

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

# Vendor Statement

## Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (\*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	15 QUEEN CIRCUIT SUNSHINE VIC 3020	
<b>+ Vendor's name</b>	Huixin Zhong	<b>Date</b> / /
<b>+ Vendor's signature</b>		
<b>+ Vendor's name</b>		<b>Date</b> / /
<b>+ Vendor's signature</b>		
<b>+ Purchaser's name</b>		<b>Date</b> / /
<b>+ Purchaser's signature</b>		
<b>+ Purchaser's name</b>		<b>Date</b> / /
<b>+ Purchaser's signature</b>		

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### 1. FINANCIAL MATTERS

#### 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a)  \*Their total does not exceed:

\$ 3,000.00

OR

(b)  \*Are contained in the attached certificate/s.

OR

(c)  \*Their amounts are:

Authority	Amount	Interest (if any)
(1) <input type="text"/>	(1) \$ <input type="text"/>	(1) \$ <input type="text"/>
(2) <input type="text"/>	(2) \$ <input type="text"/>	(2) \$ <input type="text"/>
(3) <input type="text"/>	(3) \$ <input type="text"/>	(3) \$ <input type="text"/>
(4) <input type="text"/>	(4) \$ <input type="text"/>	(4) \$ <input type="text"/>

(d)  \*There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

#### 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$  To

Other particulars (including dates and times of payments):

--------------

#### 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

#### 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

<sup>1</sup> Other than any GST payable in accordance with the contract.

## 2. INSURANCE

### 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

(a)  \*Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b)  \*Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:			
Type of policy:		Policy no:	
Expiry date:		Amount insured:	

### 2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

(a)  \*Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

OR

(b)  \*Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:			
Policy no:		Expiry date:	

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.*

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

\*Is in the attached copies of title document/s.

OR

\*Is as follows:

--

(b)  \*Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the property. 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.
--

### 3.2 Road Access

\*There is NO access to the property by road if the square box is marked with an "X"

### 3.3 Designated Bushfire Prone Area

\*The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an "X"

### 3.4 Planning Scheme

\*Attached is a certificate with the required specified information.

OR

\*The required specified information is as follows:

(a) Name of planning scheme	Brimbank Planning Scheme
(b) Name of responsible authority	Brimbank City Council
(c) Zoning of the land	Neighbourhood Residential Zone
(d) Name of planning overlay	Please see attached planning property report

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

\*Are contained in the attached certificates and/or statements.

OR

\*Are as follows:

To the best of the Vendor's knowledge there is no outstanding non-compliance of any orders

### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable

### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Not Applicable

## 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

\*Are contained in the attached certificate.

OR

\*Are as follows:

Not Applicable

## 6. OWNERS CORPORATION

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

- 6.1 \*Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.  
OR
- 6.2 \*Attached is the information prescribed for the purposes of action 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.  
OR
- 6.3 \*The owners corporation is an inactive owners corporation.<sup>2</sup>

## 7. \*GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

### 7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) \*The land is NOT to be transferred under the agreement unless the square box is marked with an “X”
- (b) \*The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X”
- (c) \*The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”

### 7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

- (a) \*Any certificate of release from liability to pay a GAIC
- (b) \*Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) \*Any certificate of exemption from liability to pay a GAIC
- (d) \*Any certificate of staged payment approval
- (e) \*Any certificate of no GAIC liability
- (f) \*Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) \*A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

## 8. SERVICES

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

Electricity supply  Gas supply  Water supply  Sewerage  Telephone services

Services that are operating at the date of this Vendor Statement may not be operating at the date of completion of any Contract of Sale. The Purchaser will have to bear all fees and expenses to have the service operate in the Purchaser's own name.

<sup>2</sup> An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

## 9. TITLE

Attached are copies of the following documents:

9.1 \*(a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the “diagram location” in that statement which identifies the land and its location.

OR

\*(b) **General Law Title**

The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

\*9.2 Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

(a)  \*Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

OR

(b)  \*Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a)  \*Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

(d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

### 10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

(a)  \*Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

OR

(b)  \*Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

## 11. \*DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

\*Are contained in the attached building energy efficiency certificate.

OR

\*Are as follows:

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

## 13. COMMERCIAL AND INDUSTRIAL PROPERTY TAX

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

The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Council Rates Notice or State Revenue Office Property Clearance Certificate or is as follows:	AVPC No.
Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Council Rates Notice or State Revenue Office Property Clearance Certificate or is as follows:	Date: OR <input checked="" type="checkbox"/> Not Applicable

## 14. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

See attached

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

Page 1 of 1

VOLUME 11690 FOLIO 613

Security no : 124132353880Q  
Produced 20/02/2026 04:44 PM

### LAND DESCRIPTION

Lot 8 on Plan of Subdivision 713921D.  
PARENT TITLE Volume 06955 Folio 902  
Created by instrument PS713921D 12/07/2016

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
HUIXIN ZHONG of 1 QUEENS CIRCUIT SUNSHINE VIC 3020  
AN061558S 31/08/2016

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN061559Q 31/08/2016  
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AM097881R 11/08/2015

### DIAGRAM LOCATION

SEE PS713921D 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: 15 QUEEN CIRCUIT SUNSHINE VIC 3020

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END



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Number of Pages (excluding this cover sheet)	<b>11</b>
Document Assembled	<b>20/02/2026 16:44</b>

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

## AM097881R

11/08/2015 \$119.70 173



Form 21

Lodged by:

Name: MADDOCKS  
 Phone: 9258 3555  
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
 Ref: KAL:A01C:6185195  
 Customer Code: 1167E

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

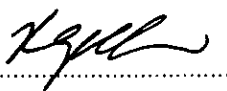
Land: Volume 6955 Folio 902

Responsible Authority: Brimbank City Council of Alexandra Avenue, Sunshine, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: .....



Name of officer: .....

Krista Gilbert

Position Held: .....

Manager City Planning

Date: .....

4th August 2015



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date 4 / 8 / 2015

**AM097881R**

11/08/2015 \$119.70 173



**Agreement under section 173  
of the Planning and Environment Act 1987**  
Subject Land: 79 Wright Street, Sunshine

**Brimbank City Council**  
and

**Johnson Street Pty Ltd**  
ACN 141 489 705



**AM097881R**

**Maddocks**

11/08/2015 \$119.70 173



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## **Contents**

<b>1.</b>	<b>Definitions .....</b>	<b>1</b>
<b>2.</b>	<b>Interpretation .....</b>	<b>2</b>
<b>3.</b>	<b>Purposes of Agreement.....</b>	<b>3</b>
<b>4.</b>	<b>Reasons for Agreement.....</b>	<b>3</b>
<b>5.</b>	<b>Agreement required .....</b>	<b>3</b>
<b>6.</b>	<b>Owner's specific obligations.....</b>	<b>4</b>
6.1	Environmental management.....	4
<b>7.</b>	<b>Owner's further obligations .....</b>	<b>4</b>
7.1	Notice and registration .....	4
7.2	Further actions .....	4
7.3	Council's costs to be paid .....	4
7.4	Interest for overdue money .....	5
7.5	Notification of compliance with Owner's obligations .....	5
<b>8.</b>	<b>Agreement under section 173 of the Act .....</b>	<b>5</b>
<b>9.</b>	<b>Owner's warranties .....</b>	<b>5</b>
<b>10.</b>	<b>Successors in title.....</b>	<b>5</b>
<b>11.</b>	<b>General matters .....</b>	<b>5</b>
11.1	Notices .....	5
11.2	No waiver .....	6
11.3	Severability.....	6
11.4	No fettering of Council's powers .....	6
11.5	Inspection of documents .....	6
11.6	Governing law .....	6
<b>12.</b>	<b>Commencement of Agreement .....</b>	<b>6</b>

# Agreement under section 173 of the Planning and Environment Act 1987

Dated 4 / 8 / 2015

**AM097881R**



## Parties

Name	<b>Brimbank City Council</b>
Address	Alexander Avenue, Sunshine, Victoria
Short name	<b>Council</b>

Name	<b>Johnson Street Pty Ltd ACN 144 904 781</b>
Address	188 Hotham Street, East Melbourne, Victoria
Short name	<b>Owner</b>

## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 7 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

## The Parties agree

### 1. Definitions

In this Agreement unless the context admits otherwise:

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

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

**Current Address** means:

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



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

**Current Email means:**

- (a) for Council, info@brimbank.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

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

**Preliminary Environmental Assessment** means an assessment carried out for the purposes of determining whether an environmental audit pursuant to Part IXD of the *Environment Protection Act 1970* is required to be carried out.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

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

**Peer Review** means a peer review of a preliminary Environmental Assessment.

**Planning Permit** means planning permit no. P143/2011, as amended from time to time, issued on 10 January 2013, authorising buildings and works within public acquisition, environmental significance and design and development overlays, construction of 97 dwellings and access alteration to a road zone category 1 on the Subject Land in accordance with the Endorsed Plan.

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

**Statement of Environmental Audit** means a statement of environmental audit prepared pursuant to section 53Z of the *Environment Protection Act 1970*, or other such similar statement.

**Subject Land** means the land situated at 79 Wright Street, Sunshine being the land referred to in certificate of title volume 6955 folio 902 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;



- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

**3. Purposes of Agreement**

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

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

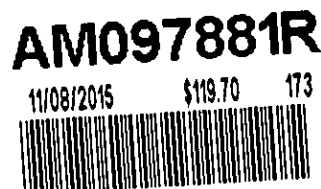
**4. Reasons for Agreement**

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

**5. Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.



**6. Owner's specific obligations**

**6.1 Environmental management**

The Owner agrees that the Owner will, at the full cost of the Owner, carry out and comply with all maintenance or monitoring obligations set out in any:

- 6.1.1 Statement of Environmental Audit;
- 6.1.2 environmental management plan;
- 6.1.3 remediation action plan;
- 6.1.4 Preliminary Environmental Assessment; or
- 6.1.5 Peer Review

applying to the Subject Land.



**7. Owner's further obligations**

**7.1 Notice and registration**

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

**7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

**7.3 Council's costs to be paid**

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

- 7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.



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**7.4 Interest for overdue money**

7.4.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**7.5 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**8. Agreement under section 173 of the Act**

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

---

**9. Owner's warranties**

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

---

**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

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

**AM097881R**

11/08/2015 \$119.70 173



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**11. General matters**

**11.1 Notices**

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

11.1.1 personally on the other Party;

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

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

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



Maddocks

**11.2 No waiver**

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

**11.3 Severability**

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

**11.4 No fettering of Council's powers**

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

**11.5 Inspection of documents**

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

**11.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

**AM097881R**

11/08/2015 \$119.70 173





Maddocks

# Signing Page

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

SIGNED SEALED AND DELIVERED by and on behalf of **BRIMBANK CITY COUNCIL** by the Manager City Planning pursuant to the power delegated to that person by an Instrument of Delegation dated ~~2 October 2014~~: **21 April 2015** *23.*

..... *Anna* .....  
Witness

..... *Cinzia Crea* .....  
Print name

Executed by **Johnson Street Pty Ltd** ACN 141 489 705 in accordance with s 127(1) of the *Corporations Act 2001*

Signature of Sole Director and Sole Company Secretary

..... **HOANG VU NGUYEN** .....  
Print full name

## Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AJ289587X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

..... *Please refer to last page* .....

**AM097881R**

11/08/2015 \$119.70 173





# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS713921D</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>20/02/2026 16:44</b>

**Copyright and disclaimer notice:**

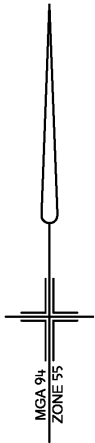
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The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>			LV USE ONLY <b>EDITION 1</b>	<b>PS 713921D</b>
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p>PARISH: CUT PAW PAW</p> <p>TOWNSHIP:</p> <p>SECTION: II</p> <p>CROWN ALLOTMENT: C (PART)</p> <p>CROWN PORTION:</p> <p>TITLE REFERENCES: VOL.6955 FOL.902</p> <p>LAST PLAN REFERENCES: LOT 1 ON TP761532F</p> <p>POSTAL ADDRESS: 79 WRIGHT STREET (At time of subdivision) SUNSHINE, 3020</p> <p>MGA 94 Co-ordinates (of approx centre of land in plan) E 308800 ZONE: 55 N 5814500 GDA 94</p>			<p>CERTIFYING AUTHORITY <b>BRIMBANK CITY COUNCIL</b></p> <p>REFERENCE <b>S156/2013</b></p>	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>		<p><b>STAGING</b> This is not a staged subdivision. Planning permit No. P564/2013</p> <p><b>ADDITIONAL PURPOSES</b></p> <p>Removal of the Sewerage Easement created in D538094, shown as E-1 on TP761532F.</p> <p>Grounds for Removal: Sec. 6(l)(k)(iii) of the Subdivision Act.</p>	
R-1 ROAD RESERVE No.1 RESERVE No.2	BRIMBANK CITY COUNCIL BRIMBANK CITY COUNCIL BRIMBANK CITY COUNCIL			
<b>NOTATIONS</b>				
DEPTH LIMITATION DOES NOT APPLY.				
<p>Survey: This plan is based on survey. This survey has been connected to permanent marks no.(s) PM 235 in Proclaimed Survey Area no. NIL.</p>				
<b>EASEMENT INFORMATION</b>				
<b>LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</b>				
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefited/In Favour Of</b>
E-1	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-2	POWERLINE	SEE PLAN	THIS PLAN & SECTION 88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.
E-3	SEWERAGE DRAINAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	CITY WEST WATER CORPORATION BRIMBANK CITY COUNCIL
E-4	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES) SUPPLY OF GAS	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	CITY WEST WATER CORPORATION SPI NETWORKS (GAS) PTY. LTD.
 <p><b>Planners Surveyors Engineers</b> Suite 1, Building 2 3 Ordish Road Dandenong South 3175 Telephone 03 9794 1600 manager@klms.com.au</p>			<p>LICENSED SURVEYOR <b>DAMIEN MARC RIVALLAND</b> DIGITALLY SIGNED</p> <p>REF <b>6023.00</b> VERSION <b>10</b></p> <p>ORIGINAL SHEET SIZE A3 SHEET 1 OF 5 SHEETS</p>	
			<p>PLAN REGISTERED TIME: 3:33 PM DATE: 12/07/2016 R.I. Assistant Registrar of Titles</p>	

PS 71392ID

RESERVE No. 2  
(MUNICIPAL PURPOSES)  
159m<sup>2</sup>



CANNON STREET

WRIGHT STREET

RESERVE No. 1  
KOROROIT CREEK

KOROROIT CREEK

RESERVE No. 1  
(MUNICIPAL PURPOSES)  
5778m<sup>2</sup>

SEE ENLARGEMENT

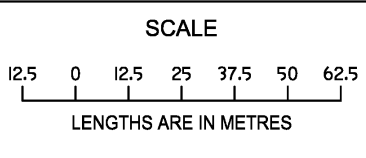
SEE ENLARGEMENT

SEE ENLARGEMENT

ENLARGEMENT  
NOT TO SCALE

ENLARGEMENT  
NOT TO SCALE

Planners Surveyors Engineers  
Suite 1, Building 2  
3 Ordish Road  
Dandenong South 3175  
Telephone 03 9794 1600  
manager@klms.com.au



ORIGINAL SCALE	LICENSED SURVEYOR DAMIEN MARC RIVALLAND	CERTIFYING AUTHORITY BRIMBANK CITY COUNCIL S156/2013
1:1250	DIGITALLY SIGNED	
	REF 6023.00 VERSION 10	
	ORIGINAL SHEET SIZE A3	SHEET 2

PS 71392ID

SEE SHEET 2

RESERVE No. 2  
(MUNICIPAL PURPOSES)

SEE SHEET 4

QUEEN CIRCUIT

WRIGHT STREET

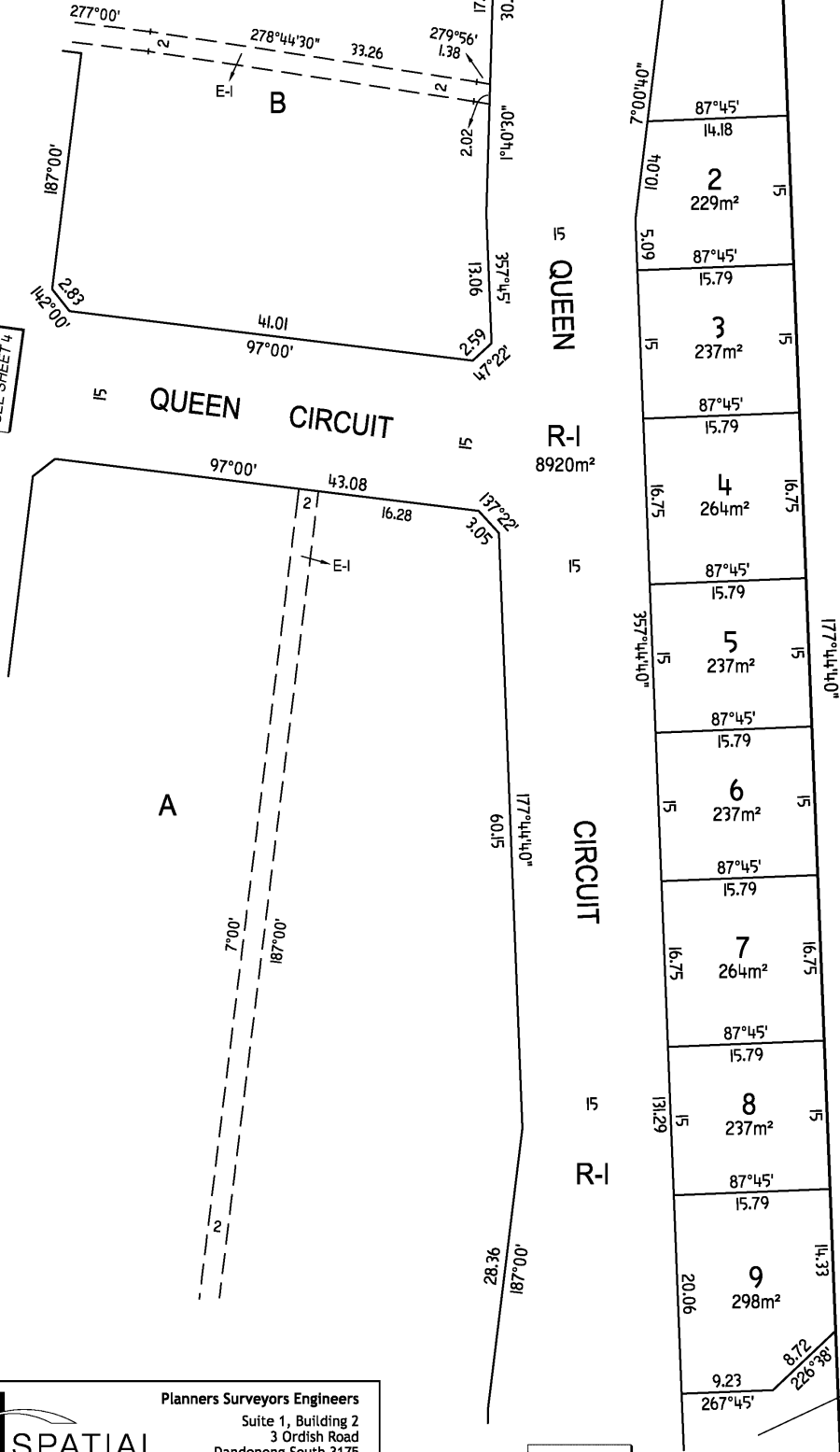
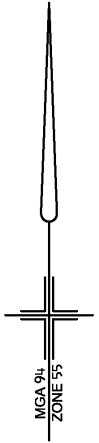
QUEEN

R-1  
8920m<sup>2</sup>

CIRCUIT

R-1

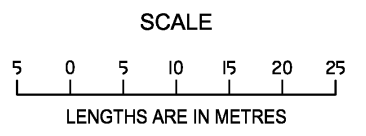
RESERVE No. 1  
(MUNICIPAL PURPOSES)



SEE SHEET 2

**KLM SPATIAL**  
LAND DEVELOPMENT INTELLIGENCE

Planners Surveyors Engineers  
Suite 1, Building 2  
3 Ordish Road  
Dandenong South 3175  
Telephone 03 9794 1600  
manager@klms.com.au

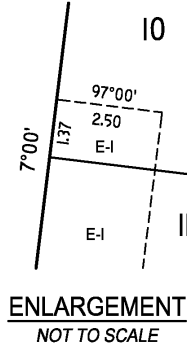
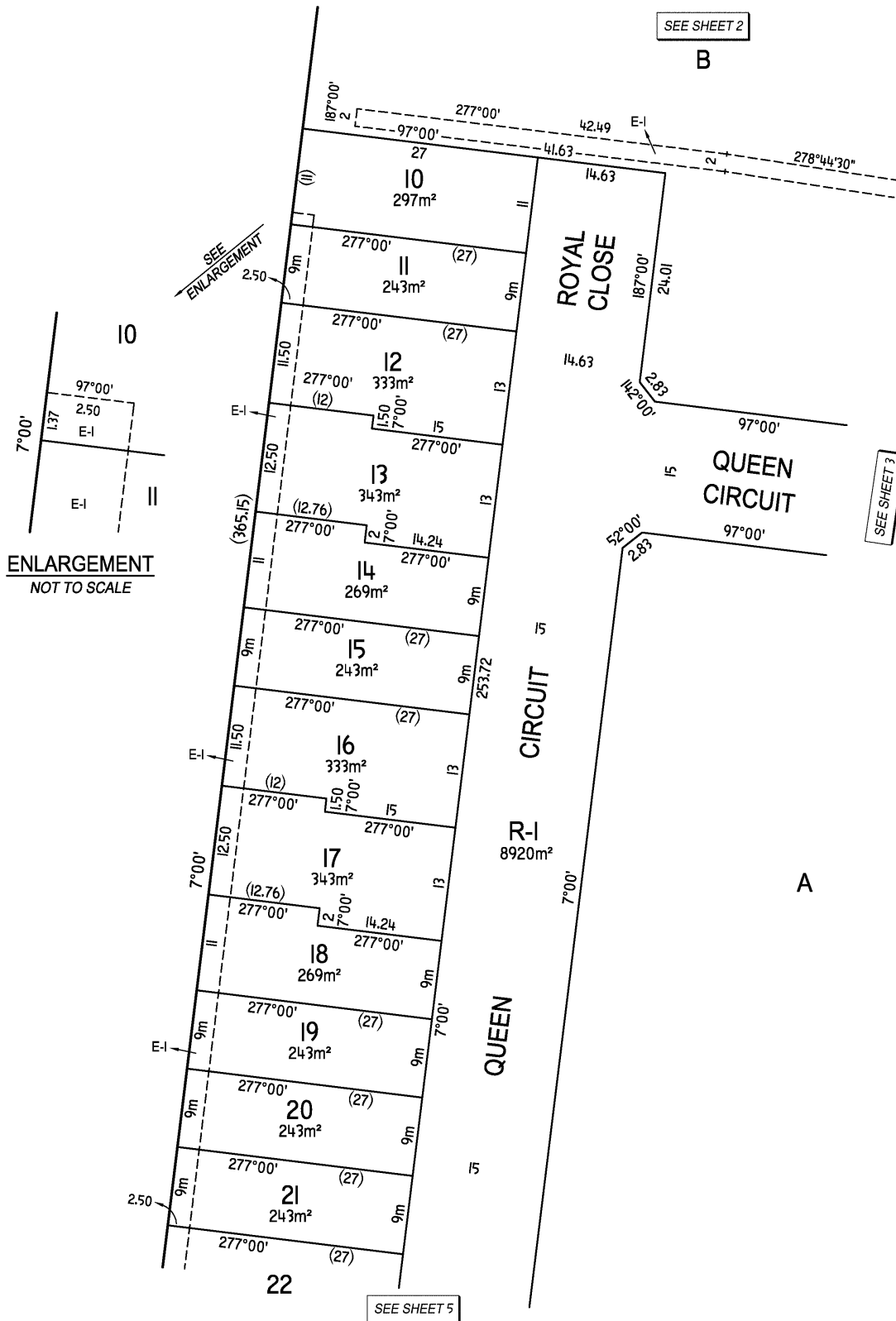


ORIGINAL SCALE  
1:500

LICENSED SURVEYOR DAMIEN MARC RIVALLAND DIGITALLY SIGNED	
REF <b>6023.00</b>	VERSION <b>10</b>
ORIGINAL SHEET SIZE A3	SHEET 3

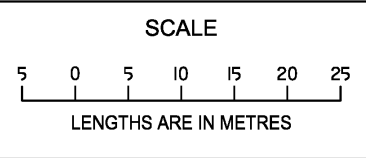
CERTIFYING AUTHORITY  
BRIMBANK CITY COUNCIL  
S156/2013

PS 71392ID



**Planners Surveyors Engineers**  
**KLM SPATIAL**  
 LAND DEVELOPMENT INTELLIGENCE

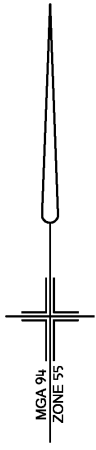
Suite 1, Building 2  
 3 Ordish Road  
 Dandenong South 3175  
 Telephone 03 9794 1600  
 manager@klms.com.au



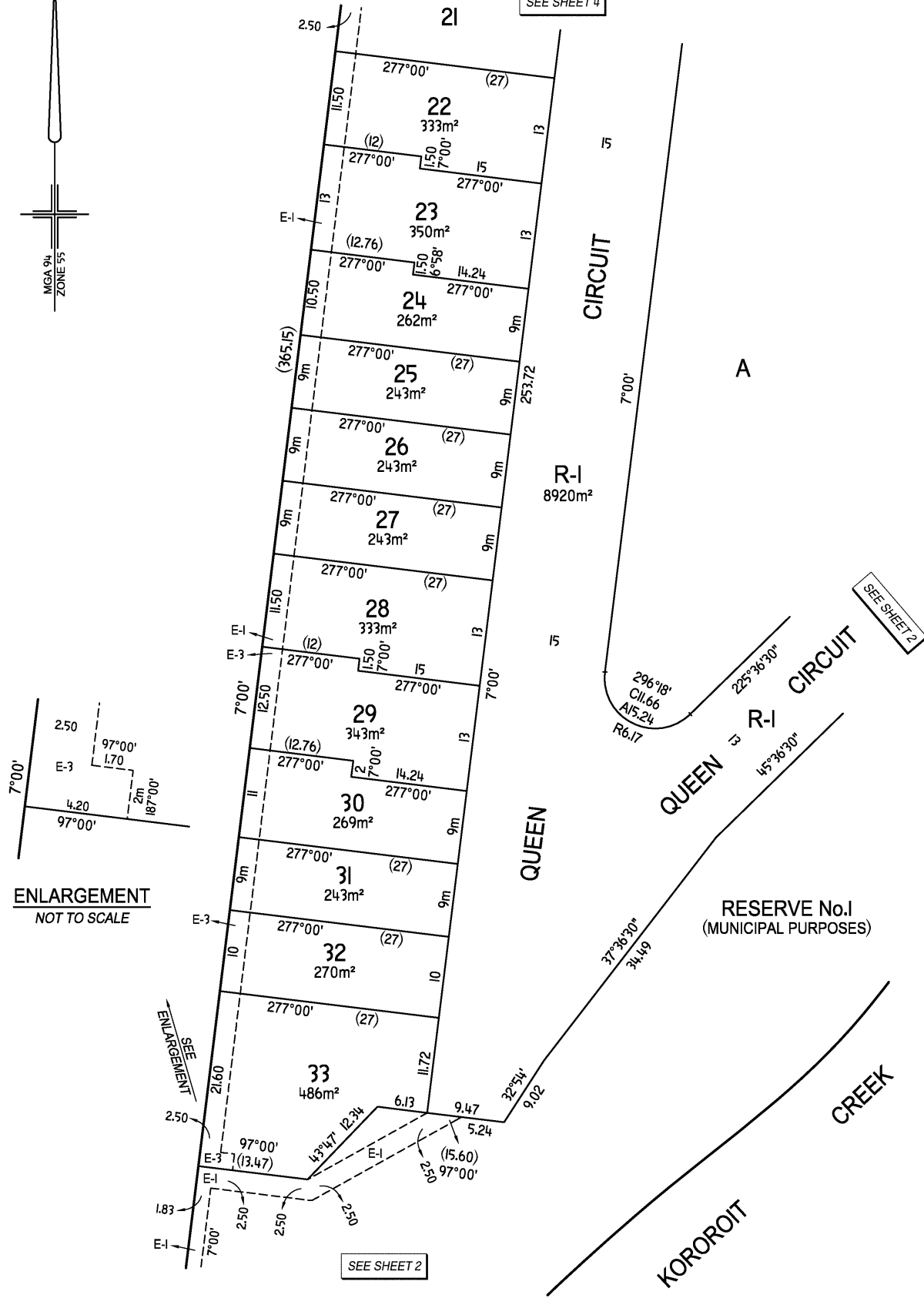
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	REF <b>6023.00</b> VERSION <b>10</b>
	ORIGINAL SHEET SIZE A3 SHEET 4

CERTIFYING AUTHORITY  
 BRIMBANK CITY COUNCIL  
 S156/2013

PS 713921D

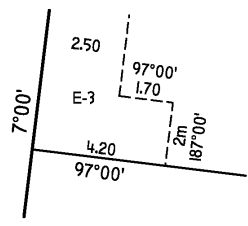


SEE SHEET 4



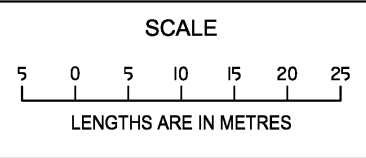
SEE SHEET 2

**ENLARGEMENT**  
NOT TO SCALE



SEE SHEET 2

**Planners Surveyors Engineers**  
**KLM SPATIAL**  
 Suite 1, Building 2  
 3 Ordish Road  
 Dandenong South 3175  
 Telephone 03 9794 1600  
 manager@klms.com.au



ORIGINAL SCALE  
1:500

LICENSED SURVEYOR DAMIEN MARC RIVALLAND DIGITALLY SIGNED	
REF <b>6023.00</b>	VERSION <b>10</b>
ORIGINAL SHEET SIZE A3	SHEET 5

CERTIFYING AUTHORITY  
BRIMBANK CITY COUNCIL  
S156/2013



**Plan of Subdivision PS713921D**  
**Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S040431H  
Plan Number: PS713921D  
Responsible Authority Name: Brimbank City Council  
Responsible Authority Reference Number 1: S156/2013  
Surveyor's Plan Version: 10

**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 at Certification

Digitally signed by Council Delegate: Kristen Gilbert  
Organisation: Brimbank City Council  
Date: 03/03/2016

Created at 20 February 2026 08:34 PM

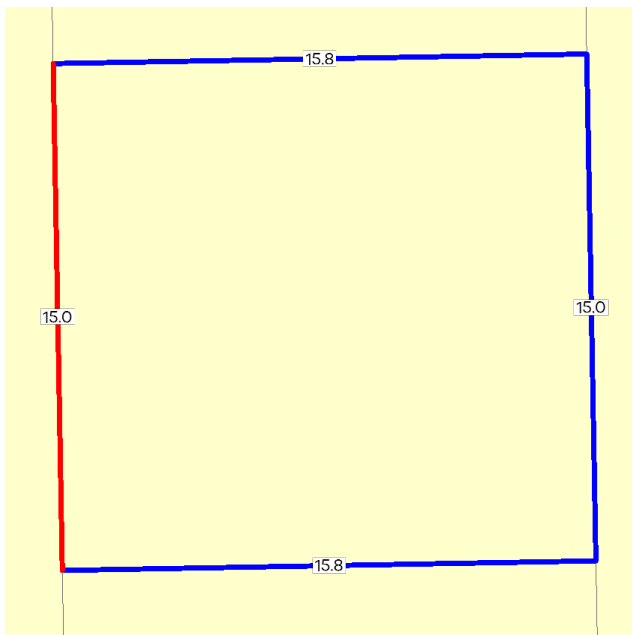
## PROPERTY DETAILS

Address: **15 QUEEN CIRCUIT SUNSHINE 3020**  
Lot and Plan Number: **Lot 8 PS713921**  
Standard Parcel Identifier (SPI): **8\PS713921**  
Local Government Area (Council): **BRIMBANK**  
Council Property Number: **1139179**  
Directory Reference: **Melway 40 G3**

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

## SITE DIMENSIONS

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



**Area:** 237 sq. m

**Perimeter:** 62 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: **LAVERTON**

## PLANNING INFORMATION

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

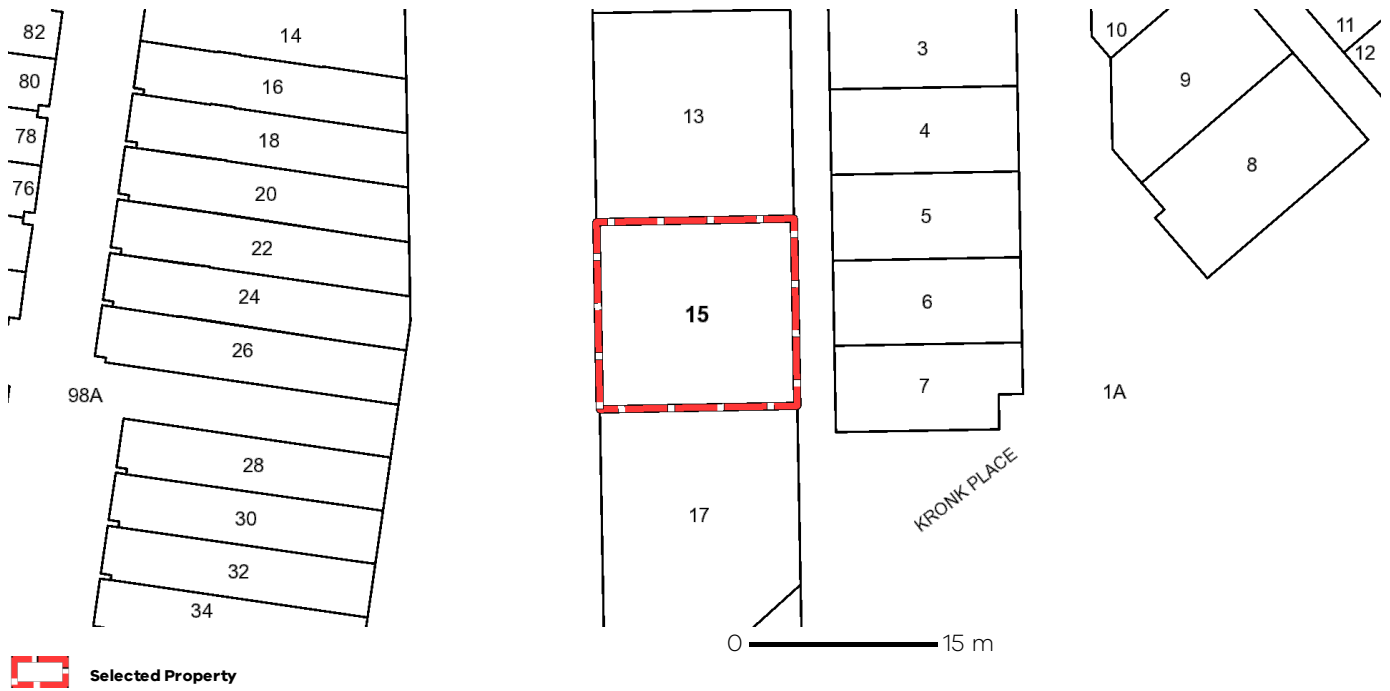
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property

## PROPERTY DETAILS

Address: **15 QUEEN CIRCUIT SUNSHINE 3020**  
 Lot and Plan Number: **Lot 8 PS713921**  
 Standard Parcel Identifier (SPI): **8\PS713921**  
 Local Government Area (Council): **BRIMBANK**  
 Council Property Number: **1139179**  
 Planning Scheme: **Brimbank**  
 Directory Reference: **Melway 40 G3**

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

[Planning Scheme - Brimbank](#)

## UTILITIES

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

## STATE ELECTORATES

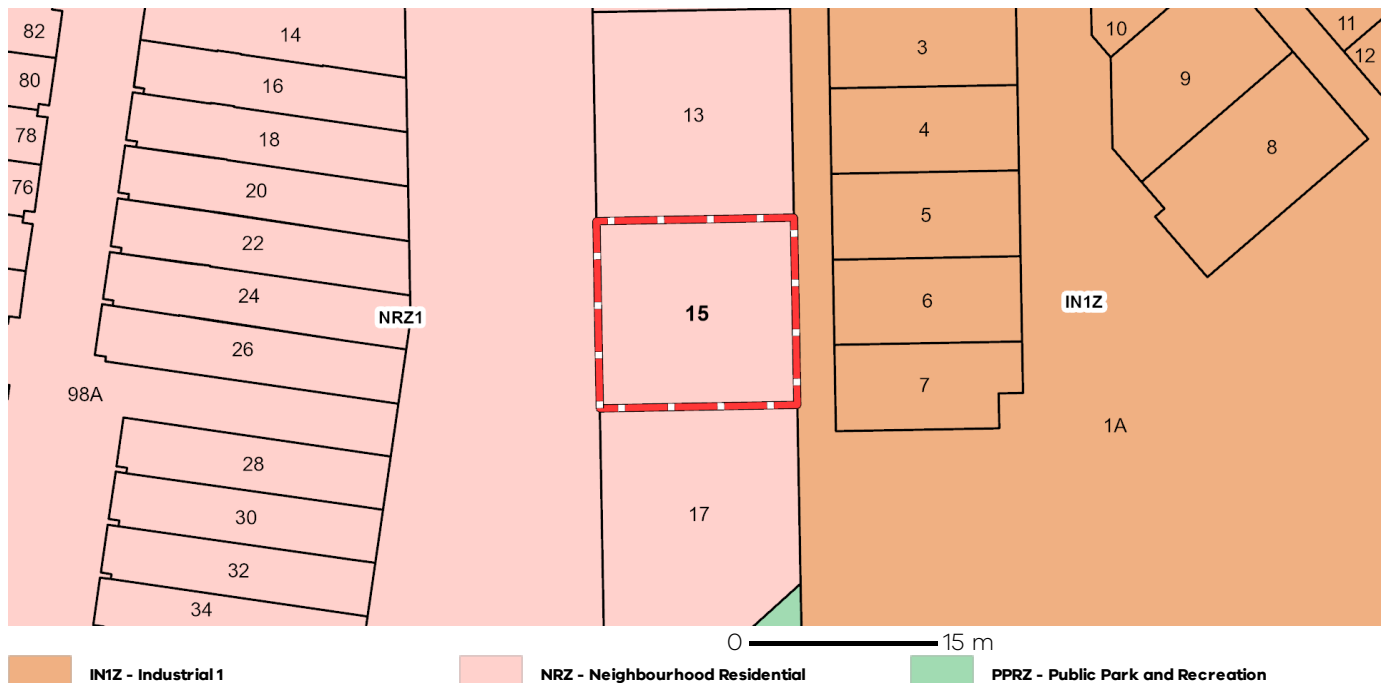
Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **LAVERTON**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)

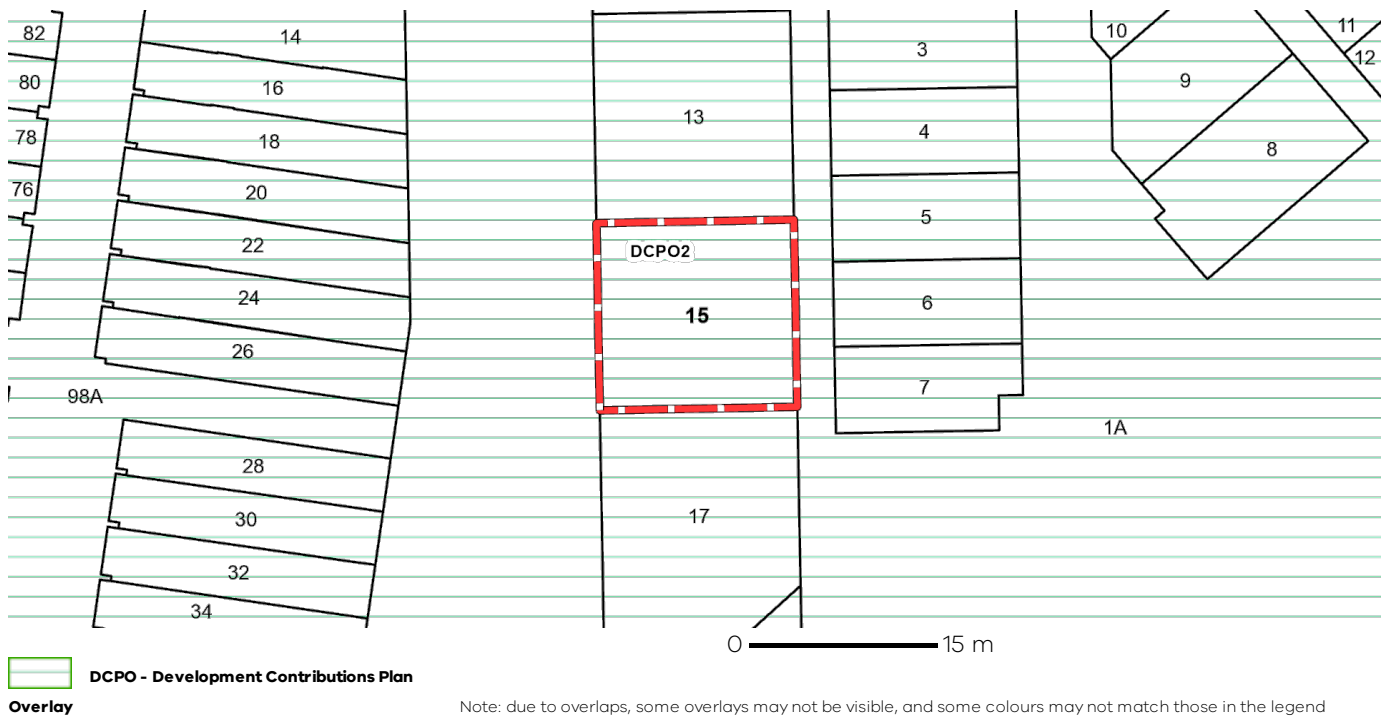


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



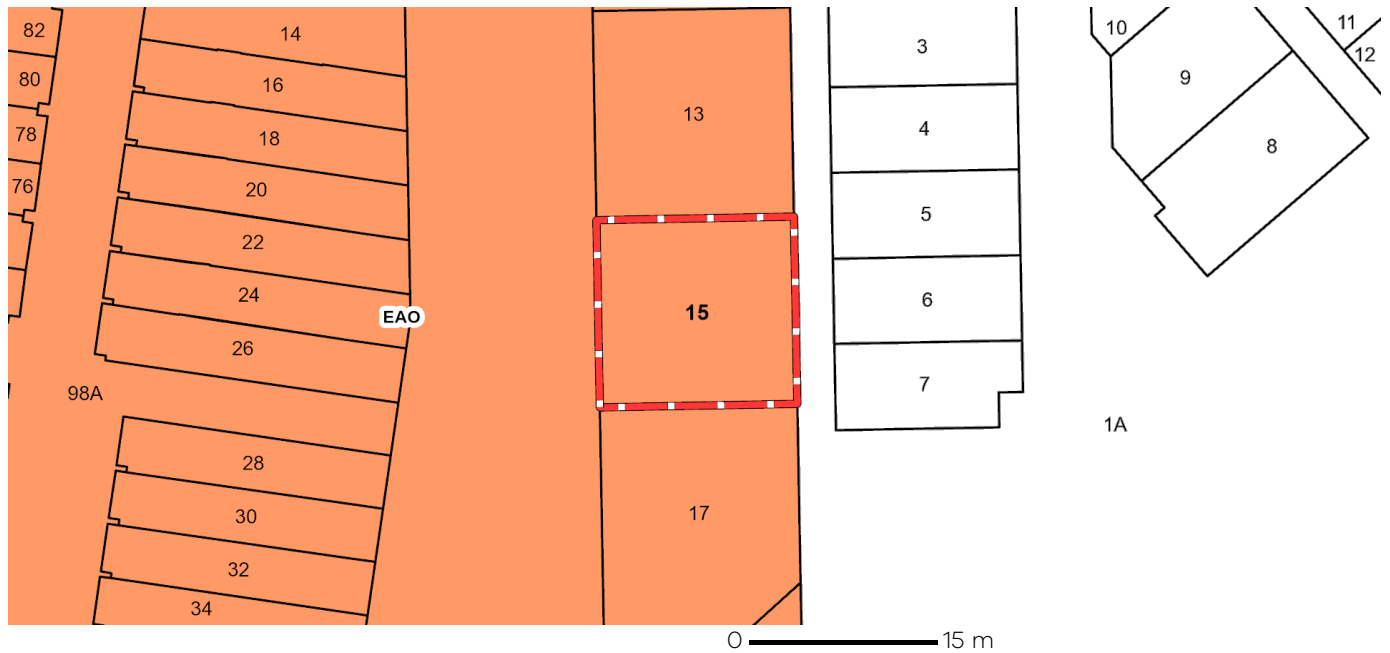
### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 7 (DDO7)



## Planning Overlays

### ENVIRONMENTAL AUDIT OVERLAY (EAO)

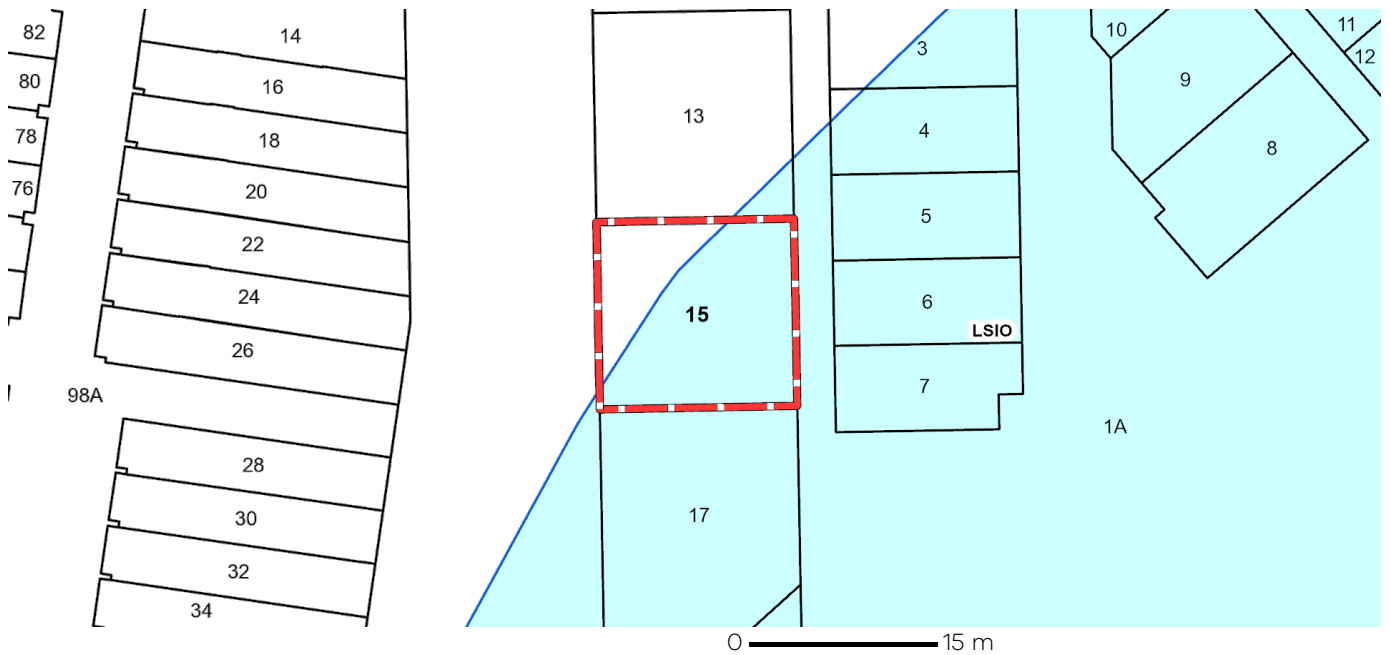


**EAO - Environmental Audit Overlay**

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

### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

#### LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



**LSIO - Land Subject to Inundation Overlay**

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

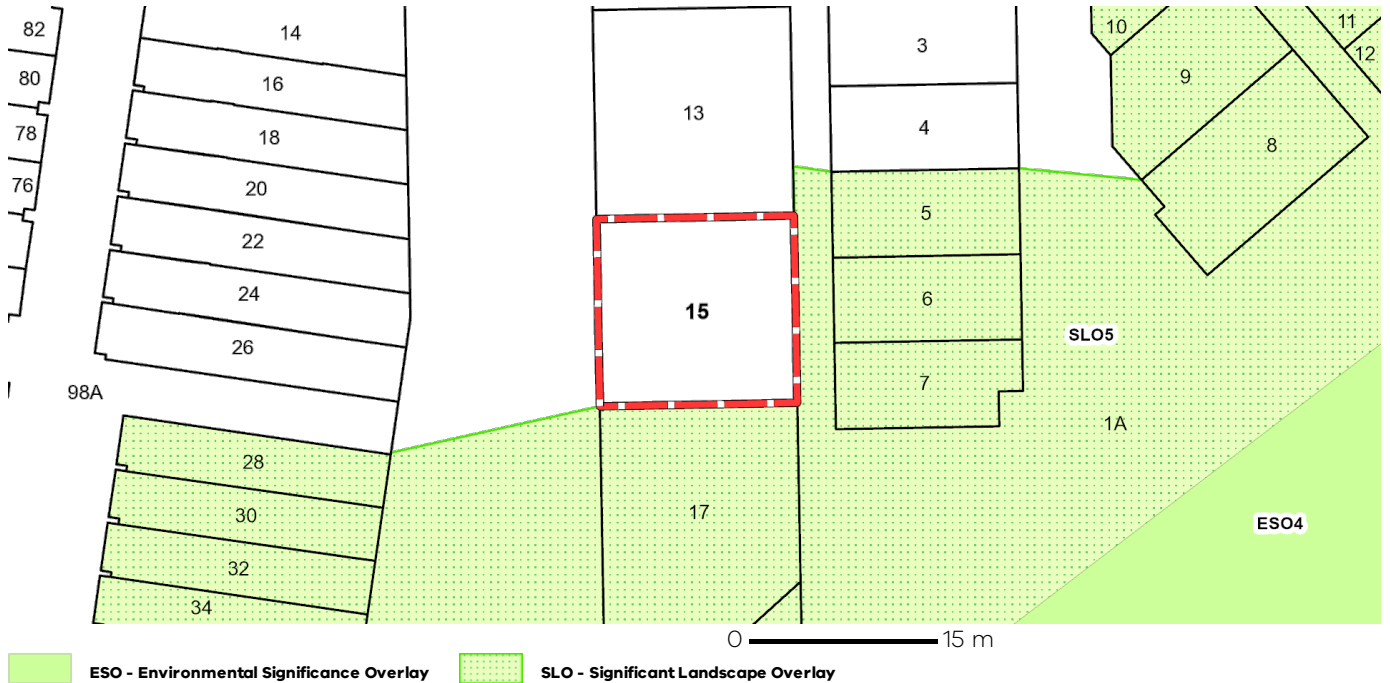
## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



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

## 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.

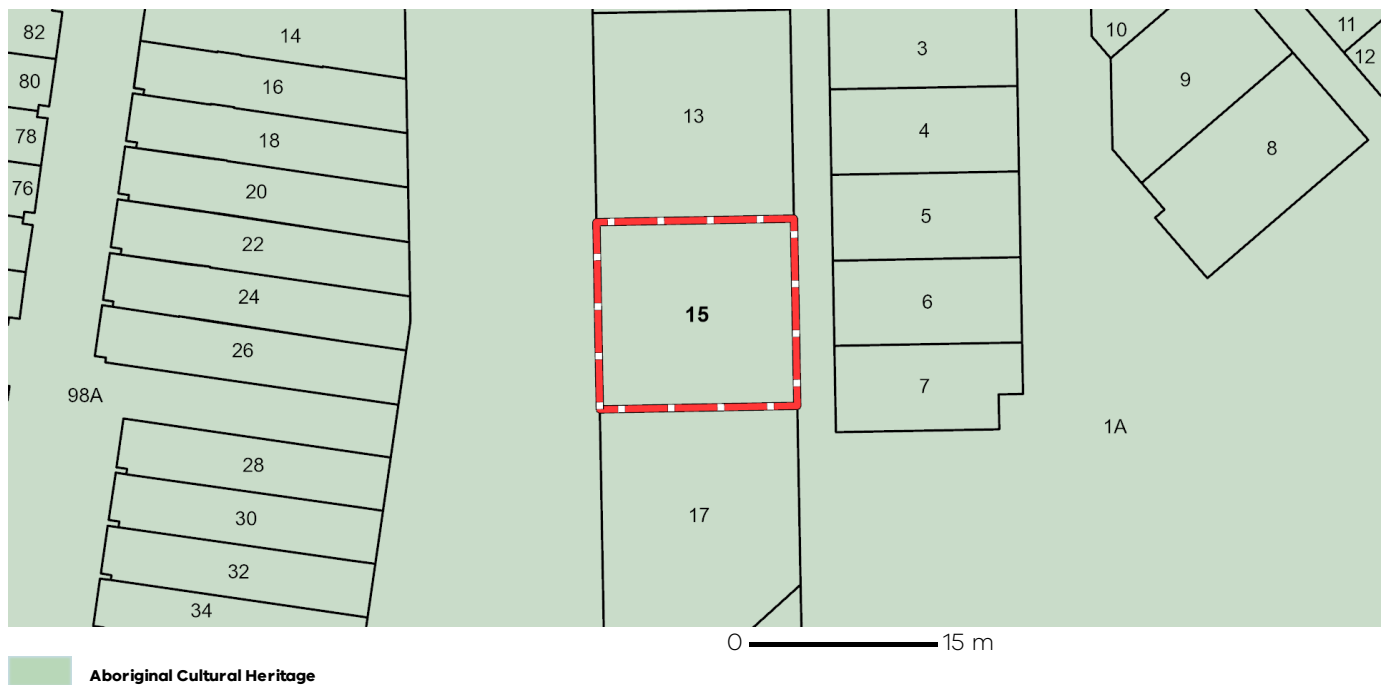
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 <https://heritage.achris.vic.gov.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.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 17 February 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

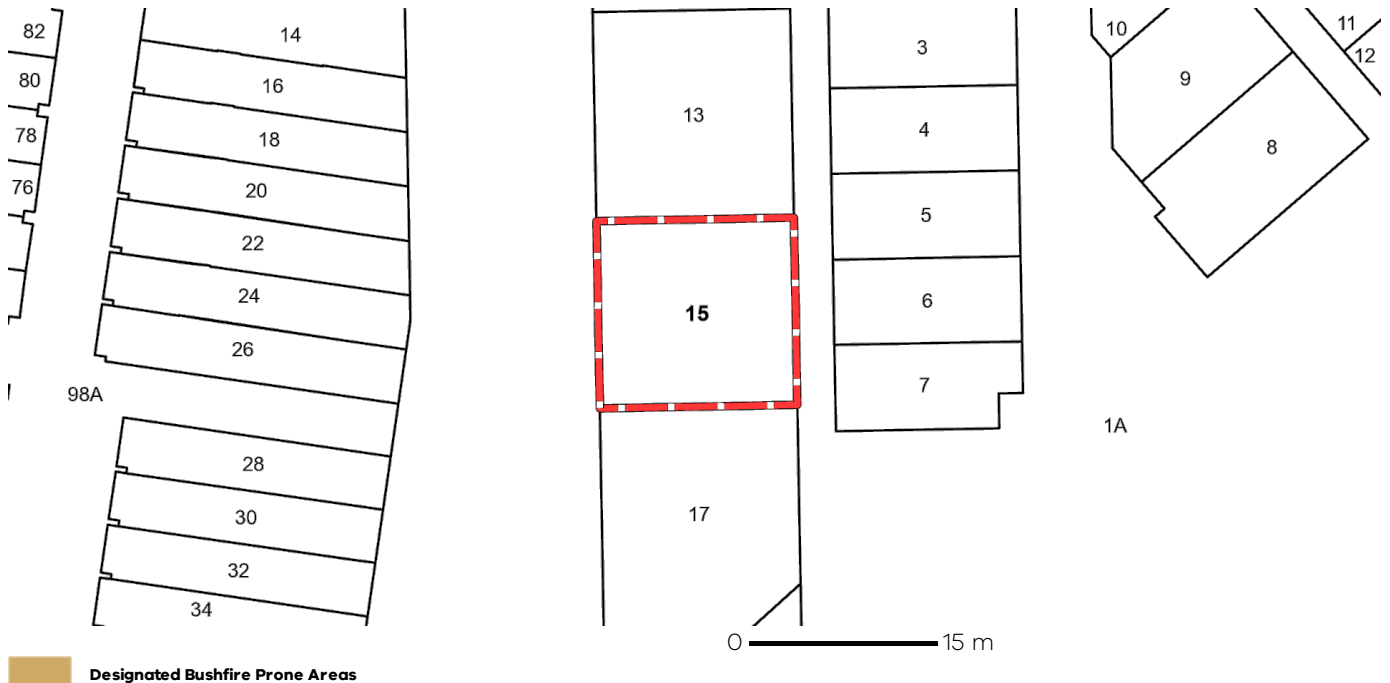
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

## 2025-26 Annual Rates and Charges Third Instalment Reminder Notice

For the Period 1 July 2025 to 30 June 2026

MS H ZHONG  
15 QUEEN CIRCUIT  
SUNSHINE VIC 3020

Property 15 QUEEN CIRCUIT SUNSHINE VIC 3020  
LOT 8 PLN 713921

### Particulars of Rates and Charges:

Overdue Instalments 2025/2026	\$0.10
3rd Instalment 2025/2026 due 28 Feb 2026	\$515.00
Balance of 2025/2026 Rates and Charges	\$515.00

**Total Balance Rates and Charges 2025/2026**

**\$1,030.10**

### Tax Invoice

**Assessment No. 1139179**

Date of Issue 20 Jan 2026

### Rate Enquiries

Monday to Friday 8.45am - 5pm  
Phone: 03 9249 4000  
TTY: 03 9249 4999  
Web: [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)  
Email: [info@brimbank.vic.gov.au](mailto:info@brimbank.vic.gov.au)

Arrears Due Immediately Amount Payable	DueDate
\$0.10	IMMEDIATELY

Instalment 3 Amount Payable	DueDate
\$515.00	28 Feb 2026

Instalment 4 Amount Payable	DueDate
\$515.00	31 May 2026

Late payments will attract interest at 10.00%  
**Payments made on or after 13 January 2026 may not have been deducted from this account.**

**Instalment Notices will be issued for the 4th instalment prior to the due date.**

**Payment options** (More payment options overleaf). *Please return this section if paying by mail.*

 **Online**  
Visit the Brimbank City Council website  
[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)  
\*additional charges may apply

 **Billpay Code: 93948**  
**Ref: 0000 1139 179**  
Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account  
More info: [bpay.com.au](http://bpay.com.au)

 **Billpay Code: 0355**  
**Ref: 1139179**  
Pay in-store at Australia Post, by phone 13 18 16 or online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)



\*355 1139179

Assessment No. 1139179

**Arrears/Instalment Amount Payable**  
**\$515.10**

**Payment Due By**  
**28 February 2026**



## Payment Options

Brimbank offers an instalment based payment of rates. You can apply for a payment plan with Council. It allows you to pay your outstanding rates and charges by making regular weekly, fortnightly, monthly or instalment payments.

## Direct Debit

If you wish to pay your rates via direct debit you may complete an application form on Council's website or contact us directly to have an application posted to you.

## Hardship

We invite any residents experiencing difficulties in paying your rates to contact Council to discuss a payment plan or rate waiver. To view our hardship policy or apply online go to [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

## Pension Concession

Concession card holders may be eligible for a reduction of rates, dependant on the validity of their cards of up to \$341.00

Applications must be lodged on the prescribed form, which is available on Council's website or call Council directly to have a copy posted to you.

## Special Rates and Charges

A review of a Council decision to impose a special rate or charge must be lodged with VCAT within 30 days of the issue date of this notice. Please call Council prior to lodging any appeal or objection to discuss your situation.

## Payment Allocation

All payments received by Council will be allocated as follows:

- 1 Legal Costs owing (if any);
- 2 Interest owing (if any);
- 3 Arrears (if any);
- 4 All other Rates and Charges (evenly).

## Payment options



### Telephone

To pay using Visa or Master Card call:

1300 798 193

to pay via secure pay

13 18 16

to pay via Post Billpay



### Direct Debit

Credit cards not accepted.

To apply visit Brimbank City Council's website [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

## S180A LGA 1989 Notification & Penalties for Late Payment

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 application in writing directly to the Rates Department of Council. See: [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au) for the Rates Financial Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at ten (10%) per cent per annum from the due date of the total amount or the due date of each overdue instalment unless a payment plan is in place.

## State Government Rates Cap Compliance Statement

Council has complied with the Victorian Government's rates cap of 3%.

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.

## Victorian Government Emergency Services and Volunteers Fund (ESVF)

This charge is set by and collected on behalf of the State Government. It does not contribute to Council income.

For information about this part of your notice contact:

- The Department of Government Services ESVF Support Line **1300 819 033**
- For general ESVF information and calculator, visit [sro.vic.gov.au/esvf](http://sro.vic.gov.au/esvf)
- For volunteers rebate details visit [service.vic.gov.au/evrs](http://service.vic.gov.au/evrs)



### By Mail

Brimbank City Council  
PO Box 70 Sunshine 3020

**Council will not be responsible for late postal deliveries**



### In Person

At Council's customer service centres

**Sunshine**  
301 Hampshire Road,  
Sunshine

**Keilor**  
704B Old Calder Highway,  
Keilor

## Changing Personal Details

If your personal details have changed (name, address, contact details), please ensure to provide the changes in writing. Web forms are available at [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

## How are property rates calculated

The formula for calculating the rates for an individual property is the property valuation (CIV) multiplied by the rate in the dollar (differential) set by the council. Striking a proper balance between these elements provides equity in the distribution of the rate burden across rate payers.

The importance of rates income as a funding source has been balanced with community sentiment towards rates increases and its capacity to pay.

## Differential Rates

Differential rates are where councils set different rates in the dollar for different categories of rateable land.

Below is an indication of how your rates would reflect for a full rating year, across councils rating/differential zone:

## Objections and Appeals

If you feel your property is incorrectly valued, please contact Council's Revenue team to discuss the matter. If the response does not completely satisfy you, you can lodge an objection to the valuation.

Any formal objections must be lodged within 60 days of the date of issue of the Rate and Valuation Notice. Late objections will not be accepted in accordance with government legislation.

<https://ratingvaluationobjections.vic.gov.au>

## Any questions?

Monday to Friday 8.45am - 5pm

Phone: 03 9249 4000

Fax: 03 9249 4351

TTY: 03 9249 4999

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

## Brimbank Language Link



**9209 0140**

Local call costs apply



Services Australia

## Centrepay

Call the Council to request a Centrepay deduction from your Centrelink payment.

Council Reference:

**555054835K**



Miss H Zhong  
15 Queen Circuit  
SUNSHINE VIC 3020

**Account number**

10531 10000

**Tax Invoice** 105003286638

**Date of issue** 21 Nov 2025

**Service address**

15 Queen Circuit, Sunshine  
VIC, 3020

**Amount to pay**

**\$710.79**

Previous bill	\$338.70
Payments received	\$0.00
Balance	\$338.70
Current charges	\$372.09
<b>Total charges</b>	<b>\$710.79</b>

**Pay by**

**17 Dec 2025**

Having trouble  
paying your bill?

Call us on **13 44 99** or visit  
[gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

Please see page 2 for detailed information

**Drinking Water**

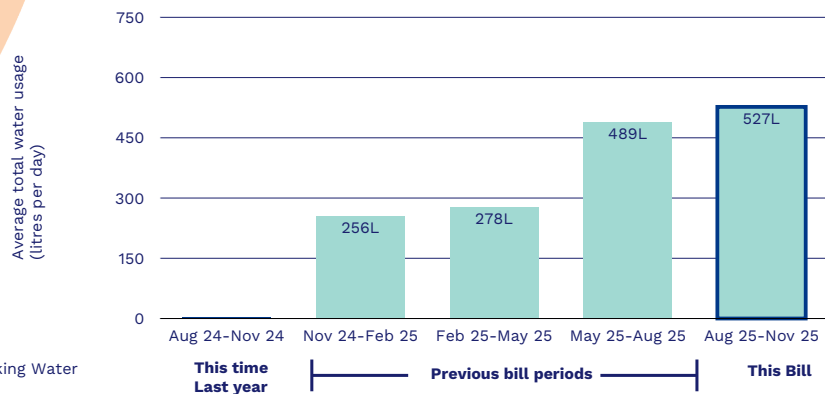
Average daily use

**527L**

Average daily spend

**\$1.96**

**Your household water usage**



**Payment options**

Greater Western Water ABN 70 066 902 467



**Direct debit**

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



**BPAY**

Bill code: **8789**  
Ref: **10531100009**  
Go to [bpay.com.au](http://bpay.com.au)

® Registered to BPAY  
Pty Ltd

ABN 69 079 137 518



**Credit card**

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



**Australia Post**

Billpay code: **0362**  
Ref: **0105 3110 0000**

Pay at any post office,  
by phone **13 18 16**, at  
[postbillpay.com.au](http://postbillpay.com.au), or  
via AusPost app

**Centrelink**

Make regular deductions  
from your Centrelink  
payments.  
Call **13 44 99** or visit  
[centrelink.gov.au](http://centrelink.gov.au)  
Greater Western Water  
reference: **555-054-071-L**  
Your account number:  
**10531 10000**



# Usage and charges

**Outstanding balance** **\$338.70**

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

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate \$/kL	Amount
MAS107325	95	621	671	50		

Meter Read date: 19/11/2025

### Water consumed

Usage Step 1 (17/08/2025 to 19/11/2025)	41.800	\$3.6413	\$152.20
Usage Step 1 (17/08/2025 to 19/11/2025)	8.200	\$4.1629	\$34.13
<b>Total water consumed</b>	<b>50.0000</b>		<b>\$186.33</b>

**Total usage** **\$186.33**

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

	Charge period	Amount
<b>Water</b>	01/10/2025 - 31/12/2025	\$56.52
<b>Sewer</b>	01/10/2025 - 31/12/2025	\$75.11
<b>Total network charges</b>		<b>\$131.63</b>

## Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
<b>Waterways &amp; Drainage <sup>3</sup></b> For Melbourne Water	01/10/2025 - 31/12/2025	\$2,588.00	\$31.50	\$31.50
<b>Parks <sup>4</sup></b> For the Dept. of Energy, Environment and Climate Action	01/10/2025 - 31/12/2025	\$2,588.00	\$22.63	\$22.63
<b>Total other charges and adjustments</b>				<b>\$54.13</b>

**Your total charges** **\$372.09**

### Questions about your bill?

If you've noticed some changes to your bill or you need help understanding it, visit [gww.com.au/yourbill](http://gww.com.au/yourbill) or call **13 44 99**.

### Privacy statement

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

# Your charges explained

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

**Water usage** is calculated in steps.

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

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

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

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

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

## We're here to help

**13 44 99**

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

Faults and emergencies  
(24 hours)

**03 9313 8989**

Support in other languages

**13 36 72**

Relay Service

**You could be eligible for a**

**concession** if you hold a valid health care, pension or Veterans' Affairs gold card, apply at [gww.com.au/concession](http://gww.com.au/concession)

## We're here to help

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



## A message from our Acting Managing Director

Hi, I'm Craig and I've joined Greater Western Water from Melbourne Water as Acting Managing Director for a short period.

My focus, like everyone at GWW, is on delivering safe, reliable water services and supporting our customers. I know billing issues continue to cause frustration for some customers. We're sorry. We've recently shared the findings of an independent review into the incident. Alongside this, we are delivering a return to service plan to get our systems back on track.

We're also looking ahead. With dry conditions and a growing population, our water supplies are under pressure. We're planning ahead to secure supply – and every action you take to use water wisely makes a difference too.

Together with the team, I'll be working hard to keep GWW a trusted and reliable part of your daily life, and continually improving where we can and need to be better.

**Craig**



## Making every drop count

After last year's dry summer, it's natural to wonder what this one will bring. In Greater Melbourne, anything's possible!

Whatever the weather, it's important to continue finding ways to save precious drinking water. Our climate is drying and less water is flowing into our storages than we need to support a growing population.

Every drop counts and we all have a part to play so there's enough water for everyone, now and into the future. By being mindful of our daily use, we can aim to keep our average water use around 150 litres per person, per day.

You can learn more about how to reduce your daily water use and help us save precious drinking water at [gww.com.au/target-150](http://gww.com.au/target-150)

### Customers have their say on our performance

We've published our annual Customer Outcomes Report, showing how we're tracking against the five commitments we made to customers in our price submission 2024-28.

For the first time, 21 members of our customer forum assessed our performance, giving us an overall rating of "largely met", despite our ongoing billing challenges.

They highlighted strong results in areas like recycled water and caring for Country, while also pointing out areas where we can improve.

The report shares the forum's feedback in full, offering a clear view of our performance through the eyes of our customers.

You can read it at [gww.com.au/ourperformance](http://gww.com.au/ourperformance)



### Independent review findings and our response

A report with the findings of an independent review into the customer billing incident has been published, providing 25 recommendations to strengthen our governance, communication, billing systems and customer support. We've accepted every recommendation and are taking action.

Greater Western Water Chair, The Hon. Lisa Neville, said: "Our customers deserve better, and we take full responsibility for what's happened. We're acting with urgency to put things right."

Read the report and the Chair's full statement at [gww.com.au/independentreview](http://gww.com.au/independentreview)



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

# Grants and sponsorships awarded

We're proud to be supporting 28 community groups this year to help make their community projects, events and activities come to life. After a record number of applications, we've awarded \$180,000 in grants and sponsorships.

The grants cover a wide range of initiatives across our service area, from multicultural festivals to community outreach programs. For example, Jawbone Marine Sanctuary Care Group volunteers will use their funding to raise awareness and help protect the Williamstown sanctuary and its feeder tributary Kororoit Creek. The group are engaging young people and citizen scientists in conservation and education activities.

Our Thriving Communities program reflects our commitment to improving community health and wellbeing. See what else we're supporting at [gww.com.au/grants-sponsorships](http://gww.com.au/grants-sponsorships)



Jawbone Marine Sanctuary Care Group engage young people and citizen scientists in conservation and education activities.



## Growing a greener future

In July we celebrated National Trees for Schools Day by delivering 3,552 native trees to 89 schools across Melbourne's west, in partnership with the Victorian Government through the More Trees for a Cooler, Greener West program.

The program provides schools with tube stock, as well as stakes and guards to help the trees grow. Increasing tree canopy cover delivers many local benefits including better air quality, urban cooling and bird and wildlife habitat.

Hundreds of students and school staff rolled up their sleeves to get involved and help grow a greener future for their communities.

Learn more about the program at [gww.com.au/trees-schools](http://gww.com.au/trees-schools)

## Are you ready for bushfire season?

We're getting our water network ready for bushfire season by checking assets and working with emergency services to keep water flowing when it matters most.

During a bushfire, extreme heat and high demand can affect water pressure, quality and supply, so it's important to plan ahead.

Here's how you can be ready:

- store extra drinking water for everyone (including pets)
- keep hydrants and water assets near your property clear of any obstructions
- stay updated via our website and social media.

Learn more at [gww.com.au/bushfires](http://gww.com.au/bushfires) or call us on **13 44 99**.



## Update your contact details

Make sure we have your current mobile number so you don't miss important water or safety alerts.

To update your details call us on **13 44 99**.

## Contact us

Call **13 44 99**

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

 @greaterwesternwater

 @greaterwesternwater

 @GWWVic

 @greaterwesternwater

# Due Diligence Checklist



What you need to know before buying a residential property

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

## Urban living

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

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

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

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

## Growth areas

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

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

## Flood and fire risk

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

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

## Rural properties

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

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

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

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

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

## Soil and groundwater contamination

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

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

### **Land boundaries**

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

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

### **Planning controls**

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

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

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

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

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

### **Safety**

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

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

### **Building permits**

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

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

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

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

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

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