas include bulk earthworks (cut, fill and shaping) and hydro seeding, to the satisfaction of Council;

**3.5 Kororoit Creek Regional Open Space**

The Developer agrees and acknowledges that the infrastructure works to embellish the Kororoit Creek Regional Open Space areas must protect and enhance the cultural and environmental aspects of the Kororoit Creek Regional Open Space areas, and must include the following works:

- 3.5.1 an initial weed management strategy including weed removal and weed control and measures to counter the introduction of new weed infestations;
- 3.5.2 planting of indigenous species to provide habitat and food sources that will replace the woody weeds that currently provide habitat and food;



- 3.5.3 gravel paths providing restricted but safe and appropriate access and viewing opportunities to the areas; and
- 3.5.4 extensive rabbit-proof fencing to control access to dangerous or environmentally sensitive areas;

all to the satisfaction of Council.

**3.6 North South Open Space**

The Developer agrees and acknowledges that the infrastructure works to embellish the North South Open Space areas must protect and enhance the cultural and environmental aspects of the North South Open Space areas, and must include the following works:

- 3.6.1 tree planting of parkland adjacent to and surrounding wetlands, including structural planting of mature native tree species at least 1.5 metres high;
- 3.6.2 planting of native shrub, groundcover and tufting plans in prepared, mulched and appropriately edged planting beds in areas adjacent to and surrounding wetlands in order to define zones within and routes through open space;
- 3.6.3 rock-wall terracing and rock surfacing as required by levels, run-off conditions, ease of maintenance and the desirability of creating an appropriate landscape character;
- 3.6.4 an asphalt and gravel path system catering for expected open space use;
- 3.6.5 an observation point, boardwalk access to wetland viewing points and shelters in order to help maximise the recreational value of the wetlands;
- 3.6.6 a barbecue area including barbecue and picnic sets, table and chairs, to provide additional recreational values,
- 3.6.7 play equipment appropriate to the setting;
- 3.6.8 pedestrian area lighting where required in addition to road lighting; and
- 3.6.9 furniture such as bollards, seats, benches, bins and drinking fountains;

all to the satisfaction of Council.

**AB681741X**

08/11/2002 \$59 173



**DAB681741X-8-5**



DAB681741X-9-3

### 3.7 Maintenance of all open space areas

The Developer agrees to maintain all landscaping, works and improvements within each Segment for a period of 12 months, or such longer period as agreed between the parties, after the practical completion of the landscape works within that Segment.

### 3.8 Default

The Developer agrees and acknowledges as follows:

- 3.8.1 if the Developer fails to provide the Infrastructure Contribution or equivalent cash contribution within the Timeframe in accordance with clause 3.3, Council may serve on the Developer a written notice (**Notice**) specifying those works to which the Developer is in default (**Remedial Works**). The Notice may set out the costs as estimated by Council of carrying out the Remedial Works (**Estimated Costs**);
- 3.8.2 if the Developer fails to complete the Remedial Works within 30 days after service of the Notice,
- 3.8.2.1 Council may by its staff, agents and contractors, enter onto the Subject Land and cause the Remedial Works to be carried out;
- 3.8.2.2 Council may cause to be served on the Developer a demand in writing (**Demand**) for the Estimated Costs;
- 3.8.3 if the Developer is served with the Demand, the Developer agrees to immediately pay the amount of costs specified in the Demand;
- 3.8.4 upon receipt of the Demand, interest will accrue in respect of the Estimated Costs at the rate being the rate prescribed under section 227A of the *Local Government Act 1989* until the Estimated Costs are paid;
- 3.8.5 if Council completes the Remedial Works, Council must certify the actual costs of the Remedial Works; and
- 3.8.6 if the actual costs of the Remedial Works are less than the Estimated Costs paid by the Developer to the Council, Council must reimburse the Developer the difference between the actual costs and Estimated Costs. In relation to this, Council must act reasonably in letting contracts for carrying out of the Remedial Works, and must use reasonable endeavours to ensure that any contract cost for the carrying out of the Remedial Works is competitive.

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#### 4. FURTHER OBLIGATIONS OF THE DEVELOPER

##### 4.1 Notice and Registration

Subject to clause 2.8, the Developer further covenants and agrees that the Developer will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

##### 4.2 Further actions

The Developer further covenants and agrees that:

4.2.1 the Developer will do all things necessary to give effect to this Agreement;

4.2.2 the Developer will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

##### 4.3 Council's Costs to be Paid

The Developer further covenants and agrees that the Developer will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Developer.

#### 5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Developer agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act.

#### 6. DEVELOPER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Developer warrants that apart from Brimbank City Council, the Developer and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

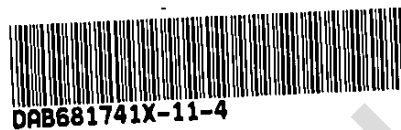
#### 7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Developer must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:



- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

**8. GENERAL MATTERS**



**8.1 Notices**

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

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

**8.2 Service of Notice**

A notice or other communication is deemed served:

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

**8.3 No Waiver**

Any time or other indulgence granted by Council to the Developer or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Developer will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

**8.4 Severability**

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

**AB681741X**





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**8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**9. COMMENCEMENT OF AGREEMENT**

Unless otherwise provided in this Agreement, this Agreement commences from the approval date of Amendment C21 to the Planning Scheme.

**10. ENDING OF AGREEMENT**

10.1 This Agreement ends when the Developer has complied with all of the obligations imposed on the Developer under this Agreement.

10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.

10.3 For the purposes of clause 10.2, the owner of a lot is considered to have complied with all of the obligations in relation to that lot after the satisfactory completion of each Infrastructure Contribution required to be completed before the release of the title of that lot in accordance with the Timeframe.

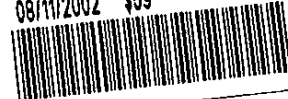
10.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Developer make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

**AB681741X**

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THE COMMON SEAL OF THE  
MELTON SHIRE COUNCIL was  
hereunto affixed in the presence of:

)  
)  
)

.....  
*H. Elliott*

Councillor

.....  
*[Signature]*

Chief Executive Officer



THE CORPORATE SEAL of URBAN  
AND REGIONAL LAND  
CORPORATION was hereunto affixed in  
the presence of:

)  
)  
)

.....  
*[Signature]*

Authorised officer

.....  
*[Signature]*

Authorised officer



**AB681741X**

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INFORMATION ONLY

Planning & Environment Act 1987  
**MELTON PLANNING SCHEME**  
**NOTICE OF AMENDMENT C21**



Melton Shire Council has prepared Amendment C21 to the Melton Planning Scheme (the Scheme).

The amendment affects land being Lot 2 on Plan of Subdivision 85207 Volume 8810 Folio 298 and Lot 1 on Plan of Subdivision 88160 Volume 9358 Folio 917. The land is bounded by Taylors Road to the north, the Municipal boundary to the east, Kororoit Creek to the south and vacant land to the west.

The purpose of the amendment is to:

- rezone part of the land from Public Park and Recreation Zone to Residential 1 Zone;
- introduce 'Schedule 6 (Taylors Road Estate) to the Development Plan Overlay' (Clause 43.04).

The amendment will:

- change Maps 10 and 14 in the Scheme to show part of the subject land as zoned Residential 1;
- change Maps 10DPO and 14DPO in the Scheme to show the subject land as DPO 6;
- insert 'Schedule 6 (Taylors Road Estate) to the Development Plan Overlay' (Clause 43.04);
- allow for the residential development of that part of the Public Park and Recreation Zone land that is unused and surplus to the future public open space and recreation requirements.

The Amendment can be inspected during office hours at:

Department of Infrastructure  
Customer Service Centre  
Upper Plaza  
Nauru House  
80 Collins Street  
MELBOURNE 3000

Melton Shire Council  
Civic Centre  
232 High Street  
MELTON 3337

**AB681741X**



Submissions about the Amendment must be sent to:

Melton Shire Council  
PO Box 21  
Melton 3337

by

31 January 2002

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*Planning and Environment Act 1987*

**MELTON PLANNING SCHEME  
AMENDMENT C21 EXPLANATORY REPORT**

**Who is the planning authority?**

The Shire of Melton has prepared the amendment. The Shire of Melton is the planning authority for this amendment.

**Land affected by the amendment**

The amendment applies to land being Lot 2 on Plan of Subdivision 85207 Volume 8810 Folio 298 and Lot 1 on Plan of Subdivision 88160 Volume 9358 Folio 917. The land is bounded by Taylors Road to the north, the Municipal boundary to the east, Kororoit Creek to the south and vacant land to the west.

**What the amendment does**

The purpose of the amendment is to rezone unused and surplus land from Public Park and Recreation to Residential 1 and to apply a new development plan overlay schedule to ensure its orderly development.

The amendment will:

- change Maps 10 and 14 in the Scheme to show part of the land at Taylors Road, Melton East, as Residential 1 Zone, as shown on the attached map marked 'Melton Planning Scheme, Amendment C21, Sheet 1 of 2;
- change Maps 10DPO and 14DPO in the Scheme to show the land at Taylors Road, Melton East as DPO 6, as shown on the attached map marked 'Melton Planning Scheme, Amendment C21, Sheet 2 of 2;
- insert 'Schedule 6 Overlay' (Taylors Road Estate) to the Development Plan into Clause 43.04 Development Plan Overlay, following 'Schedule 5'.

**Why the amendment is required**

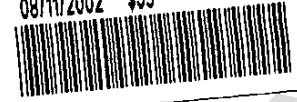
The amendment is required to allow for the orderly residential development of the land that is unused and surplus to future public open space and recreation requirements.



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## **Impact of the amendment**

### ***Social and economic effects***

The amendment will have positive social and economic effects as it provides the opportunity for the orderly provision of residential land that makes effective use of existing and proposed social and physical infrastructure.

### ***Environmental effects***

The amendment is not expected to have any adverse impact on the environment. It does not affect an extensive area of land zoned for public open space use along the southern portion of the site, maintaining an open space buffer to Kororoit Creek.

The retention of existing zones generally below the 73 / 74 contour lines is responsive to the natural landscape features and areas of cultural value on the site. Independent flora, fauna and archaeological assessments concluded that the area of high ecological and archaeological value on the subject site is along Kororoit Creek and associated escarpments.

The amendment does not affect land subject to flooding from the Creek. Melbourne Water advises that the Urban Floodway Zone boundary exceeds the 1 in 100 years flood level for the site that grades from RL 68.0 metres at the south west corner to RL 66.6 metres in the south east corner.

The amendment does not affect land covered by the Environmental Significance Overlay (ESO 2) or the Land Subject to Inundation Overlay (LSIO).

### ***Minister's Directions***

The amendment is not affected by any of the Minister's Directions under Section 12 of the *Planning and Environment Act 1987*.

## **Strategic and policy justification for the amendment**

- **Appropriate Zone**

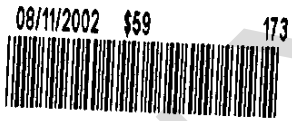
The rezoning to the Residential 1 Zone is consistent with the zoning of adjoining land to the east, west and north and allows for a compatible residential development of the subject site.



The area to be rezoned has been defined after an extensive analysis of the site, which has included an:

- investigation of flora and fauna;
  - investigation of cultural heritage;
  - assessment of the landscape;
  - investigation of surrounding land uses;
  - assessment of traffic management and access issues;
  - assessment of community and open space needs;
  - investigation of the provision of engineering infrastructure.
- **Appropriateness of Schedule 6 to the Development Plan Overlay**

**AB681741X**



Schedule 6 to the Development Plan Overlay (DPO 6) is a revision of the existing requirements to ensure that specific issues relevant to the subject site are addressed in its development.

DPO 6 introduces the following requirements for a development plan to include:

- a development that provides a certain housing yield;
- proposed actual or indicative arterial or collector linking points to the adjoining land;
- proposed open space areas and their recreational function;
- a landscape assessment;
- any cultural heritage features and areas and an indication of those proposed to be retained;
- a flora and fauna assessment.

In addition the DPO 6 requires that prior to a permit being granted for the use, development or subdivision of the land the following must be prepared to satisfaction of the Responsible Authority (Shire of Melton):

- a development plan;
- a landscape masterplan;
- a drainage strategy.

This provides the Shire of Melton with a high degree of control over the development of the site and for an assurance that it will result in orderly development of the rezoned site.

- **Consistency with Planning Policy and Strategic Direction for the Area**

The amendment is consistent with the Melton East Strategy Plan (1997), which concluded after analysis and consideration of the land use needs of the area that it would be appropriate to develop part of the subject site for urban purposes including higher density housing (Clause 3.6, MESP).



The amendment is consistent with the Melton Municipal Strategic Statement as it provides for the supply of residential land in the Melton East Growth Area that has been identified as the Melton second urban settlement area. It allows for the effective use of existing and planned infrastructure including surplus land, Taylors Road (a major west - east link road providing for good traffic movement), sewer, water, electricity, telecommunication and gas.

The amendment is consistent with the objectives of the Recreation and Open Space Networks Policy (Clause 22.03) as it affects only part of the site, retaining an extensive area of land zoned for public open space use and all of the land zoned 'Urban Floodway' along Kororoit Creek for:

- active recreation spaces large enough to cater for a range of activities;
- a north-south linear open space link providing a connection from Taylors Road to the Kororoit Creek regional corridor, which in turn provides a link to the established and future residential areas to the east and west;
- the creation of a major open space corridor along the Kororoit Creek that forms part of a regional link extending beyond the boundaries of the site.

A Development Plan, known as Taylors Road Estate Development Plan, has been prepared for the land and has been submitted with this Amendment. Details of the findings of each area of investigation and how the Amendment will meet the Council strategies are documented in this Development Plan.

**Where you may inspect this amendment**

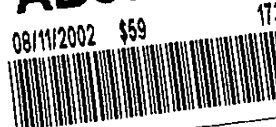


This Amendment is available for public inspection, free of charge, during office hours at the following places:

Melton Shire Council  
Civic Centre  
232 High Street  
MELTON 3337

Department of Infrastructure  
Customer Service Centre  
Upper Plaza  
Nauru House  
80 Collins Street  
MELBOURNE VIC 3000

**AB681741X**



Planning and Environment Act 1987

**MELTON PLANNING SCHEME  
AMENDMENT C21**

The planning authority for this Amendment is the Shire of Melton.

The Melton Planning Scheme is amended as follows.

1. Planning Scheme Maps Numbers 10 and 14 are amended in the manner shown on the attached map marked 'Melton Planning Scheme, Amendment C21, Sheet 1 of 2'.
2. Planning Scheme Maps Number 10DPO and 14DPO are amended in the manner shown on the attached map marked 'Melton Planning Scheme, Amendment C21, Sheet 2 of 2'.
3. In Overlay 43.04 following 'Schedule 5' insert 'Schedule 6 (Taylors Road Estate) to the Development Plan Overlay' in the form of the attached document.
4. For List of Amendments, substitute a new List of Amendments in the form of the attached document.

End of Document



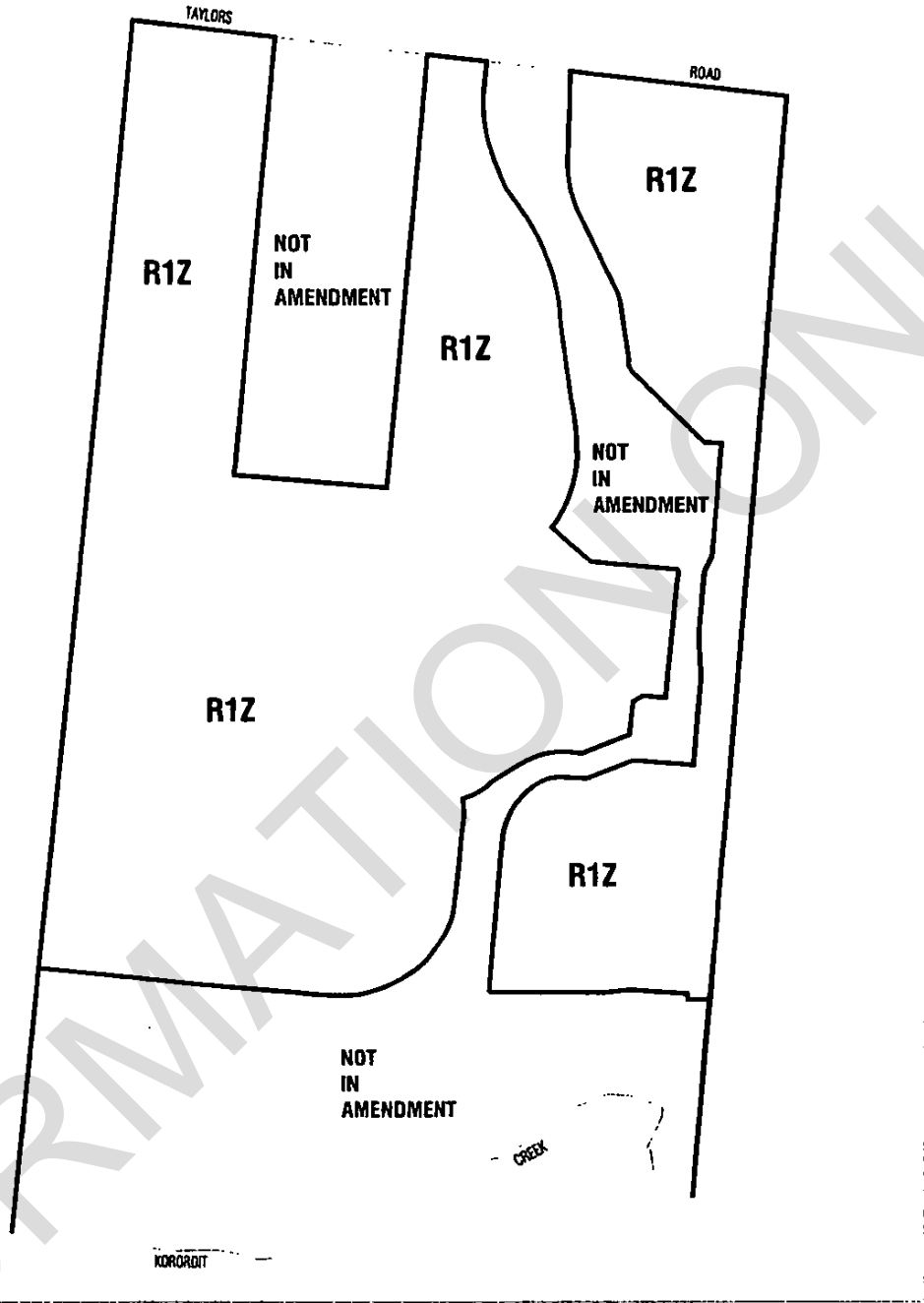
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# MELTON PLANNING SCHEME

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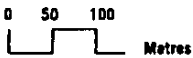


## LEGEND

<b>R1Z</b>	RESIDENTIAL 1 ZONE
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PART OF PLANNING SCHEME MAPS No 10 and 14

Sheet 1 of 2

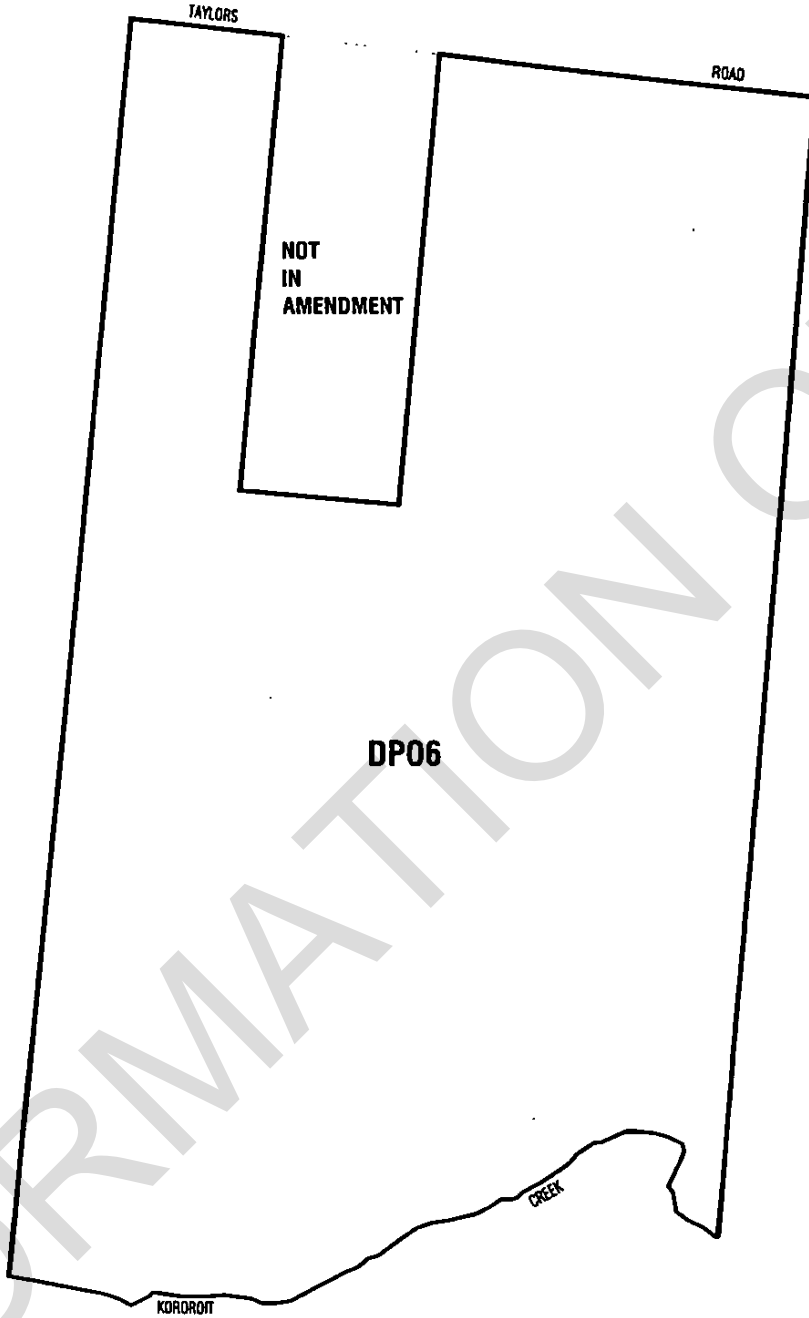


## AMENDMENT C21



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# MELTON PLANNING SCHEME



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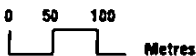
## LEGEND

PART OF PLANNING SCHEME MAPS No 10DPO and 14DPO

**DPO6**

DEVELOPMENT PLAN OVERLAY 6

*Sheet 2 of 2*



## AMENDMENT C21



DAB681741X-21-2

## MELTON PLANNING SCHEME

**SCHEDULE 6 TO THE DEVELOPMENT PLAN OVERLAY**

Shown on the planning scheme map as DPO6

**TAYLORS ROAD ESTATE****AB681741X**

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**1.0 Requirement before a permit is granted**

Prior to the issue of a planning permit for any development or use:

- a development plan must be prepared to the satisfaction of the responsible authority;
- a landscape masterplan must be prepared to the satisfaction of the responsible authority;
- a drainage strategy must be prepared to the satisfaction of the responsible authority.

**2.0 Requirements for Development Plan**

A Development Plan must include:

- an overall map of the proposed development in the Development Plan area as well as supporting documentation that assists to clarify the nature of the development proposed;
- a development catering for between 1000 and 1200 lots (of various sizes, types and sub-area densities) or as otherwise proposed by the developer to the satisfaction of the responsible authority.
- the proposed land uses (including generally the areas proposed for conventional and medium density housing);
- the relationship of the land to existing or proposed land uses on adjoining land;
- the proposed arterial and collector road network including proposed actual or indicative linking points to surrounding land;
- the proposed main walking and cycling links;
- the proposed open space areas and their recreation function (natural, passive or active);
- the proposed drainage network;
- the location and general content of any proposed Activity Centre;
- a landscape assessment of the land;
- any existing cultural heritage features and areas and an indication of those proposed to be retained;
- any proposals relating to the findings of a flora and fauna assessment of the land;
- any proposed indicative staging of development of the land.

**3.0 Decision guidelines**

Before deciding to approve a Development Plan, the responsible authority must consider:

- the existing and possible future development and use of the land and of contiguous or adjacent land;
- the availability of water, sewerage, drainage and electricity services;
- the orderly planning of the zone, including the management of traffic, the provision of pedestrian ways and open space;
- the need for financial or other contributions towards the provision of reticulated service infrastructure, community and social facilities and services, transport infrastructure and services;
- the provisions of the Melton East Strategy Plan and Municipal planning policy.



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## MELTON PLANNING SCHEME

## LIST OF AMENDMENTS



Amendment number	In operation from	Brief description
VC7	16 AUG 1999	Makes changes to the SPPF relating to Melbourne Airport and brothels; clarifies that land identified in a schedule to the Public Park and Recreation Zone or the Public Conservation and Resource Zone may be used and developed in accordance with the schedule or the specific controls contained in an incorporated document corresponding to the land; introduces a new State Resources Overlay; amends the Airport Environs Overlay to establish the lessee of Melbourne Airport in decision guidelines and as a referral authority; extends the expiry date of major promotion signs displayed in accordance with a permit granted between 19 September 1993, and 18 September 1997; amends definitions in accordance with changes to the Prostitution Control Act 1994.
C6	25 NOV 1999	Rezones 4 local recreation reserves in Melton and Melton South from PPRZ to R1Z.
C9	25 NOV 1999	Amends the schedule to Clause 52.03 to allow land at Lots 1 & 2 LP 30733K [sic], Plumpton Road to be used for rock crushing subject to conditions in an incorporated document.
C1	17 FEB 2000	Applies Public Acquisition Overlay PAO2 over land at 49 Palmerston Street, Melton.
C2	24 FEB 2000	Rezones land located at the eastern fringe of the Melton township, more specifically known as 2290-2296 Sherwin Court Melton, for low density residential purposes. Makes changes to the Municipal Strategic Statement. Alters the Residential Land Use Policy found at Clause 22.01.
C7	30 MAR 2000	Includes some areas of land in the vicinity of Western Highway/Hopkins Road intersection in a Public Acquisition Overlay, and excludes other land from a Public Acquisition Overlay
C10	11 MAY 2000	Rezones a parcel of land comprising approximately 181 hectares on Ferris Road, Melton (known as the CSR Quarry land), from Special Use Zone (Extractive Industry) to Industrial 1 Zone. Corrects map designations for the proposed harness racing facility at Bridge Rd, Melton and the Truganina terminal station
VC9	25 MAY 2000	Makes changes to the Settlement and Housing

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## MELTON PLANNING SCHEME

		policies in the State Planning Policy Framework to recognise neighbourhood character.
VC8	17 AUG 2000	Makes changes to the SPPF in relation to biodiversity; introduces an operations clause for the LPPF; amends the rural zones in relation to the construction of outbuildings; amends the residential and rural zones to accommodate the keeping of pet racing dogs; amends the flooding zones and overlays to require the incorporation of local floodplain development plans; amends subdivision and dwelling provisions in the Restructure Overlay; amends clause 52.01 to clarify its relationship with the Subdivision Act 1988; amends clause 52.03 to enable the schedule to prohibit a use or development on specific sites; makes formatting and other changes arising from panel reports and operational experience.
C11	22 SEP 2000	Applies a Public Acquisition Overlay over the land required for the construction of the connection of the Western Freeway to the Western Ring Road, and a Design and Development Overlay along both sides of the proposed route.
VC10	14 DEC 2000	Makes changes to the Table of uses in the Public Conservation and Resource Zone relating to Utility installation and makes typographical corrections.
C4	21 DEC 2000	Includes land at the south east corner of Lakes Road and Melton Highway in Schedule 5 to the Special Use Zone.
C14	4 JAN 2001	Rezones the site of the Caroline Springs Town Centre from Residential 1 Zone to Comprehensive Development Zone and deletes the Development Plan Overlay No. 1 from the same land
VC11	29 MAR 2001	Introduces ability to require permits for outbuildings larger than a specified size in the Low Density Residential Zone; introduces ability to require permits for restaurants in specified areas in the Business 1 Zone; provides more flexibility in the purpose of the Specific Sites and Exclusions provisions; simplifies the operation of the Advertising Signs provisions; reorganises and clarifies the Car Parking provisions; corrects the referral provisions in Clause 61 relating to construction of building or works on land within 60 metres of a major electricity transmission line; introduces a new definition of Retirement village; and makes various formatting and typographical corrections.

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## MELTON PLANNING SCHEME

C12	17 MAY 2001	Rezones land at the south west corner of Coburns Road and Western Freeway, Melton from Public Park and Recreation Zone to Residential 1 Zone. Rezones 20 Troups Road, Rockbank from Public Use Zone (Service and Utility) to Residential 1 Zone. Rezones MacPherson Park, Coburns Road, Melton from Rural Zone to Public Park and Recreation Zone. Rezones 859-909 Coburns Road from Public Park and Recreation Zone to Rural Zone. ( <i>Map amendment</i> )
C13	17 MAY 2001	Insertion of an Incorporated Document detailing conditions relating to the use of land on the south west corner of Greigs Road and Mount Cottrell Road, Melton for extractive industry.
VC12	24 AUG 2001	Makes changes to the SPPF, LPPF, Zones, Overlays, Particular Provisions, Definitions and list of Incorporated documents based on the general review of residential development provisions and the recommendations of the ResCode Advisory Committee. The changes include the introduction of schedules to four residential zones, a Neighbourhood Character Overlay, new residential development provisions in Clauses 54, 55 and 56 for dwellings and subdivision, and transitional arrangements for subdivision, medium-density housing and residential buildings. Corrects an inconsistency between Amendment S74 and the VPP in relation to public open space contributions in subdivision. Clarifies the definition of Trade supplies.
VC13	27 SEPT 2001	Introduces <i>Victorian Code for Broiler Farms</i> as an incorporated document; amends the SPPF and the Rural Zone and introduces a new Particular provision and definition relating to broiler farm; amends the Advertising signs provisions relating to major promotion signs, business logos and street numbers; includes domestic rainwater tanks as exempt buildings and works except in the Heritage Overlay, updates references in the Environmental Audit Overlay to amended sections of the <i>Environment Protection Act 1970</i> , following amendments to that Act; makes corrections to the Residential 1 Zone and Business 1 Zone and updates the Use Guide.
VC14	22 NOV 2001	Makes corrections to the Residential 1 Zone, Clause 54.04 and Clause 55.05.
C21		Rezones part of the land known as Lot 2 on Plan of Subdivision 85207 Volume 8810 Folio 298 and Lot 1 on Plan of Subdivision 88160 Volume 9358 Folio 917 from Public Park and Recreation Zone to Residential 1

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MELTON PLANNING SCHEME

		Zone. Inserts 'Schedule 6 (Taylors Road Estate) to the Development Plan Overlay' (Clause 43.04).
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INFORMATION ONLY

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**SCHEDULE B**



**DAB681741X-27-4**

INFORMATION ONLY

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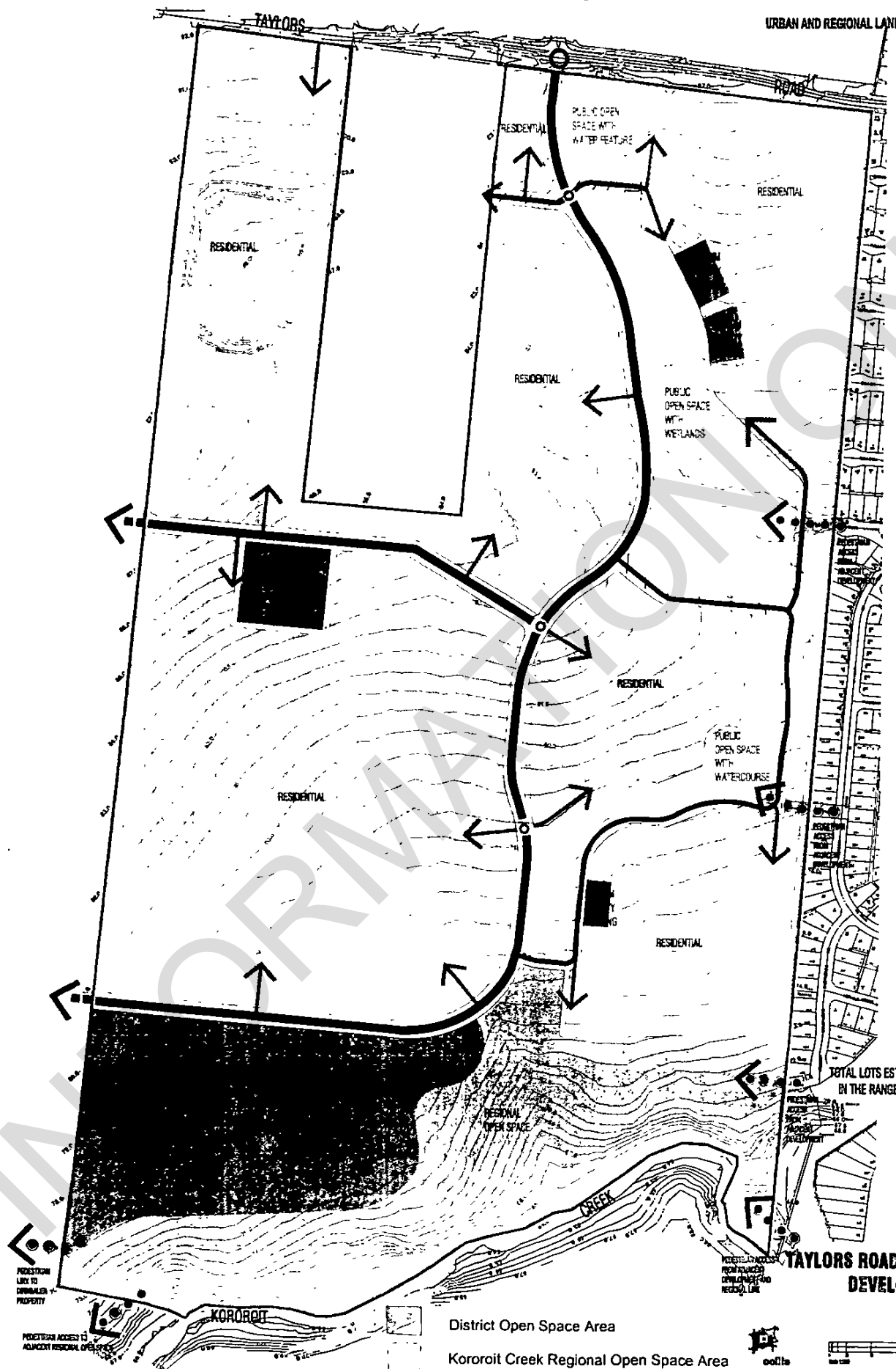
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URBAN AND REGIONAL LAND CORPORATION



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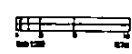
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TOTAL LOTS ESTIMATED TO BE IN THE RANGE 1000 TO 1200

**TAYLORS ROAD ESTATE DEVELOPMENT PLAN**

- District Open Space Area
- Kororoit Creek Regional Open Space Area
- North South Open Space Areas



PROVISION LINK TO DRINKABLE WATER PROPERTY

PROVISION ACCESS TO ADJACENT REGIONAL OPEN SPACE

PROVISION ACCESS FROM PROPOSED DEVELOPMENT TO REGIONAL OPEN SPACE



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**SCHEDULE C**

<b>Infrastructure Contribution</b>	<b>Timeframe</b>	<b>Value</b>
Duplication of Taylors Road where it abuts Stage 1	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 2	\$M1
Embellishment of North South Open Space within Stage 1	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 2, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$M1
Embellishment of North South Open Space within Stage 2A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 3, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$M1.25
Embellishment of North South Open Space within Stage 6A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 7, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$M1
Embellishment of Kororoit Creek Open Space within Stage 6A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 7, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$200,000
Embellishment of Kororoit Creek Open Space within Stage 8A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 9, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$200,000
Embellishment of Kororoit Creek Open Space within Stage 14A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 15, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$275,000

**AB681741X**

08/11/2002 \$59 173



Embellishment of District Open Space within Stage 14A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 15, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in any later Stage	\$460,000
Embellishment of Kororoit Creek Open Space within Stage 15A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 16, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in Stage 17	\$200,000
Embellishment of District Open Space within Stage 15A	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 16, or, if Council consents, prior to the issue of a statement of compliance for any subdivision of the land in Stage 17	\$460,000
Provision of at least 5% of the Subject Land as public open space, generally in accordance with the Taylors Road Development Plan to be approved by Council	public open space for each Stage to be provided prior to the issue of a statement of compliance for any subdivision of the relevant Stage	\$M1.8
Pavilion	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 17, or within one year after the issue of a statement of compliance for any subdivision of the land in Stage 15, whichever occurs sooner but subsequent to Council's confirmation of a master plan for the district open space	\$500,000
Duplication of Taylors Road where it abuts Stage 17	Prior to the issue of a statement of compliance for any subdivision of the land in Stage 17	\$500,000



DAB681741X-30-7

**AB681741X**

08/11/2002 \$59



173



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

HA THI MINH HUYNH  
57 THEODORE STREET  
ST ALBANS 3021

Client Reference: 16 Wills Terrace

NO PROPOSALS. As at the 8th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

16 WILLS TERRACE, BURNSIDE HEIGHTS 3023  
CITY OF MELTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 8th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78362183 - 78362183165024 '16 Wills Terrace'

## Extract of EPA Priority Site Register

Page 1 of 1

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 16 WILLS TERRACE  
SUBURB: BURNSIDE HEIGHTS  
MUNICIPALITY: MELTON

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 13 Reference A10

DATE OF SEARCH: 8th October 2025

### ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference (Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

**[Extract of Priority Sites Register] # 78362183 - 78362183165024 '16 Wills Terrace'**

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1186834

## APPLICANT'S NAME & ADDRESS

HA THI MINH HUYNH C/- LANDATA  
MELBOURNE

## VENDOR

DAI, VAN THANH

## PURCHASER

MELBOURNE CONVEYANCING PTY LTD

## REFERENCE

16 Wills Terrace

This certificate is issued for:

LOT 500 PLAN PS519342 ALSO KNOWN AS 16 WILLS TERRACE BURNSIDE HEIGHTS  
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/melton>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

08 October 2025

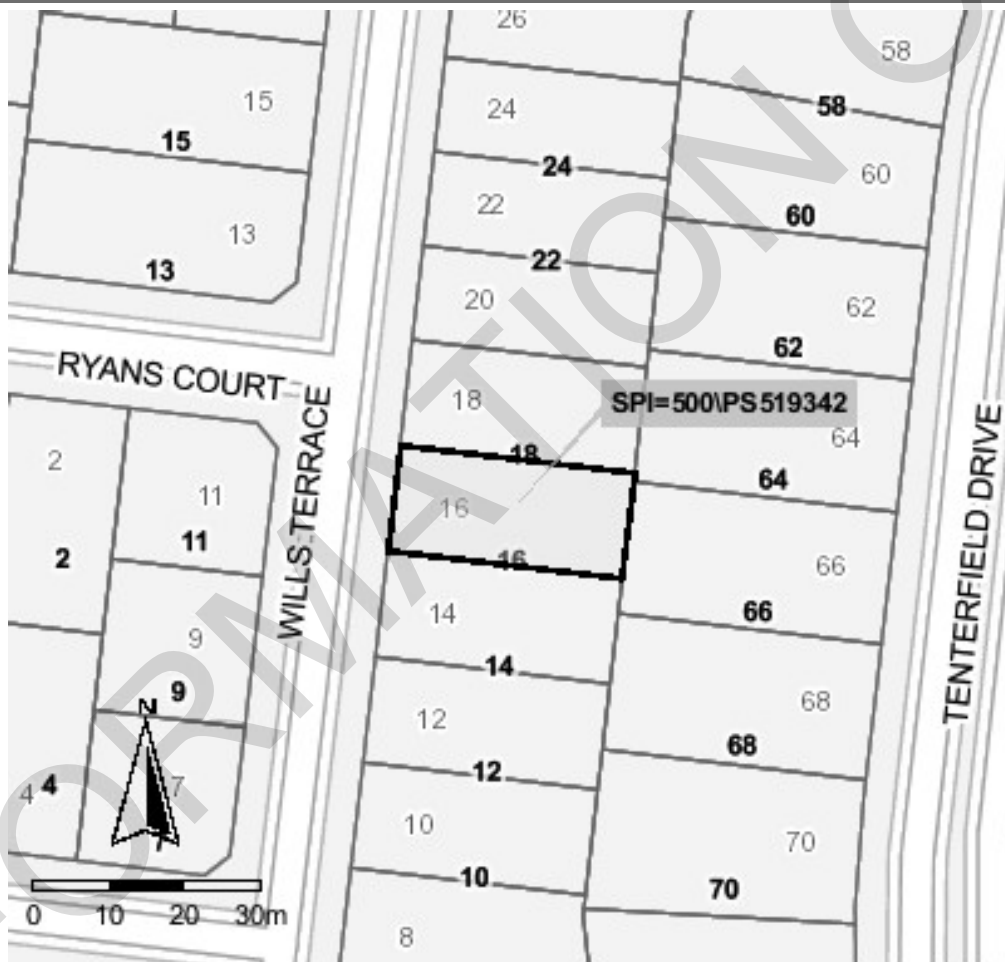
**Sonya Kilkenny**  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

#### Choose the authoritative Planning Certificate

##### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

No       Yes, details: \_\_\_\_\_

**Material Fact – 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 1962:**

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,

No       Yes, please specify: \_\_\_\_\_

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).

No       Yes, please specify: \_\_\_\_\_

There has been a significant event at the property, including a flood or a bushfire.

No       Yes, please specify: \_\_\_\_\_

There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes.

No       Yes, please specify: \_\_\_\_\_

There are restrictions on vehicular access to a property that are not obvious during a property inspection, such as truck curfews or where the access is via an easement that is not apparent on the Certificate of Title or Plans.

No       Yes, please specify: \_\_\_\_\_

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.

No       Yes, please specify: \_\_\_\_\_

Building work or other work done without a required building permit, planning permit or that is, otherwise, illegal.

No       Yes, please specify: \_\_\_\_\_

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 or homicide –

- Use for the manufacture of substances such as methamphetamine; or
- A defence or fire brigade training site involving the use of hazardous materials.

No       Yes, please specify: \_\_\_\_\_

Enhancements or improvements made to a property such as renovations, substantial repairs, etc.

No       Yes, please specify: \_\_\_\_\_

Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific Purchaser.



MELBOURNE CONVEYANCING PTY LTD  
57 THEODORE ST  
ST ALBANS VIC 3021

## Information Statement Certificate

**Reference number**

KH-25/5926

**Statement number**

3082796086

**Date of Issue** 9 Oct 2025**Total amount**

**\$605.87**

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

### Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

**Property address** 16 WILLS TERRACE, BURNSIDE HEIGHTS VIC 3023

**Property number** 1395150000

**Lot on Plan** 500\PS519342

**Comments**

### Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billcode: **8789**  
Ref: **98114200420**  
Go to **bpay.com.au**  
@Registered to BPAY  
Pvt Ltd  
ABN 69 079 137 518

**Australia Post**

Billcode: **0362**  
Ref: **0981 1420 0423**  
Pay at any post office,  
by phone **13 18 16**, at  
**postbillpay.com.au**, or  
via Auspost app



\*362 098114200423

# Annual Charges

## Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.25	Quarterly	\$56.52	\$56.52
Residential Sewer Service Charge	\$297.99	Quarterly	\$75.11	\$75.11
Parks	\$89.80	Quarterly	\$22.63	\$22.63
Waterways and Drainage	\$125.00	Quarterly	\$31.50	\$31.50
<b>Total annual charges</b>	<b>\$737.04</b>		<b>\$185.76</b>	<b>\$185.76</b>

## Other charges and adjustments

Service charges owing for previous financial years	\$0.00
Volumetric charges owing to 11/09/2025	\$92.67
Adjustments	-\$223.84 CR
<b>Total charges and adjustment</b>	<b>\$54.59</b>

## Outstanding charges

Current balance	\$54.59
Plus remainder service charges to be billed	\$551.28
<b>Total charges</b>	<b>\$605.87</b>

### Volumetric Charges

Please note the water meter on this property was last read on 11/09/2025. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 11/09/2025 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$1.32 per day

### Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

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Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

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Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

## General Information

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If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - [gww.com.au/information-statements](http://gww.com.au/information-statements). Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



Rohan Charrett

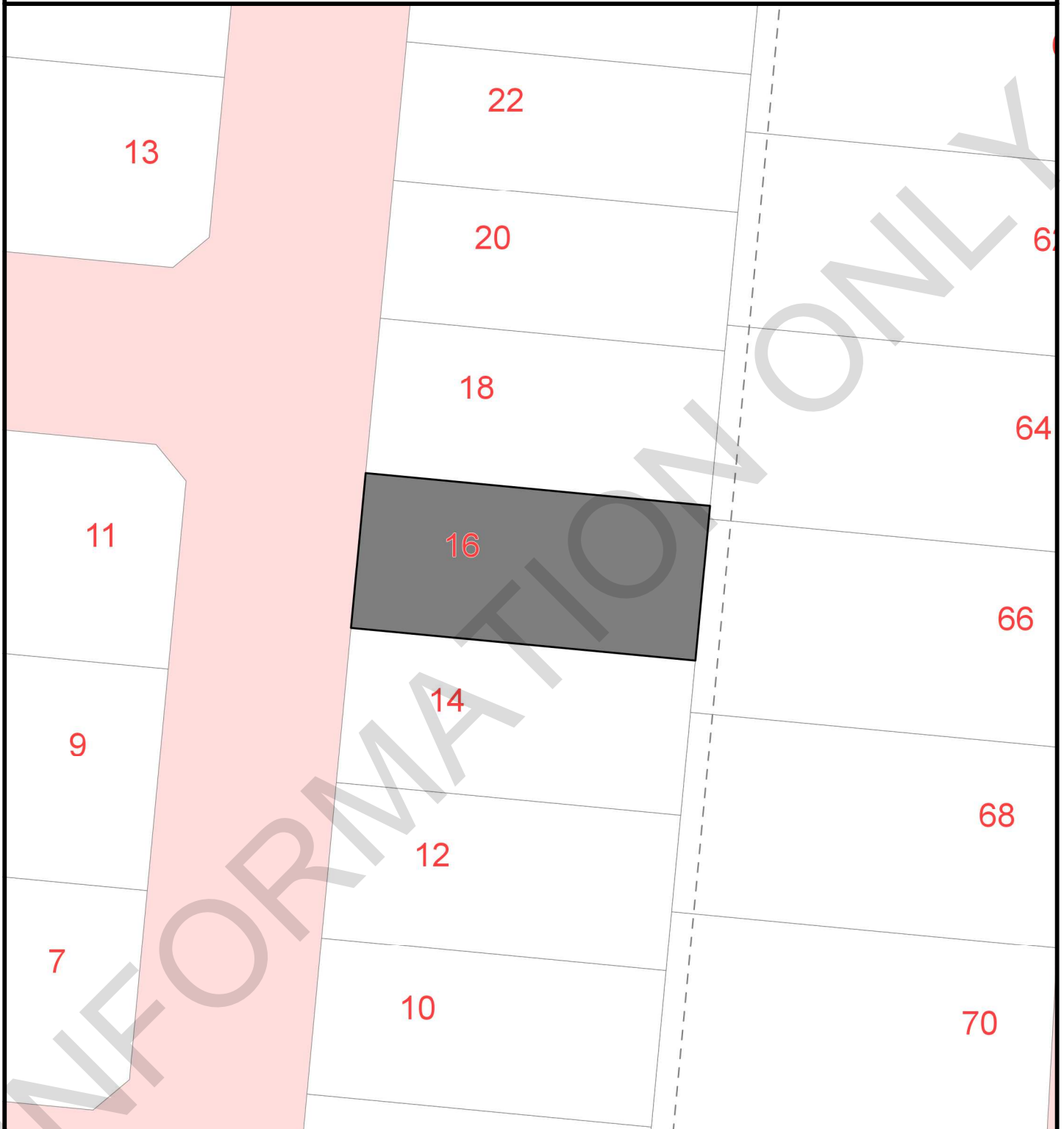
General Manager, Customer Experience

INFORMATION ONLY

# INFORMATION STATEMENT PLOT

Address : **16 WILLS TERRACE, BURNSIDE HEIGHTS VIC 3023**

Reference : **PID028927944**



Scale 1:500  
Printed on : 9/10/2025

Water Main DOES NOT traverse property  
Sewer Main DOES NOT traverse property



Greater Western Water  
36 Macedon St.  
Sunbury  
Locked Bag 350  
Sunshine  
VIC 3020  
Ph: 134 499  
[www.gww.com.au](http://www.gww.com.au)

- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



V Dai & T Trinh  
 16 Wills Terrace  
 BURNSIDE HEIGHTS VIC 3023

**Account number**  
**98114 20042**

**Tax Invoice** 981994887215

**Date of issue** 16 Sep 2025

**Service address**

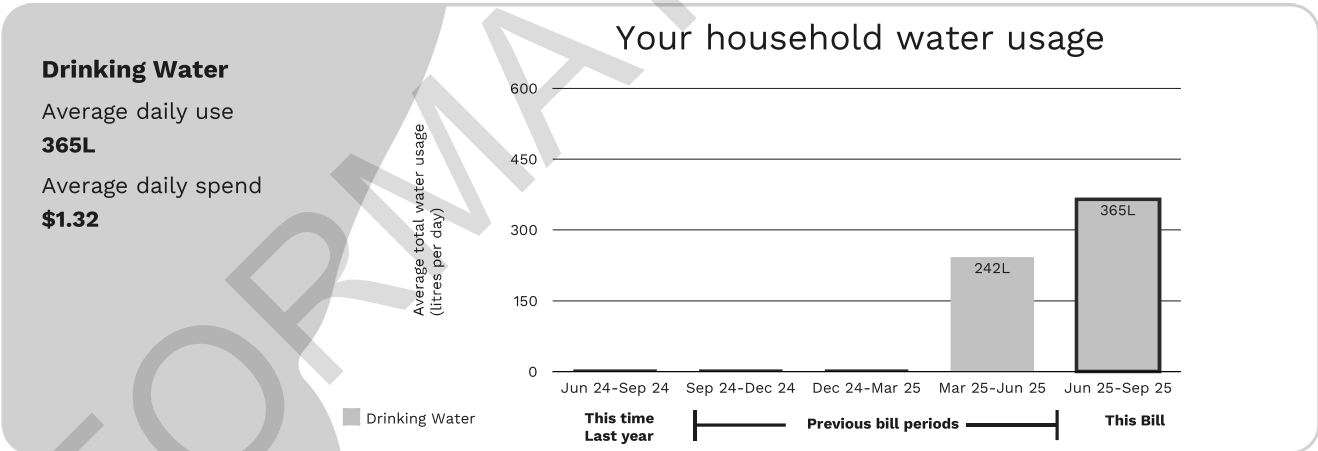
16 Wills Terrace,  
 Burnside Heights  
 VIC, 3023

<b>Amount to pay</b>	
<b>\$298.14</b>	
Previous bill	\$564.75
Payments received	-\$23.06
Balance	\$541.69
Current charges	-\$243.55
<b>Total charges</b>	<b>\$298.14</b>

**Pay by**  
**13 Oct 2025**

**Having trouble paying your bill?**  
 Call us on **13 44 99** or visit [www.com.au/accounts-billing](http://www.com.au/accounts-billing)

Please see page 2 for detailed information



**Payment options**

Greater Western Water ABN 70 066 902 467

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

**BPAY**  
 Biller code: **8789**  
 Ref: **98114200420**  
 Go to [bpay.com.au](http://bpay.com.au)  
 @ Registered to BPAY Pty Ltd  
 ABN 69 079 137 518

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

**Post Billpay**  
**Australia Post**  
 Billpay code: **0362**  
 Ref: **0981 1420 0421**  
 Pay at any post office, by phone **13 18 16**, at [postbillpay.com.au](http://postbillpay.com.au), or via AusPost app

**Centrepay**  
 Make regular deductions from your Centrelink payments.  
 Call **13 44 99** or visit [centrelink.gov.au](http://centrelink.gov.au)  
 Greater Western Water reference: **555-054-071-L**  
 Your account number: **98114 20042**



## Usage and charges

**Outstanding balance** \$541.69

### Your water usage <sup>1</sup>

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate \$/kL	Amount
MASR032266	85	1,724	1,755	31		

Meter Read date: 11/09/2025

#### Water consumed

Usage Step 1 (19/06/2025 to 30/06/2025)	4.376	\$3.529	\$15.44
Usage Step 1 (01/07/2025 to 11/09/2025)	26.624	\$3.6413	\$96.94
<b>Total water consumed</b>	<b>31.0000</b>		<b>\$112.38</b>

**Total usage** \$112.38

### Your network charges <sup>2</sup>

	Charge period	Amount
<b>Water</b>	01/07/2025 - 30/09/2025	\$56.52
<b>Sewer</b>	01/07/2025 - 30/09/2025	\$75.11
<b>Total network charges</b>		<b>\$131.63</b>

### Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
<b>Waterways &amp; Drainage <sup>3</sup></b> For Melbourne Water	01/07/2025 - 30/09/2025	\$7,540.00	\$31.50	\$31.50
<b>Parks <sup>4</sup></b> For the Dept. of Energy, Environment and Climate Action	01/07/2025 - 30/09/2025	\$7,540.00	\$22.63	\$22.63
<b>Transfer Balance from Old Owner to New Owner</b>				-\$541.69
<b>Total other charges and adjustments</b>				<b>-\$487.56</b>

**Your total charges** \$243.55 CR

\*From 1 July 2025, our prices changed as part of our annual update. This was approved by the Essential Services Commission, the independent economic regulator for Victoria's water industry. To learn more about our process and what your bill pays for, visit [gww.com.au/pricesandcharges](http://gww.com.au/pricesandcharges)

#### Privacy statement

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

### We're here to help

There are options available if you're having trouble paying your bill visit [gww.com.au/financial-support](http://gww.com.au/financial-support)

## Your charges explained

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

**Water usage** is calculated in steps.

Step 1: 0 to 440 litres per day  
Step 2: Over 440 litres per day

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

**3. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected

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

For more information visit [gww.com.au/charges](http://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](http://gww.com.au/concession)



## Here for you now and planning for tomorrow

We're making steady progress fixing the problems caused by our new billing system. There's still more to do and we'll keep you updated along the way. We've also made it easier to get in touch with us in person so you can speak to someone directly if you need support. Thanks for your continued patience, we really appreciate it as we work to get things back on track.

We're also planning ahead to meet the challenges of a growing population and a changing climate.

With dry conditions putting more pressure on our water supplies, we're taking action now. That includes making the most of all available sources - like desalinated water, recycled water and stormwater - and working with our partners so there is enough water for all our customers, now and in the future.

There's action you can take too. By using water wisely, you're helping to stretch our supplies further and every action helps.

**Maree**



**Maree Lang**  
Managing Director  
Greater Western Water



### Save water now and for the months ahead

Melbourne's water storages are lower than previous years and with more people using water, demand is rising faster than rainfall can keep up. At the same time, dry conditions continue across Victoria with water restrictions in place in some towns.

We're planning ahead by expanding our recycled water network, along with using other sources like desalinated water and stormwater where we can, to ease pressure on drinking water supplies.

Let's aim for **Target 150** - that's 150 litres per person, per day. Here's how you can help:

- Keep showers short
- Run full dishwasher loads on eco-mode
- Mulch garden beds to hold in moisture

And don't forget, Permanent Water Saving Rules are always in place to help make water-wise habits part of everyday life.

Get more tips at [gww.com.au/saving-water-home](http://gww.com.au/saving-water-home)

### Here to help with billing support

We know the transition to our new billing system hasn't been smooth for everyone, but we're making good progress and getting things back on track.

To make it easier for you to get support, we have a range of options in place:

- **Extended hours:** Our call centre is open 8am to 7pm weekdays and 9am to 5pm weekends.
- **Skip the wait:** Use our callback feature to hold your place in the queue.
- **In-person help:** Visit us at our customer hubs in Sunbury and Footscray.

We're focused on continuing to improve your experience. For the latest updates and support, visit [gww.com.au/billingupdates](http://gww.com.au/billingupdates)



### Spotted a fault? Here's what to do

There's a few ways you can let us know if something doesn't look right.

If it's an emergency, like gushing water, no water supply or every fixture in your house is blocked, call 13 44 99, 24 hours a day, 7 days a week.



If you're out, you can report a fault on your mobile using the Snap Send Solve app. Download the app, snap a photo of the issue and send it in.

You can also report a fault on our website, go to [gww.com.au/reportafault](http://gww.com.au/reportafault)

#### Acknowledgement of Country

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.

## Our new prices started 1 July

Each year, the Essential Services Commission approves adjustments to our prices to reflect changes in the cost of delivering safe and reliable water services to you. Our updated prices apply to your water bill from 1 July 2025 and are available on our website.

Learn more at [gww.com.au/charges](http://gww.com.au/charges)

### What your bill pays for

Your bills contribute to so much more than just the safe, reliable drinking water that comes out of your tap.

You're helping to pay for the continual upgrade and development of the infrastructure we need to treat and supply water for our communities.

We also collect some charges on behalf of other government agencies.

Learn more about what your bill pays for at [gww.com.au/charges](http://gww.com.au/charges)



24%

#### Water supply

Part of your bill goes towards distributing water to all of the homes, schools and businesses across our service area.



24%

#### Infrastructure

We're continually upgrading and building essential infrastructure, including treatment plants and thousands of kilometres of pipes.



22%

#### Operating costs

Everyday operations like 24/7 emergency repairs, customer service support and maintaining local waterways, parks and green spaces.



13%

#### Wastewater services

We remove, treat and dispose of wastewater from your home. This includes what you flush down the toilet to what goes down the kitchen sink, ensuring it's treated responsibly to protect public health and the environment.



10%

#### Waterways and drainage charge

We collect this charge for Melbourne Water. It helps protect and improve the health of our waterways and supports flood warning systems.



7%

#### Parks charge

We collect the parks charge from property owners for the Department of Energy, Environment and Climate Action, to help them maintain Melbourne's iconic parks, trails, zoos and waterways and the Shrine of Remembrance. *This is only charged to properties in the Melbourne metropolitan area.*

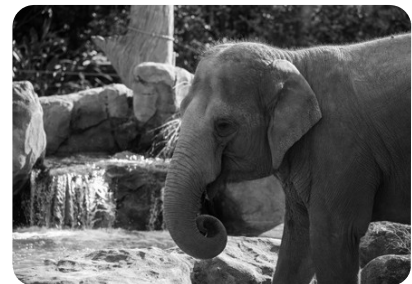
### Recycled water flows at the zoo

A new recycled water pipeline connecting the Werribee Open Range Zoo and the Werribee Recycled Water Plant is ensuring that the resident herd of nine Asian elephants have a steady supply of water to enjoy, as part of their 22-hectare sanctuary.

The pipeline delivers around 150 million litres of Class A recycled water annually, with capacity to expand to 400 million

litres as the zoo grows. This specially treated water provides a reliable, fit-for-purpose supply for elephants, hippopotamuses, and landscape irrigation, reducing reliance on precious drinking water or water sourced from local waterways.

Read more about the pipeline at [gww.com.au/recycledwateratthetoo](http://gww.com.au/recycledwateratthetoo)



### Contact us

Call 13 44 99

Visit [gww.com.au](http://gww.com.au)



@greaterwesternwater



@greaterwesternwater



@GWWVic



@greaterwesternwater

# Rates, charges and valuation notice 2025/2026

T: (03) 9747 7200  
 W: melton.vic.gov.au  
 E: revenue@melton.vic.gov.au



A.B.N 22 862 073 880

For the period 1 July 2025 to 30 June 2026

Date of Issue: 20/08/2025

V Dai & T Q Trinh  
 16 Wills Terrace  
 BURNSIDE HEIGHTS VIC 3023

Arrears will be charged interest at 10% P.A.

Assessment Number
<b>462267</b>

Arrears Amount

Due

Pay this amount
<b>\$535.91</b>

Not later than
<b>30/09/2025</b>

Property Location	16 Wills Terrace BURNSIDE HEIGHTS VIC 3023	Ward
Description	LOT 500 PS 519342D V/F 10940/034	LAKE CAROLINE

Capital Improve Value	Site Value	Net Annual Value	PRESCRIBED DATE OF VALUATION:	01/01/2025
\$660,000	\$450,000	\$33,000	EFFECTIVE DATE OF VALUATION:	01/07/2025

If you have a current payment arrangement or direct debit, continue with your payments as agreed. Retain this notice for your records, additional copies will incur a fee.

General Rate	\$0.00211580	x \$660,000	\$1,396.43
Municipal Charge	\$189.00	x 1	\$189.00
Waste Service B-240L yellow, 80L red, 240L green	\$308.00	x 1	\$308.00
<b>Emergency Services &amp; Volunteer Fund</b>			
Residential ESVF Fixed Charge	\$136.00	x 1	\$136.00
Residential ESVF Variable Charge	\$0.00017300	x \$660,000	\$114.18
<b>Total Rates &amp; Charges</b>			<b>\$2,143.61</b>

1st Instalment	30/09/2025
	<b>\$535.91</b>
2nd Instalment	30/11/2025
	<b>\$535.90</b>
3rd Instalment	28/02/2026
	<b>\$535.90</b>
4th Instalment	31/05/2026
	<b>\$535.90</b>
<b>Total Balance</b>	<b>\$2,143.61</b>

The Emergency Services & Volunteer Fund sum of \$250.18 is collected for the State Government. AVPCC 110 Detached Dwelling

Households have access to use any two of the following waste disposal options each year. (Expiry 30/06/26) \*Visit website for more information and conditions

Melton Recycling Facility



Disposal of up to 1 cubic metre (1m<sup>3</sup>) of Waste\* at the Melton Recycling Facility 33 Ferris Road, Cobblebank



At Home Hard Waste Collection (Must Book before 16/6/2026)



Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment Reference No. 001004622674



Billers Code: 1123



melton.vic.gov.au



1300 067 479



\*330 001004622674

ASSESSMENT NUMBER **462267**  
 RATE PAYER V Dai & T Q Trinh  
 PROPERTY LOCATION 16 Wills Terrace BURNSIDE HEIGHTS VIC 3023

Amount Payable
<b>\$535.91</b>

Scan here to pay



**GO GREEN. GO ELECTRONIC.**

Receive your rates notices via email

Register now at [melton.enotices.com.au](http://melton.enotices.com.au) with eNotices reference number:



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 October 2025 05:10 PM

## PROPERTY DETAILS

Address: **16 WILLS TERRACE BURNSIDE HEIGHTS 3023**  
 Lot and Plan Number: **Lot 500 PS519342**  
 Standard Parcel Identifier (SPI): **500\PS519342**  
 Local Government Area (Council): **MELTON**  
 Council Property Number: **462267**  
 Planning Scheme: **Melton**  
 Directory Reference: **Melway 13 A10**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[Planning Scheme - Melton](#)

## 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: **KOROROIT**

## OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



**GRZ - General Residential**

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

## Planning Overlays

No planning overlay found

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

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

## Further Planning Information

Planning scheme data last updated on 2 October 2025.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](http://www.environment.vic.gov.au) or please contact your relevant council.

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

Created at 08 October 2025 05:10 PM

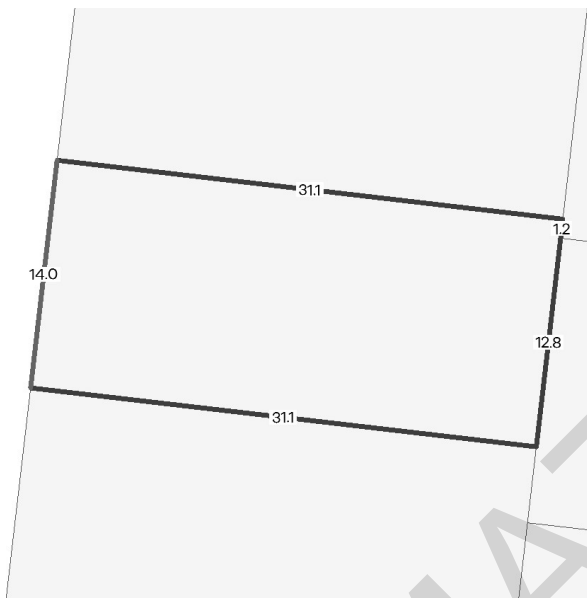
## PROPERTY DETAILS

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Standard Parcel Identifier (SPI): **500\PS519342**  
Local Government Area (Council): **MELTON**  
Council Property Number: **462267**  
Directory Reference: **Melway 13 A10**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 435 sq. m

**Perimeter:** 90 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: **KOROROIT**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

# Due Diligence Checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

#### ***Moving to the country?***

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

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

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

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

### Soil and groundwater contamination

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

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

## Land boundaries

### ***Do you know the exact boundary of the property?***

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

## Planning controls

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## Safety

### ***Is the building safe to live in?***

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

## Building permits

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## Utilities and essential services

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

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

## Buyers' rights

### ***Do you know your rights when buying a property?***

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