CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 9 WARREGO Way POINT COOK VIC 3030

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing: ……

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

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

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

Print name of person signing TEDDY HAIRYANTO TEH

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Section 31
Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that your sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

XYNERGY REALTY ALTONA
114-116 QUEEN ST ALTONA VIC 3018

Tel: 03 9398 8400 Fax: Ref: ENDRU YAO Email: endru@xynergy.com.au

VENDOR **TEDDY HAIRYANTO TEH**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

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

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-23/30264 Email: settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11182/677	639	PS 620422Q

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
9 Warrego Way Point Cook Vic 3030

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

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

PAYMENT

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

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

LEASE (general condition 5.1)

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

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:
Residential tenancy agreement for a fixed term ending
Periodic residential tenancy agreement determinable by notice
Lease for a term ending…….with…….option to renew, each of…… years

TERMS CONTRACT (general condition 30)

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

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

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

Lender:

Loan amount: $

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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

1. Purchaser's inspection and investigation.

1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

1.1.1 Has made investigations and accepts the structures, improvements and land as to the current nature, quality, condition and state of repair.

1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.

1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and

1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.

1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

1.2 The Vendor gives no warranty:

1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.

1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use

1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations

1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.

1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering into this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.

CLAIMS BY PURCHASER

1.4 The Purchaser shall make no objection, claim compensation or delay settlement or payment of the balance of the purchase price because of anything in connection with:

1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.

1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.

1.4.3 The nature of quality and classification of the soil and subsoil of the land.

1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

2.2 The nominee must pay the additional professional fees to Vendor's Conveyancers of $220.00 for the nomination.

3. Extension request

The Purchaser shall pay to the Vendor's representative the sum of $220.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

4. Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative $220.00 at the at the settlement for each request.

5. Adjustments

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $220.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

6. Default not remedy

General conditions 35.4 of the contract of sale is added:
Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

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

7. Amendments

General Condition 6.1 is deleted.

Contract of Sale of Land - General Conditions
Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

date for settlement.

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

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

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

settlement on the property.

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

payment of the amount.

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....
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:	TEDDY HAIRYANTO TEH
Property:	9 WARREGO Way POINT COOK VIC 3030

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

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

Ref: HN-23/30264

32A FINANCIAL MATTERS

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

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

(b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser

(c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
- Not Applicable

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

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 under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

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

32D NOTICES

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

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

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

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

32I TITLE

Attached are the following document/s concerning Title:

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

SECTION 32 STATEMENT

9 WARREGO WAY POINT COOK VIC 3030

DATE OF THIS STATEMENT [ ] / [ ] /20 [ ]

08/03/2024

Name of the Vendor

TEDDY HAIRYANTO TEH

Signature/s of the Vendor

×

Mr Teddy Hairyanto (Mar 8, 2024 16:26 GMT+7)

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

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

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 [ ]

Name of the Purchaser

Signature/s of the Purchaser

×

Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 158.8 to give the notice at least 14 days before the due date for settlement.

2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.

3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.

4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.

5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.

6. There is some debate about whether the notice needs to be signed by the supplier/vendor.

7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.

8. If nomination occurs after a notification has been given, a fresh notification will be required.

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient:

Property address:

Lot no.: **Plan of subdivision:**

[Cross out whichever is not applicable]

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

OR

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:

Withholding amount: $_____

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: *Thursday, 5 December 2019*

Vendor/supplier ABN: _____

From: Vendor/supplier:

Dated: 20/12/2019

Signed by or on behalf of the vendor/supplier: _____

{00150808:4}

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOLUME 11182 FOLIO 677 Security no : 124111474601J
Produced 21/12/2023 10:45 AM

LAND DESCRIPTION

Lot 639 on Plan of Subdivision 620422Q.
PARENT TITLE Volume 11156 Folio 362
Created by instrument PS620422Q 19/01/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TEDDY HAIRYANTO TEH of 9 WARREGO WAY POINT COOK VIC 3030
AH017387V 04/02/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ011776Y 17/06/2011
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS620422Q 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: 9 WARREGO WAY POINT COOK VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 21/12/2023, for Order Number 82377170. Your reference: HN-23/30264.

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PLAN OF SUBDIVISION

Stage No.	LRS use only	Plan Number
/	EDITION 1	PS 620422Q

Location of Land

Parish: DEUTGAM

Township: -

Section: C

Crown Allotment: 4D (Part)

Crown Portion: -

Title References

C/T VOL 11156 FOL 362

Last Plan Reference: Lot M on PS 617580P

Postal Address: SNEYDES ROAD
(At time of subdivision) WERRIBEE

MGA Co-ordinates: E 300 195
(Of approx. centre of plan) N 5 801 772 Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROAD R-1	WYNDHAM CITY COUNCIL
RESERVE No. 1	WYNDHAM CITY COUNCIL
RESERVE Nos. 2 & 4	POWERCOR AUSTRALIA LIMITED
RESERVE No. 3	CITY WEST WATER

Council Certification and Endorsement

Council Name: WYNDHAM CITY COUNCIL Ref:

1. This Plan is certified under Section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988
   Date of original certification under section 6 ...../...../
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage

Council delegate
Council seal
Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate
Council seal
Date / /

Notations

Depth Limitations: DOES NOT APPLY

Staging: This is not a staged subdivision
Planning permit No. WYP 1687107

This is a SPEAR plan.

Lot Nos. 1 to 598 and A to N (all inclusive) have been omitted from this plan.

Survey: This plan is based on survey

This survey has been connected to permanent mark no(s). PM 73 & 106
in Proclaimed Survey Area no. -

Easement Information

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

-

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of

(See Sheet 2 for Easement Desciptions)

LRS use only

Statement of compliance/
Exemption Statement

Received X

Date: 7/1/10

LRS use only

PLAN REGISTERED

TIME 1:37 pm

Date: 19/01/10

ARHilton.

Assistant Registrar of Titles.

FEATHERBROOK ESTATE - STAGE 14 (47 LOTS) AREA OF STAGE - 3.983ha

Sheet 1 of 10 Sheets

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LAYOUT NAME : Sheet 1
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	PLAN OF SUBDIVISION	Stage No. /	LRS use only EDITION	Plan Number PS 620422Q

Easement Information

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	Drainage & Sewerage	2	This Plan	Land in this Plan
E-1	Sewerage	2	This Plan	City West Water
E-1	Drainage	2	This Plan	Wyndham City Council
E-2	Drainage & Sewerage	3	This Plan	Land in this Plan
E-2	Sewerage	3	This Plan	City West Water
E-2	Drainage	3	This Plan	Wyndham City Council
E-3	Party Wall	0.13	This Plan	Relevant Abutting Lot
E-4	Sewerage	2.5	PS 617580P	City West Water
E-5	Carriageway	See Diag	This Plan	City West Water
E-6	Powerline	1.5	This Plan - Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-7	Sewerage	2.5	This Plan	City West Water
E-8	Sewerage	1.9	This Plan	City West Water
E-9	Sewerage	See Diag	This Plan	City West Water
E-10	Sewerage	1.5	This Plan	City West Water
E-10	Powerline	1.5	This Plan - Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-11	Sewerage	2.5	This Plan	City West Water
E-11	Powerline	2.5	This Plan - Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-12	Carriageway	2.5	This Plan	City West Water
E-12	Sewerage	2.5	This Plan	City West Water
E-13	Carriageway	16	This Plan	Powercor Australia Limited
E-13	Powerline	16	This Plan - Section 88 Electricity Industry Act 2000	Powercor Australia Limited

Sheet 2

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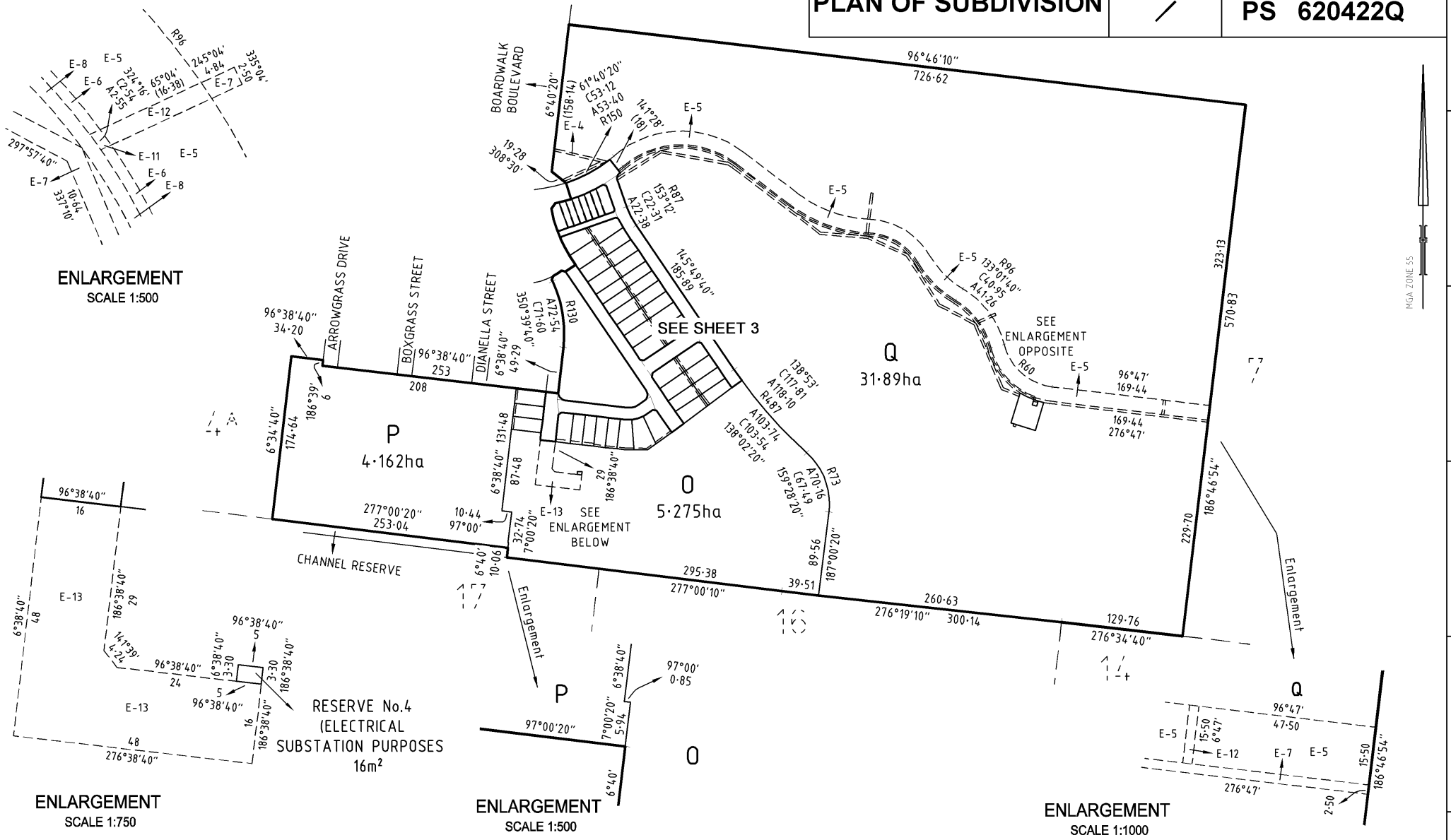
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PLAN OF SUBDIVISION

Stage No	Plan Number
/	PS 620422Q



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SCALE

40 0 40 80 120 160

LENGTHS ARE IN METRES

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Sheet 3

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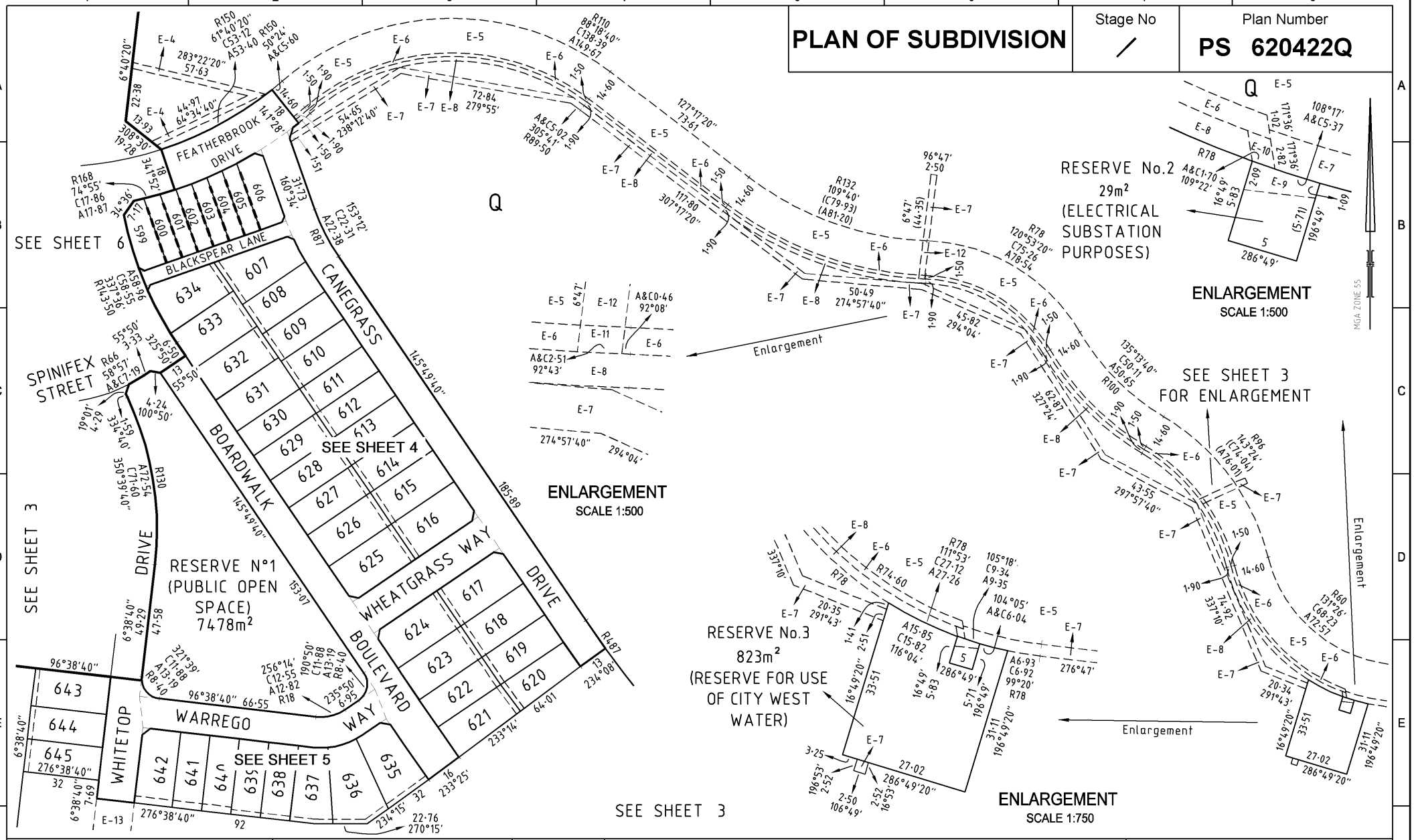
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PLAN OF SUBDIVISION

Stage No	Plan Number
/	PS 620422Q



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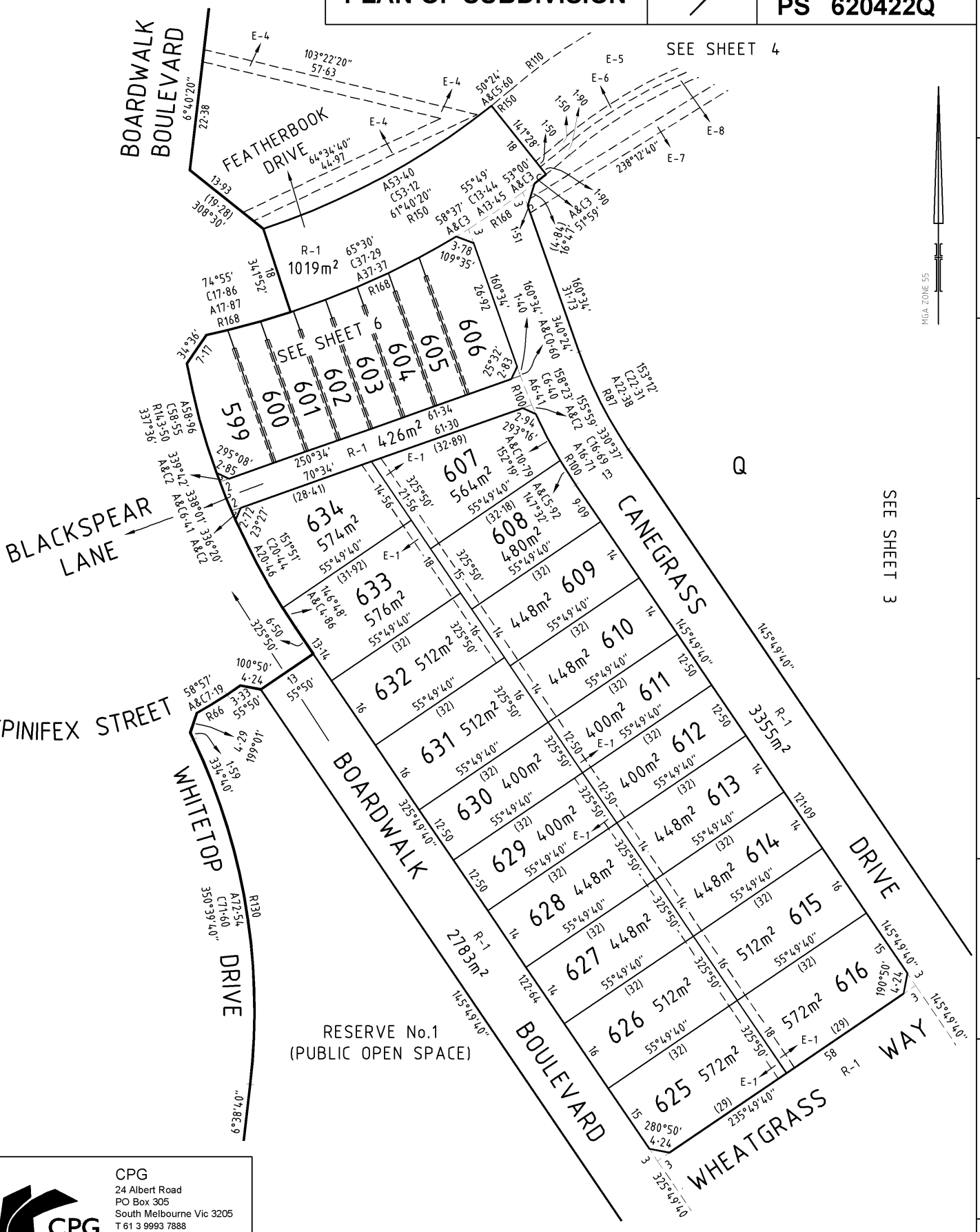
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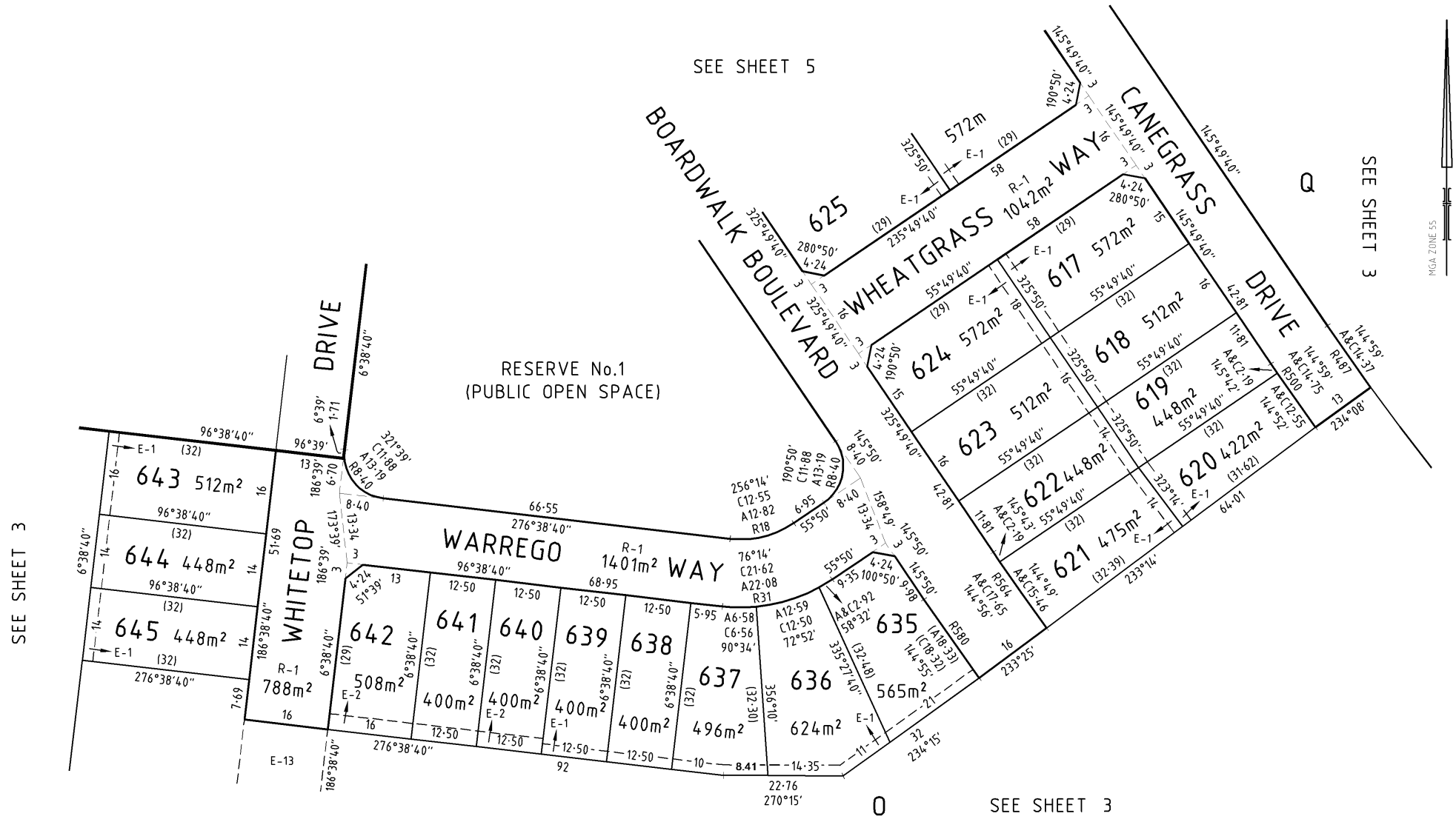
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Sheet 6

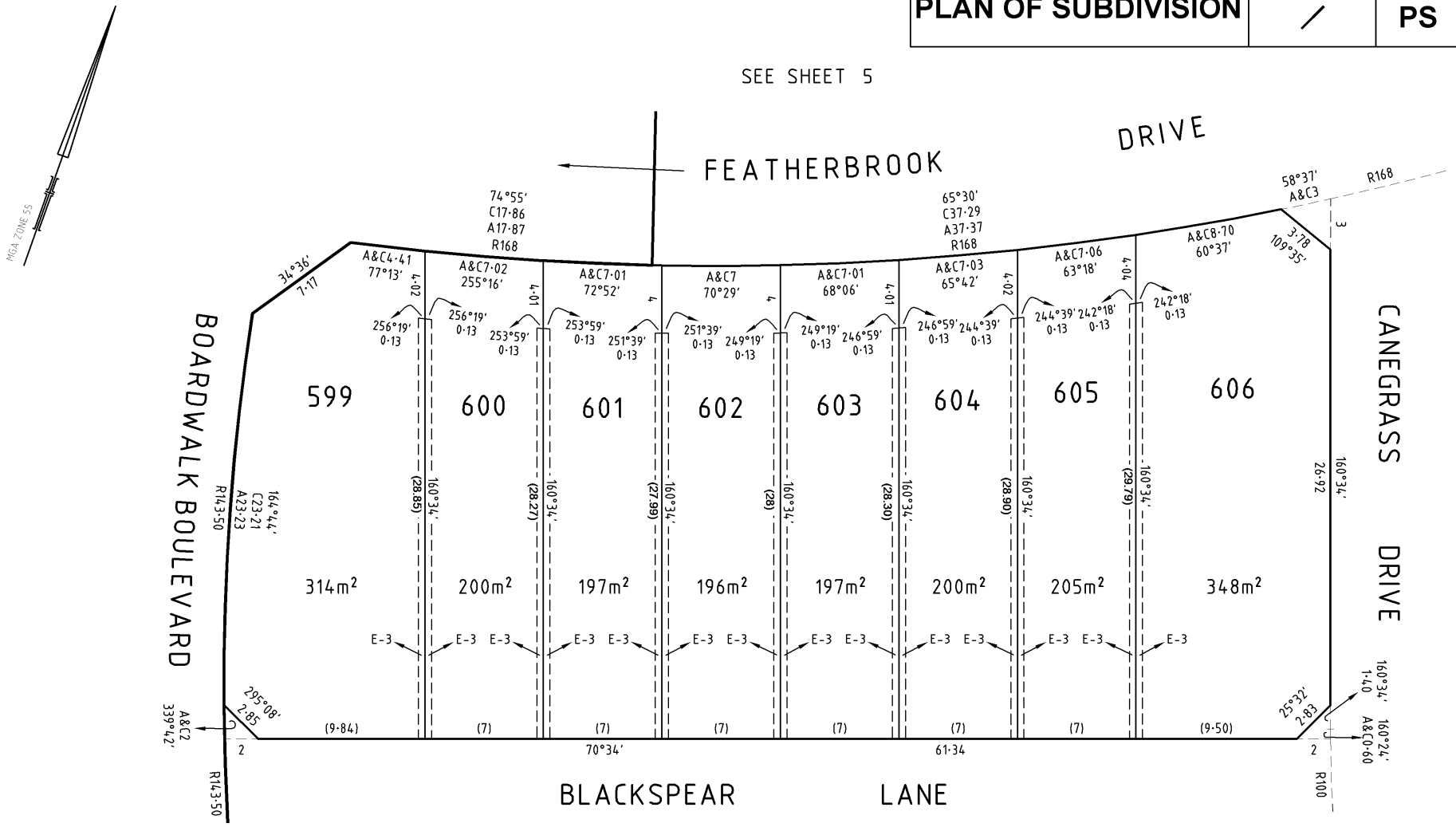
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SCALE

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LENGTHS ARE IN METRES

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PLAN OF SUBDIVISION

Stage No /

Plan Number **PS 620422Q**

CREATION OF RESTRICTION No 1

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

Table of Land Burdened and Land Benefitted :

Burdened Lot	Benefitted Lots
599	600
600	599, 601
601	600, 602
602	601, 603
603	602, 604
604	603, 605
605	604, 606
606	605
607	608, 633, 634
608	607, 609, 632, 633
609	608, 610, 631, 632
610	609, 611, 631
611	610, 612, 630
612	611, 613, 629
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618	617, 619, 623
619	618, 620, 622
620	619, 621
621	620, 622
622	619, 621, 623
623	618, 622, 624
624	617, 623
625	616, 626
626	615, 625, 627
627	614, 626, 628
628	613, 627, 629
629	612, 628, 630
630	611, 629, 631
631	609, 610, 630, 632
632	608, 609, 631, 633
633	607, 608, 632, 634
634	607, 633
635	636
636	635, 637
637	636, 638
638	637, 639
639	638, 640
640	639, 641
641	640, 642
642	641
643	644
644	643, 645
645	644

Description of Restriction:

1) The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the building envelopes shown attached and provisions of memorandum of common provisions registered in dealing no. AA1374 which memorandum of common provisions is incorporated into and by this plan.

2) The Restrictions shall cease to have affect after the 30th June 2017.

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Sheet 8

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Signed by: James Patrick Gleeson (CPG Australia Pty Ltd) 18/01/2010, Amended: 18/01/2010.

Delivered by LANDATA®, timestamp 21/12/2023 10:46 Page 9 of 11

Signed by Council: Wyndham City Council, Original Certification: 25/11/2009, S.O.C.: 04/01/2010, Amendments accepted: 18/01/2010

PLAN OF SUBDIVISION

Stage No /

Plan Number **PS 620422Q**

CREATION OF RESTRICTION No 1 (continued)

LEGEND

Single Storey Envelope
Note: Garages must be setback a minimum of 5.5m from main street frontage (Excluding terrace lots 599 - 606 where garages are permitted to be zero lot lined to the rear boundary - Blackspear Lane. Refer to T1 & T2 profiles for side setbacks)

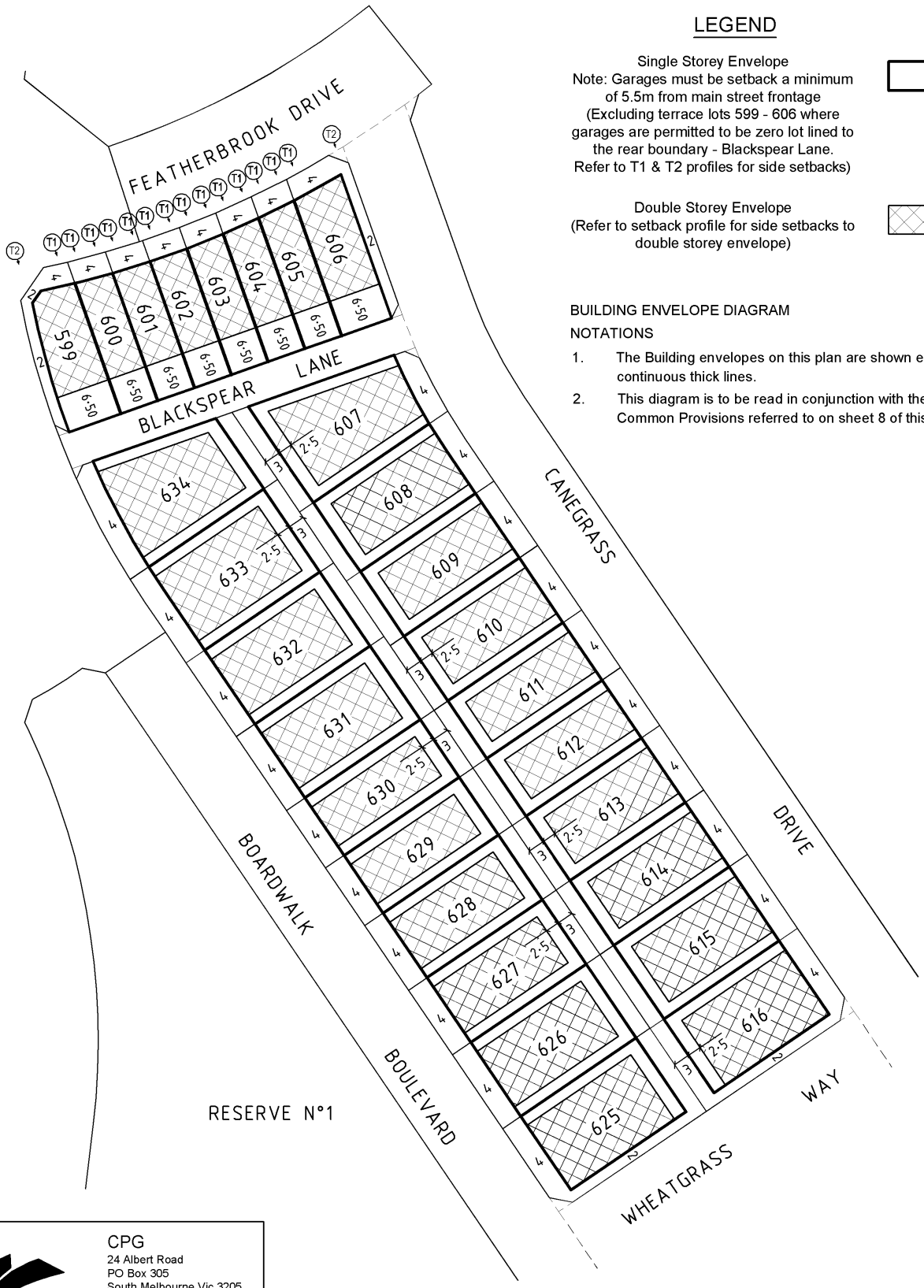
Double Storey Envelope
(Refer to setback profile for side setbacks to double storey envelope)

MGA ZONE 55

BUILDING ENVELOPE DIAGRAM

NOTATIONS

1. The Building envelopes on this plan are shown enclosed by continuous thick lines.
2. This diagram is to be read in conjunction with the Memorandum of Common Provisions referred to on sheet 8 of this plan.



CPG
24 Albert Road
PO Box 305
South Melbourne Vic 3205
T 61 3 9993 7888
F 61 3 9993 7999
cpg-global.com
A subsidiary of Downer EDI Limted

Sheet 9

SCALE
7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:750
SHEET SIZE A3

LICENSED SURVEYOR James Patrick Gleeson
SIGNATURE - DIGITALLY SIGNED..... DATE / /
REF: 141483SV00 VERSION 8
FILE NAME : 141483SV00.dwg
FILE LOCATION : F:\14\141483\141483-SUB\dwg\
LAYOUT NAME : Sheet 9 P B.E
SAVE DATE : Mon, 18 Jan 2010 - 11:48 LAST SAVED BY : seanb

..... DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: James Patrick Gleeson (CPG Australia Pty Ltd) 18/01/2010, Amended: 18/01/2010.

PLAN OF SUBDIVISION

Stage No /

Plan Number PS 620422Q

CREATION OF RESTRICTION No 1 (continued)

LEGEND

Single Storey Envelope
Note: Garages must be setback a minimum of 5.5m from main street frontage

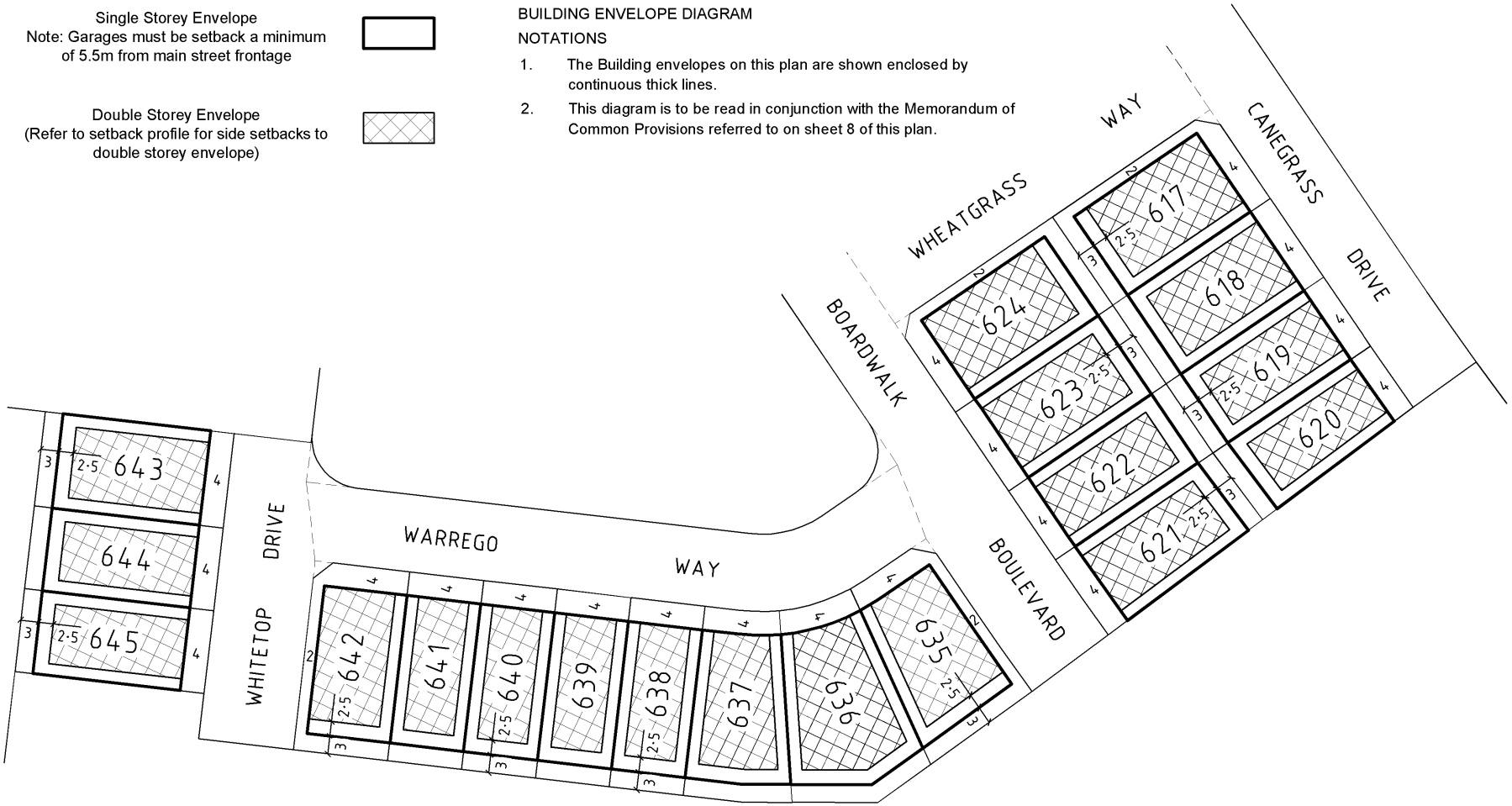
Double Storey Envelope
(Refer to setback profile for side setbacks to double storey envelope)

MGA ZONE 55

BUILDING ENVELOPE DIAGRAM

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SCALE
7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:750
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) James Patrick Gleeson
SIGNATURE - DIGITALLY SIGNED DATE / /

REF: 141483SV00 VERSION 8

FILE NAME : 141483SV00.dwg
FILE LOCATION : F:\14\141483\141483-SUB\dwg\
LAYOUT NAME : Sheet 10 L B.E
SAVE DATE : Mon, 18 Jan 2010 - 11:48 LAST SAVED BY : seanb

Sheet 10

DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Wyndham City Council, Original Certification: 25/11/2009, S.O.C.: 04/01/2010, Amendments accepted: 18/01/2010
Delivered by LANDATA®, timestamp 21/12/2023 10:46 Page 10 of 11
Signed by: James Patrick Gleeson (CPG Australia Pty Ltd) 18/01/2010, Amended: 18/01/2010.

Delivered by LANDATA®, timestamp 21/12/2023 10:46 Page 11 of 11

Plan of Subdivision PS620422Q

Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S002376A
Plan Number: PS620422Q
Council Name: Wyndham City Council
Council Reference Number 1: WYP1687/07
Council Reference Number 2: WYS0928/08
Surveyor's Plan Version: 8

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Annette Monk
Organisation: Wyndham City Council
Date: 25/11/2009

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 21 December 2023 10:11 AM

PROPERTY DETAILS

Address:	**9 WARREGO WAY POINT COOK 3030**
Lot and Plan Number:	**Lot 639 PS620422**
Standard Parcel Identifier (SPI):	**639\PS620422**
Local Government Area (Council):	**WYNDHAM** www.wyndham.vic.gov.au
Council Property Number:	**183775**
Planning Scheme:	**Wyndham** Planning Scheme - Wyndham
Directory Reference:	**Melway 207 D10**

UTILITIES

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

STATE ELECTORATES

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

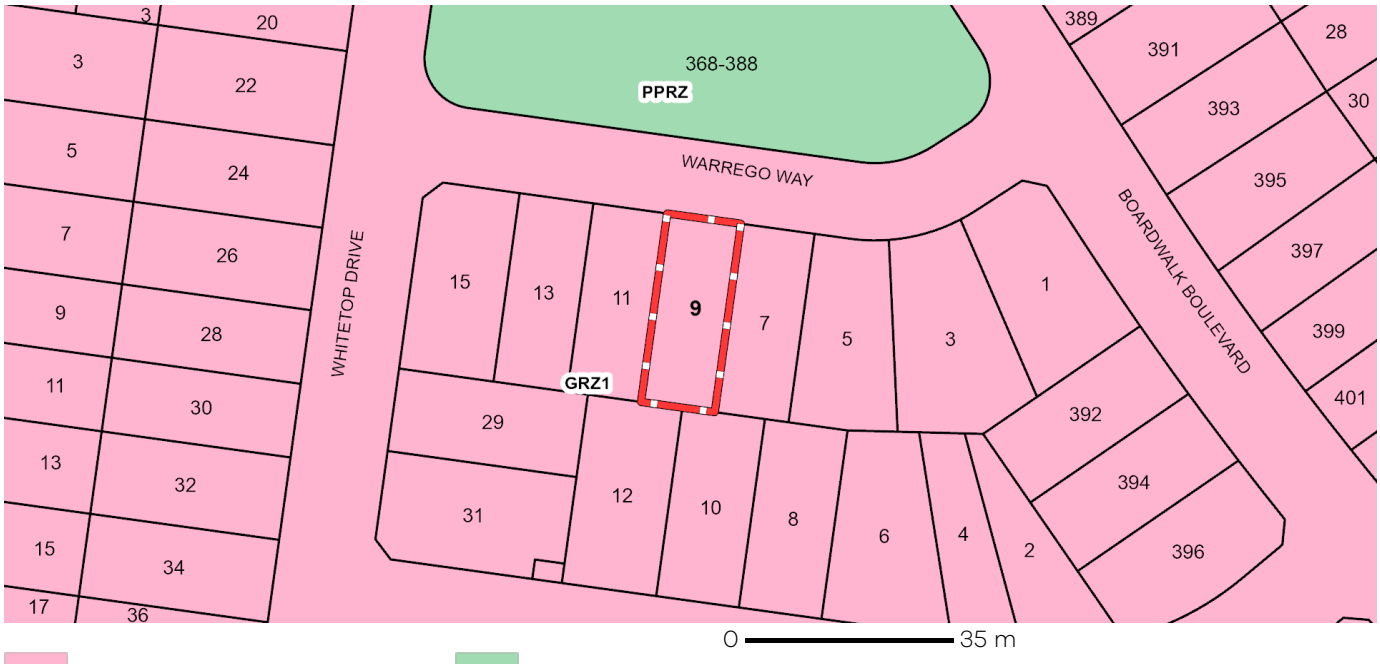
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential
PPRZ - Public Park and Recreation

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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

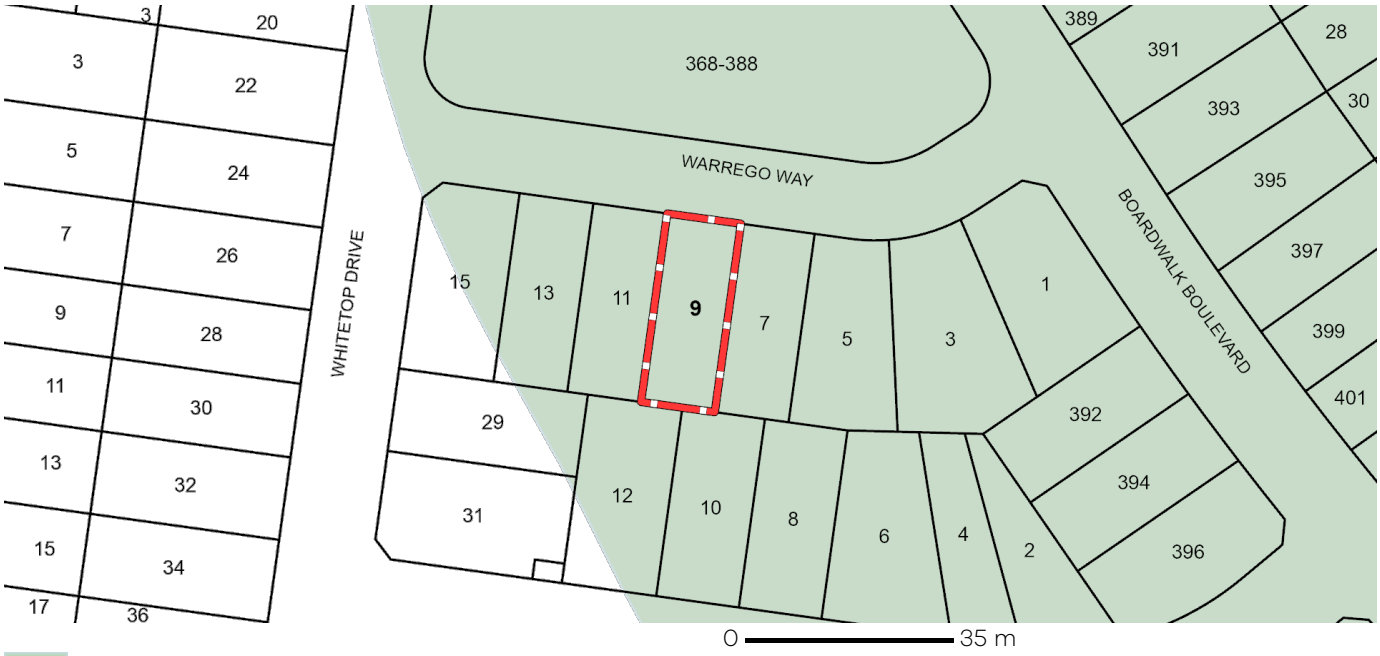
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Aboriginal Cultural Heritage

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

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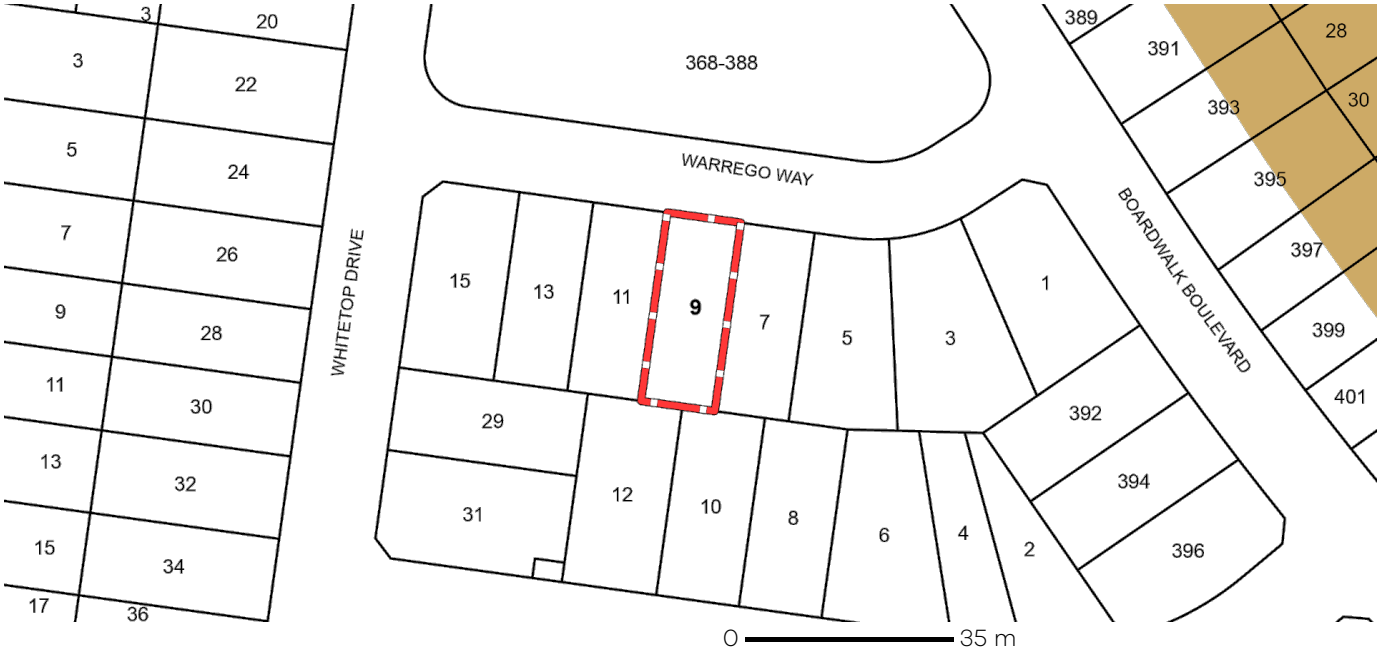
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) 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)

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PROPERTY REPORT

Energy, Environment and Climate Action

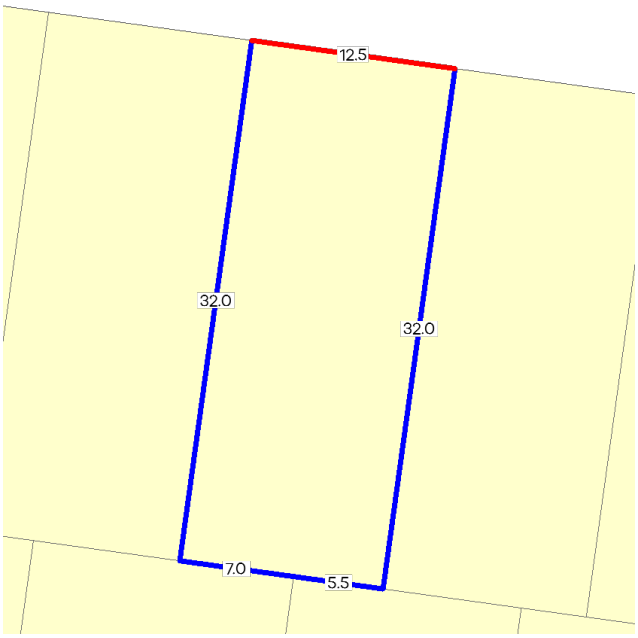
From www.land.vic.gov.au at 21 December 2023 10:10 AM

PROPERTY DETAILS

Address:	**9 WARREGO WAY POINT COOK 3030**
Lot and Plan Number:	**Lot 639 PS620422**
Standard Parcel Identifier (SPI):	**639\PS620422**
Local Government Area (Council):	**WYNDHAM** www.wyndham.vic.gov.au
Council Property Number:	**183775**
Directory Reference:	**Melway 207 D10**

SITE DIMENSIONS

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



Area: 400 sq. m
Perimeter: 89 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

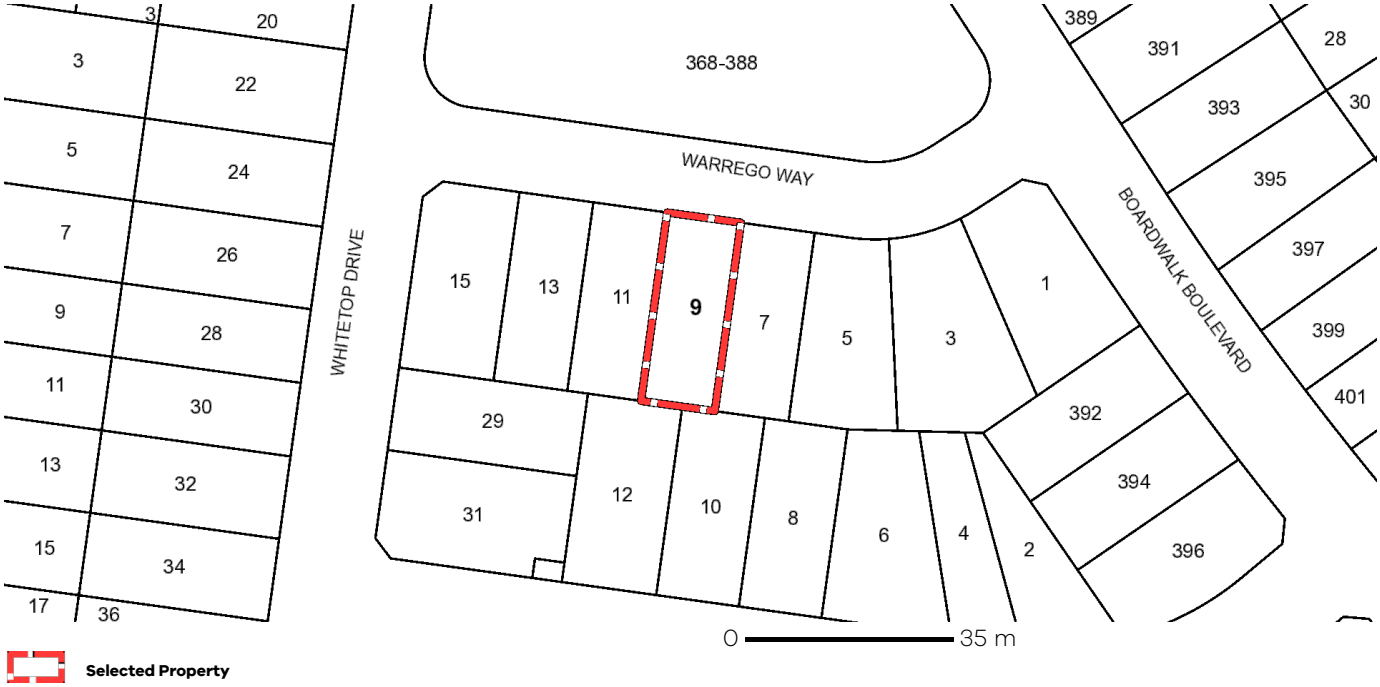
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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wyndhamcity
city. coast. country

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

General Enquiries
1300 023 411

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

Instalment Notice 2023 - 2024

1 July 2023 - 30 June 2024

023-3018 (23106)
E

T H Teh
C/- Xynergy Realty
114-116 Queen Street
ALTONA VIC 3018

Assessment Number	Due Date
183775	**30/11/2023**
Bank Reference Number	
1809980	
Issue Date	183775
30/10/2023	

PROPERTY LOCATION AND DESCRIPTION
V 11182 F 677 L 639 PS 620422 Deutgam Parish
9 Warrego Way POINT COOK VIC 3030
AVPC Code: 110

2ND INSTALMENT NOTICE

Instalment Amount Due	$539.00
Total Amount Due	**$539.00**

ARREARS OUTSTANDING	
1st Instalment 30/09/2023	**$0.00**
2nd Instalment 30/11/2023	**$539.00**
3rd Instalment 28/02/2024	**$539.00**
4th Instalment 31/05/2024	**$539.00**

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



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

EZYBILL

wyndhamcity
city. coast. country

Payments received after 24/10/2023 will not be shown on this notice.

183775

539.00

Assessment No. 183775
Name T H Teh
Address 9 Warrego Way
POINT COOK VIC 3030

2nd Instalment by 30/11/2023
$539.00

To pay visit: www.wyndham.vic.gov.au or turn over the page for more options

Online | Direct Debit | Bpay | Australia Post | Payment in Person | Mail

Post Billpay

Instalment *396 1809980 $539.00

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

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

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

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

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

Notice of valuation
Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2023 for the 2023 general valuation.

Council's general valuation may be used by other rating authorities to assess rates and taxes. The State Revenue Office (SRO) uses the general valuation to assess land tax. Further information on this use can be found on the SRO website (www.sro.vic.gov.au).

Objection against valuation
Any person aggrieved by a valuation of land made by Council may object to that valuation in accordance with section 16 of the *Valuation of Land Act 1960*. Objections must be made in writing or lodged online via the Rating Valuation Objections Portal on the Land Use Victoria website, and must set out the grounds for objection and contain the prescribed information as set out in regulation 13 of the *Valuation of Land Regulations 2014*. Objections must be lodged within 60 days of the issue date of this notice. Please contact Rating Services Unit on 1300 023 411 to discuss your appeal.

The lodging of an objection does not constitute grounds for non-payment of the council rate as assessed on this notice. Payment is required to be made by the due date pending the outcome of any objection.

Capping of Council rates
Council has complied with the Victorian Government's rates cap of 3.5 per cent. The cap applies to the average annual increase of rates and charges.

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

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

Payment of rates
Council has declared that rates and charges are to be paid by instalment. Full payment may not be made at a later date. Notices will be sent for the second, third and fourth instalments.

All payments will be allocated in the following order:

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

Arrears and late payments
Payment options are identified in this notice. Where you seek to pay your rates and/or charges by way of a payment plan, or you seek a deferral or a waiver of making payments of rates and/or charges, you must make an application in writing to the Rates Collections Unit of Council. See: www.wyndham.vic.gov.au for Councils Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at the rate set by the *Penalty Interest Rates Acts 1983*, from the due date of each overdue instalment unless a payment plan is in place. The current penalty interest rate is 10%.
Council may refer any arrears balance to a debt collection agency and commence legal action for its recovery. Please contact Council to discuss payment plan options if you are experiencing difficulty in making payment.

Pensioner rebate
Pensioner Concession Card holders may be entitled to a rebate on rates, charges and the fire services property levy. To find out whether you are eligible for a rebate, contact Council's Rating Services Unit on 1300 023 411.
Please note: Health Care Cards are not accepted for pensioner rebates.

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

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

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

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

METHODS OF PAYMENT *American Express now accepted*

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

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

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

Biller Code 76869
Reference number
1809 980

Australia Post
Post Billpay

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

Billpay Code 0396
Reference number
1809 980

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

Civic Centre
Mon – Fri 9am – 4pm.
Point Cook Community Learning Centre
Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
Mon - Fri 9am - 5pm

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

Mail
Mail this slip with cheque or money order to:-

Wyndham City
PO Box 197
Werribee Victoria 3030

Please note:
Receipts will not be issued.

BL

Greater Western Water

My account number is

1251 8447 4119

Invoice No.	T645609015
Service Address	9 Warrego Way Point Cook Lot 639 Plan 620422
Issue Date	17 Oct 2023
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au

T H TEH
C/O XYNERGY REALTY ALTONA
114-116 QUEEN STREET
ALTONA VIC 3018



Account summary

PREVIOUS BILL	$233.39
RECEIVED	$233.39
BALANCE FORWARD	$0.00
NETWORK CHARGES	$118.99
OTHER CHARGES	$29.54
PLEASE PAY	$148.53

17/10/23-08:36:52-CCSEML_231016203719A.PRO
F-D-001087-0001/0002-1-000000-R-A001168264

Set your account to direct debit

Changing to direct debit gives you peace of mind that you won't miss a payment date.
Set up direct debit today at **gww.com.au.**



BL

Details of charges - Residential

Previous Bill

Previous Bill	$233.39

Payments Received

21/07/2023	-$233.39

BALANCE FORWARD $0.00

Network Charges	Charge Period	Charge $
Water Network Charge	(01/10/2023 to 31/12/2023)	$51.60
Sewerage Network Charge	(01/10/2023 to 31/12/2023)	$67.39

TOTAL NETWORK CHARGES $118.99

Other Charges		Charge $
Waterways & Drainage Charge	(01/10/2023 to 31/12/2023)	$29.54

TOTAL OTHER AUTHORITIES' CHARGES $29.54

FINAL TOTAL, PLEASE PAY THIS AMOUNT $148.53

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

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

Need help paying your bill? Give us a call

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

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.
Learn more at **melbournewater.com.au/wwdc**

CCSEML_231016203719A.PRO>BIL_vSEP23.10>17/10/23>08:36:52>-------

Service Address: 9 Warrego Way Point Cook

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1251 8447 4119

Direct Debit:
Visit **gww.com.au** or call 13 44 99

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

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

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

AMOUNT DUE
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PLEASE PAY BY
8 NOV 2023

BPAY Biller Code: 8789
Ref: 1251 8447 4119

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Collaborating with our community

I am pleased to share we've launched our first Reconciliation Action Plan (RAP) as Greater Western Water. Our Innovate RAP sets a strong foundation for our ongoing work with First Nations peoples as we continue to work towards our vision for reconciliation.

Our commitment to collaboration and shared learning extends to our entire community. We're working across our service area, on a range of projects to help our region thrive.

We've kicked off a three-year sponsorship of the Western Bulldogs Community Foundation and we're working with local schools to create a greener west. Recently, we heard from our customers about what is important to you and included these priorities in our price submission.

Collaborating with each other will help us achieve our shared vision for thriving people and Country.

Maree



Maree Lang
Managing Director
Greater Western Water

Supporting the next generation of First Nations leaders

We've kicked off a sponsorship to fund and support the Western Bulldogs Community Foundation's Nallei Jerring Koori leadership program. We'll provide $75,000 over three years as a support partner of the program.

The Nallei Jerring program aims to educate, engage and empower young Aboriginal and Torres Strait Islander participants living in the west of Victoria, through a series of events, workshops and presentations.

This is the first strategic community sponsorship selected through our Thriving Communities grants and sponsorship program. Learn more at **gww.com.au/grants-sponsorships**



WBCF Board Member Aisha Nicolay, GWW Managing Director Maree Lang and WBCF General Manager Kashif Bouns

Celebrating the launch of our Reconciliation Action Plan

We recently launched our first Greater Western Water Reconciliation Action Plan (RAP), with an event at Wunggurrwil Dhurrung Centre on Wadawurrung Country. Many of the people who helped bring the RAP to life were there, including representatives from our First Nations partner organisations.

In developing our RAP, we worked to understand where we are as an organisation now and what is achievable in the future. We reflected on our past and heard constructive feedback from the First Nations community. Our RAP emphasises that everyone at Greater Western Water has a role to play in promoting reconciliation. Read our RAP at **gww.com.au/rap**



GWW Chair David Middleton and Managing Director Maree Lang at the RAP launch

Improving your billing experience

We're simplifying your billing experience. From October 2023 we'll send your bills quarterly. If you're already receiving a quarterly bill, there will be no change for you.

We're also redesigning your bill so it's easier to understand and building a new online account to give you a better experience.

Learn more about these changes at **gww.com.au/billexperience**



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

GWW customer outcomes performance report published

Our annual customer outcomes performance report is now available.

Water corporations are accountable to their customers for delivering the outcomes set out in their price submissions. This report shows how we are performing against the commitments in our previous price submissions for Western Water and City West Water.

The report covers areas customers told us were important like service reliability, customer service, billing and environmental management.

We report against customer outcomes twice a year. This report covers 1 July 2022 to 30 June 2023.

Our next price submission will inform future customer outcomes performance reports.

You can read the report at **gww.com.au/ourperformance**



GWW price submission lodged

We've lodged our first Greater Western Water (GWW) price submission to the Essential Services Commission (ESC). Before we integrated to become GWW, City West Water and Western Water made separate submissions.

Our price submission covers the prices you will be charged, the level of service you can expect and the investments we will make from 1 July 2024 to 30 June 2028.

Before we put forward our price submission, we asked our customers about what is important to them. Based on this input, our price submission promises that:

- your water is safe, consistent and resilient
- when things go wrong, we fix them
- we support our diverse communities
- we enable growth and help businesses thrive
- we heal and care for Country

The ESC will now assess our price submission. Learn more at **gww.com.au/pricesubmission**



Helping you spot scams

Scams are becoming more common and we're here to help you spot them.

Be careful if you receive any unexpected emails, texts or calls claiming to be from Greater Western Water.

If you're unsure, the safest way to check that it's us is by calling 13 44 99.

We're here from Monday to Friday, 8.30am to 5pm.



Draining the tanks for an upgrade at the aquarium

Our Business Customer Services team helped the SEA LIFE Melbourne Aquarium empty 2.2 million litres of seawater from their Oceanarium into our sewer network. The empty Oceanarium is now undergoing some exciting upgrades.

The Oceanarium took seven days to empty, after careful planning with the aquarium and Melbourne Water. The water was treated at the Western Treatment Plant in Werribee and released into Port Philip Bay.

Some Oceanarium residents, like larger sharks and rays, won't be visible during the upgrade. But there are still thousands of marine and freshwater creatures to see at the aquarium.

Get the latest on the upgrade at **visitsealife.com**



Growing a greener west

We're giving almost 1,000 trees to schools in our service area as part of our Trees for Schools program, in partnership with Greening the West. Trees provide shade, canopy cover and animal habitats. Together we're creating more green spaces for everyone to enjoy. Learn more about the program at **gww.com.au/trees-schools**



Contact us

Call **13 44 99**

Visit **gww.com.au**

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Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Consumer Affairs Victoria

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

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

VENDOR: TEDDY HAIRYANTO TEH

PROPERTY: 9 WARREGO Way POINT COOK VIC 3030

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

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

   of:..

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

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

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

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

   .....

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

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

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

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

SIGNATURE OF VENDOR(S) .....

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

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

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

SIGNATURE OF PURCHASER(S) .....

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

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

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

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

SIGNATURE OF PURCHASER(S) .....