

Contract of Sale of Land

Property

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Ref: HX:CC:WL:23:3385

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; 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 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) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the 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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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/...../2023

Print names(s) of person(s) signing:

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2023

Print names(s) of person(s) signing: Guangsheng Hu

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: **A.O.K Corp Pty Ltd t/a Everywhere Real Estate Metro**
Address: 205/111 Overton Road, Williams Landing VIC 3027
Email: sales@everywherere.com.au
Tel: 03 9526 8102 Mob: Fax: Ref:

Vendor

Name: **Guangsheng Hu**
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Wonders Legal
Address: Suite 906, Level 9, 1 Queens Road, Melbourne VIC 3004
Email: cyndi@wonderslegal.com.au
Tel: 03 9867 3111 Mob: Fax: 03 8080 3277 Ref: WL:23:3385

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11989 Folio 987	2630	749005N

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement.

The land includes all improvements and fixtures.

Property address

The address of the land is: 3 Isham Street, Point Cook VIC 3030

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fitting and fixtures of permanent nature as inspected.

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)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 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; and
- the 14th day 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 box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

☐ a lease for a term ending on / / with [-] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

Loan amount: no more than

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

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

Special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding special conditions:*

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on the last page; and
- attach additional pages if there is not enough space.

☐ Special condition 1 – Tax invoice

General condition 19.3 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.2(b), (c) or (d)),
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ Special condition 2 – Nomination

General condition 4 is deleted and replaced by the following:

- a. The Purchaser may nominate a substitute or additional transferee ("Nominated Purchaser"), but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- b. If the Purchaser nominates, such nomination can only occur if:
 - i. The Purchaser is not in default pursuant to this Contract; and
 - ii. Notice is given prior to 14 business days prior to the settlement date; and
 - iii. If the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and
 - iv. If the Purchaser nominates a trust, the primary beneficiaries of the trust must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents.
- c. The costs of such nomination are fixed at \$330.00 plus GST are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the vendor's legal practitioner upon nomination by the Purchaser.

☒ Special condition 3 – Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

☒ **Special condition 4 – Warranties and Exclusions**

It is hereby agreed that there are no conditions, warranties or other terms affecting the contract other than those embodied in the contract and the purchaser shall not be entitled to rely upon any representations made by the vendor or the vendor's agents except such as are made written conditions of the contract.

☒ **Special condition 5 – Acknowledgments**

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent:

- (a) A copy of this Contract of Sale in compliance with Section 53 of the *Estate Agents Act*; and
- (b) A statement pursuant to Section 32 of the *Sale of Land Act 1962*.

☒ **Special condition 6 – Building and Goods**

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquires of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-laws otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objections or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed constitute a defect in the Vendors Title and the purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation. The purchaser acknowledges that he has inspected the chattels, fitting and appliances forming part this contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the chattels to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

☒ **Special condition 7 – Restriction**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

☒ **Special condition 8 – Purchaser Resident of Australia**

The purchaser warrants that he/she is entitled to be a resident of Australia and agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

☒ **Special condition 9 - Breach and Default- Expenses, Legal Costs and Interest –**

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will, in addition to interest chargeable on the balance of purchase monies outstanding under the Contract, pay to the Vendor the following sums:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement.
- (c) Accommodation expenses necessarily incurred by the Vendor.
- (d) Storage cost of the Vendor's furniture and other possessions.
- (e) Legal costs and expenses as between Solicitor and Client.
- (f) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (g) All commissions, fees and advertising expenses payable to the Vendor's Real Estate Agent.

☒ **Special condition 10 – Re-scheduling of Settlement**

If Settlement is postponed or rescheduled from the original due date stated in the Contract whether to an earlier or later date for any reasons other than for the Vendor's default, the Purchaser must attend to the Vendor's legal practitioner (at and as a condition of Settlement) its reasonable administration legal costs resulting therefrom fixed at \$550 (incl GST) (by way of an additional bank cheque at settlement or additional source funds to be uploaded onto the PEXA workspace) for each such postponement and rescheduling notwithstanding the postponement and rescheduling is later on not required, in addition to all other monies due under this Contract and without affecting the Vendor's other rights in respect of the default.

☒ **Special condition 11 – Extension for Finance and Deposit**

If the Purchaser request for a variation to the Contract for an extension of the finance approval date and/or payment of the deposit monies due under the Contract, the Purchaser acknowledges that he/she must attend to the Vendor's legal practitioner (at and as a condition of Settlement) legal costs of \$220.00 for each request made notwithstanding an extension is later on not required.

☐ **Special condition 12 – Auction Conditions**

The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

☒ **Special condition 13 – Amendments to General Conditions**

- a) G.C 12, 31.4 to 31.6 (inclusive) are excluded from this Contract.
- b) G.C 35.4(a) is amended by substituting "of" in lieu of "up to" as referred to therein.

☒ **Special condition 14 – The purchaser agrees that**

- 14.1 Prior to signing this contract the purchaser inspected and established the state and condition of the property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering or Act of God and occurring between the Day of Sale and the settlement date nor delay settlement on account thereof;
- 14.2 Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the property on the Dale of sale; the purchaser shall be wholly responsible for the cost of reconnection of any service to the property and no claim shall be made against the vendor in relation thereto.

☒ **Special condition 15 – Chattels**

- 15.1 The vendor does not give any warranty with respect to the chattels and the physical property sold under this contract nor with respect to any appliances, including but not limited to any hot water services or stove, and any implied warranty as to the working condition or state thereof as at the day of sale or the settlement date is hereby negated.
- 15.2 The vendor is not required and is hereby relieved of any obligation, express or implied, to ensure that any chattel sold pursuant to this contract or any appliance, including but not limited to any hot water service or stove, is in the same state and condition on the settlement date as it was on the day of sale. The purchaser agrees and acknowledges that in relation to any appliance, including but not limited to any hot water service or stove, that ceases to operate or function between the day of sale and the settlement date such deterioration or change in the state and condition thereof shall be deemed to be wholly attributable to fair and normal wear and tear.
- 15.3 The purchaser will not have any recourse in applying for compensation in this regard post-settlement.

☒ **Special condition 16 – Pool Registration and Fencing Compliance**

The vendor makes no warranties nor representations that any pool or spa on the property has been registered with the relevant Council nor that the pool or spa has a compliant safety barrier. The purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with the Council, ensuring that the pool or spa has a compliant safety barrier, and lodging a barrier compliance certificate with the Council. The purchaser shall not make any objection nor requisition, claim any compensation (now nor at any time in the future) nor delay settlement as a result of the issue or non-issue or the lodgment or non-lodgment of any barrier compliance certificate.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot 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 7.4(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 1.14 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

- 13.2 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*.
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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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 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 lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount 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 lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

EXECUTED AS A DEED

SIGNED by the said)
in the presence of:)

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

.....)
Director Director

SIGNED by the said)
in the presence of:)

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

.....)
Director Director

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

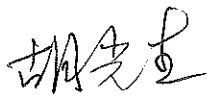
Vendor Statement

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.

Land	3 Isham Street, Point Cook VIC 3030
------	-------------------------------------

Vendor's name	Guangsheng Hu	Date
		20 13 / 2023
Vendor's signature		

Purchaser's name	Date
	/ /
Purchaser's signature	
Purchaser's name	Date
	/ /
Purchaser's signature	

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

Not Applicable

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.

Not Applicable

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.

Not Applicable

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.

Not Applicable

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.

Not Applicable

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 attached.

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

Not Applicable

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.

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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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):

Is attached.

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.

Not applicable.

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.

Not applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

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.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

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 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:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

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.

Not Applicable

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 2000m²; (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):

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.)

Is attached

13. 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 an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

1. Due Diligence Checklist;
2. Register Search Statement (Title); Copy of Plan;
3. Instrument Search AQ248925A;
4. Department of Environment, Land, Water & Planning: Planning Property Report;
5. Department of Environment, Land, Water & Planning: Designated Bushfire Prone Area(s);
6. Department of Environment, Land, Water & Planning: Planning Certificate;
7. Department of Environment, Land, Water & Planning: Road Certificate;
8. Wyndham City Council – Building Approval 326 (1);
9. Wyndham City Council – Land Information Certificate;
10. City West Water – Water Information Statement;
11. State Revenue Office: Land Tax Certificate;
12. Building Permit;
13. Occupancy Permit;
14. Certificate of Insurance.

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

Page 1 of 1

VOLUME 11989 FOLIO 987

Security no : 124104285626M
Produced 28/02/2023 11:20 AM

LAND DESCRIPTION

Lot 2630 on Plan of Subdivision 749005N.
PARENT TITLE Volume 11989 Folio 886
Created by instrument PS749005N 13/06/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GUANGSHENG HU of ROOM 501 BEIMEN NO 11 WANGJINSHI XUANWU DISTRICT NANJING
JIANGSU PROVINCE CHINA 210000
AR210443Y 05/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS480247E 28/08/2019
ORIGIN MORTGAGES PTY LTD

COVENANT PS749005N 13/06/2018

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
AQ248925A 14/09/2017

DIAGRAM LOCATION

SEE PS749005N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 3 ISHAM STREET POINT COOK VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 28/08/2019

DOCUMENT END

Imaged Document Cover Sheet

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Document Identification	PS749005N
Number of Pages (excluding this cover sheet)	8
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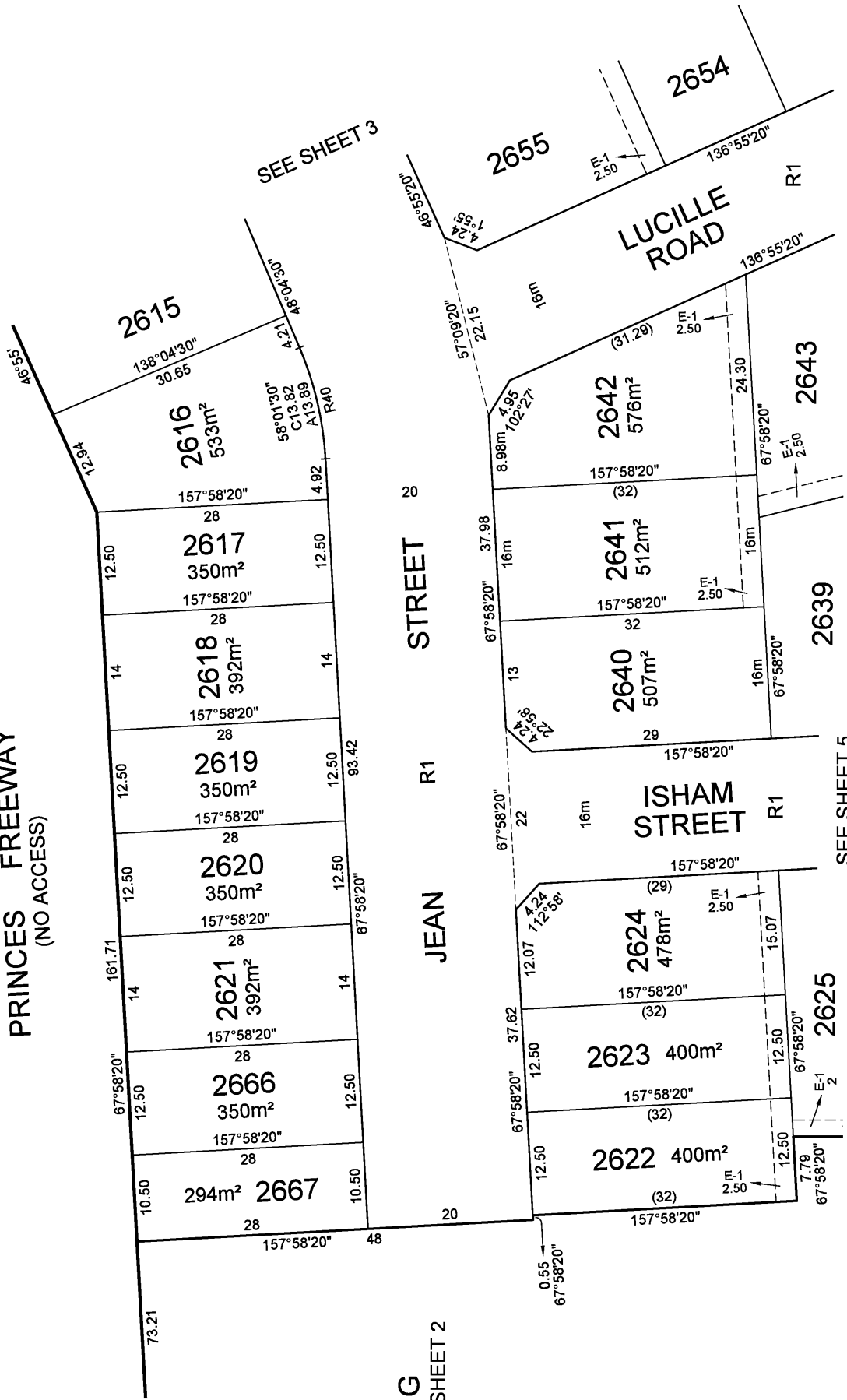
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PLAN OF SUBDIVISION			EDITION 1	PS749005N
LOCATION OF LAND PARISH: TARNEIT TOWNSHIP: SECTION: CROWN ALLOTMENT: 2050 (PART) CROWN PORTION: TITLE REFERENCE: Vol. 11989 Fol. 886 LAST PLAN REFERENCE: Lot G on PS746282B POSTAL ADDRESS: Hacketts Road (at time of subdivision) POINT COOK 3030 MGA CO-ORDINATES: E: 299 120 ZONE: 55 (of approx centre of land in plan) N: 5804 940 GDA 94			Council Name: Wyndham City Council Council Reference Number: WYS3682/16 Planning Permit Reference: WYP8485/15 SPEAR Reference Number: S084987B 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 not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 05/06/2018) Digitally signed by: Danielle Kos for Wyndham City Council on 01/06/2018 Statement Of Compliance issued: 05/06/2018	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		Lots 2601 - 2667 (both inclusive) on this plan are affected by 3D Building Envelopes in MCP Dealing No. AA3599. Refer to Creation of Restrictions 1, 2 & 3 on Sheets 7, 8 & 9 of this plan for details	
ROAD R1	Wyndham City Council			
NOTATIONS				
DEPTH LIMITATION: 15 metres				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. WYP8485/15				
UPPER POINT COOK - RELEASE 26 Area of Release: 3.769ha No. of Lots: 67 Lots and Balance Lot G				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Sewerage	See Diag.	This Plan	City West Water Corporation
TAYLORS		SURVEYORS FILE REF: Ref. 02946-S26 Ver. 6		ORIGINAL SHEET SIZE: A3
Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au		Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (6), 23/04/2018, SPEAR Ref: S084987B		SHEET 1 OF 8
		PLAN REGISTERED		
		TIME: 9:14 am DATE: 13 / 06 / 2018		
		R. W. Grimwood Assistant Registrar of Titles		

PS749005N

PRINCES FREEWAY
(NO ACCESS)



G
SEE SHEET 2

SEE SHEET 5

<div><div>TAYLORS</div><div>Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au</div></div>				SCALE 1:500		<div>50101520</div> <div>LENGTHS ARE IN METRES</div>		ORIGINAL SHEET SIZE: A3	Ref. 02946-S26 Ver. 6	SHEET 4
				Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (6), 23/04/2018, SPEAR Ref: S084987B				Digitally signed by: Wyndham City Council, 01/06/2018, SPEAR Ref: S084987B		

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

PS749005N

CREATION OF RESTRICTION 1

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

For the purposes of this Restriction:

- (a) A dwelling means a house.
(b) A building means any structure except a fence.

LAND TO BE BURDENED: See Table 1

LAND TO BENEFIT: See Table 1

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2601	2602
2602	2601, 2603
2603	2602, 2604
2604	2603, 2605, 2606
2605	2604, 2606
2606	2604, 2605
2607	2608
2608	2607, 2609
2609	2608, 2610
2610	2609, 2611
2611	2610, 2612
2612	2611, 2613
2613	2612, 2614
2614	2613, 2615
2615	2614, 2616
2616	2615, 2617
2617	2616, 2618
2618	2617, 2619
2619	2618, 2620
2620	2619, 2621
2621	2620, 2666
2622	2623, 2625

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2623	2622, 2624, 2625
2624	2623, 2625
2625	2622, 2623, 2624, 2626
2626	2625, 2627
2627	2626, 2628
2628	2627, 2629
2629	2628, 2630
2630	2629, 2631, 2632
2631	2630, 2632
2632	2630, 2631
2633	2634, 2635
2634	2633, 2635, 2648
2635	2633, 2634, 2636, 2647, 2648
2636	2635, 2637, 2645, 2646, 2647
2637	2636, 2638, 2644, 2645
2638	2637, 2639, 2643, 2644
2639	2638, 2640, 2641, 2643
2640	2639, 2641
2641	2639, 2640, 2642, 2643
2642	2641, 2643
2643	2638, 2639, 2641, 2642, 2644
2644	2637, 2638, 2643, 2645
2645	2636, 2637, 2644, 2646

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2646	2636, 2645, 2647
2647	2635, 2636, 2646, 2648
2648	2634, 2635, 2647
2649	2650, 2665
2650	2649, 2651, 2664, 2665
2651	2650, 2652, 2664
2652	2651, 2653, 2662, 2663
2653	2652, 2654, 2661, 2662
2654	2653, 2655, 2656, 2657, 2660, 2661
2655	2654, 2656
2656	2654, 2655, 2657
2657	2654, 2656, 2658, 2660
2658	2657, 2659, 2660
2659	2658, 2660
2660	2654, 2657, 2658, 2659, 2661
2661	2653, 2654, 2660, 2662
2662	2652, 2653, 2661, 2663
2663	2652, 2662, 2664
2664	2650, 2651, 2663, 2665
2665	2649, 2650, 2664
2666	2621, 2667
2667	2666

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of the lots to which any of the following restrictions applies shall not:

1. Construct or permit to be constructed more than one dwelling on any burdened lot.
2. Commence construction of a dwelling on any lot on the plan of subdivision without first having the building plans approved by the Upper Point Cook Design Review Committee as set out in the Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
3. Commence construction/demolition or any extension to a building that has been constructed on any lot on the plan of subdivision without first having the alteration plans approved by the Upper Point Cook Design Review Committee and/or the Responsible Authority.
4. Subdivide any burdened lot.

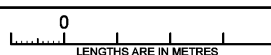
Note:

- 1) This Restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.
- 2) The provisions of the Wyndham Planning Scheme, the Upper Point Cook Design Guidelines and Rescode apply to all lots on this plan.



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SCALE



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Surveyor's Plan Version (6),
23/04/2018, SPEAR Ref: S084987B

ORIGINAL SHEET
SIZE: A3Ref. 02946-S26
Ver. 6

SHEET 6

Digitally signed by:
Wyndham City Council,
01/06/2018,
SPEAR Ref: S084987B

CREATION OF RESTRICTION 2

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

PS749005N

LAND TO BE BURDENED: See Table 2
LAND TO BENEFIT: See Table 2

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2601	2602
2602	2601, 2603
2603	2602, 2604
2604	2603, 2605, 2606
2605	2604, 2606
2606	2604, 2605
2607	2608
2608	2607, 2609
2609	2608, 2610
2610	2609, 2611
2611	2610, 2612
2612	2611, 2613
2613	2612, 2614
2614	2613, 2615
2615	2614, 2616
2616	2615, 2617
2617	2616, 2618
2618	2617, 2619
2619	2618, 2620
2620	2619, 2621
2621	2620, 2666
2622	2623, 2625

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2623	2622, 2624, 2625
2624	2623, 2625
2625	2622, 2623, 2624, 2626
2626	2625, 2627
2627	2626, 2628
2628	2627, 2629
2629	2628, 2630
2630	2629, 2631, 2632
2631	2630, 2632
2632	2630, 2631
2633	2634, 2635
2634	2633, 2635, 2648
2635	2633, 2634, 2636, 2647, 2648
2636	2635, 2637, 2645, 2646, 2647
2637	2636, 2638, 2644, 2645
2638	2637, 2639, 2643, 2644
2639	2638, 2640, 2641, 2643
2640	2639, 2641
2641	2639, 2640, 2642, 2643
2642	2641, 2643
2643	2638, 2639, 2641, 2642, 2644
2644	2637, 2638, 2643, 2645
2645	2636, 2637, 2644, 2646

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2646	2636, 2645, 2647
2647	2635, 2636, 2646, 2648
2648	2634, 2635, 2647
2649	2650, 2665
2650	2649, 2651, 2664, 2665
2651	2650, 2652, 2664
2652	2651, 2653, 2662, 2663
2653	2652, 2654, 2661, 2662
2654	2653, 2655, 2656, 2657, 2660, 2661
2655	2654, 2656
2656	2654, 2655, 2657
2657	2654, 2656, 2658, 2660
2658	2657, 2659, 2660
2659	2658, 2660
2660	2654, 2657, 2658, 2659, 2661
2661	2653, 2654, 2660, 2662
2662	2652, 2653, 2661, 2663
2663	2652, 2662, 2664
2664	2650, 2651, 2663, 2665
2665	2649, 2650, 2664
2666	2621, 2667
2667	2666

DESCRIPTION OF RESTRICTION

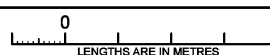
The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the provisions of Memorandum of Common Provisions registered in Dealing No. AA3599 without the written approval of Satterley Property Group and Wyndham City Council. The provisions of the said MCP are incorporated into this restriction.

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



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8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE



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Surveyor's Plan Version (6),
23/04/2018, SPEAR Ref: S084987B

ORIGINAL SHEET
SIZE: A3

Ref. 02946-S26
Ver. 6

SHEET 7

Digitally signed by:
Wyndham City Council,
01/06/2018,
SPEAR Ref: S084987B

PS749005N

CREATION OF RESTRICTION 3

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

LAND TO BE BURDENED: See Table 3
 LAND TO BENEFIT: See Table 3

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2631	2630, 2632
2632	2630, 2631
2656	2654, 2655, 2657
2657	2654, 2656, 2658, 2660
2658	2657, 2659, 2660
2662	2652, 2653, 2661, 2663
2667	2666

DESCRIPTION OF RESTRICTION

Unless a planning permit is granted by the Responsible Authority for a building that does not confirm with the Small Lot Housing Code the registered proprietor or proprietors for the time being of the lots to which any of the following restriction applies must not:

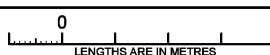
1. Build or permit to be built or remain on any Lot in Table 3 any building other than a building which has been constructed in accordance with the Small Lot Housing Code (Type A) incorporated into the Wyndham Planning Scheme.

This restriction shall cease to apply to any building on the lot after the issue of a certificate of occupancy for the whole of a dwelling on the lot.



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SCALE



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 Surveyor's Plan Version (6),
 23/04/2018, SPEAR Ref: S084987B

ORIGINAL SHEET
 SIZE: A3

Ref. 02946-S26
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Form 21

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

Section 181 Planning and Environment Act 1987

Lodged by

Name: MADDOCKS.....

Phone: 03 9258 3555.....

Address: Collins Square, Tower Two, Level 25, 727 Collins Street,
Melbourne VIC 3008.....

Ref: JOB: 6084915.....

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: Sneydes Road Point Cook West being ~~part~~ of the land contained and described in Certificates of Title Volume 11890 Folio 839, Volume 11888 Folio 104, Volume 11891 Folio 140, Volume 11680 Folio 159 and Volume 11655 Folio 040.

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

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

A copy of the agreement is attached to this application.

Signature for the Authority:

Name of officer:

Office held:

Date:

Kelly Grigby
Kelly Grigby
CEO
13/9/17



Maddocks

Date 13 / 9 / 2017

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Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Sneydes Road, Point Cook

Purpose: WIK Agreement for Land, Projects and Open Space Equalisation

City of Wyndham

and

Satterley Point Cook Pty Ltd ACN 163 150 767

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 13 / 9 /2017



Parties

Name	Wyndham City Council
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	Council
Name	Satterley Point Cook Pty Ltd
	ACN 163 150 767
Address	Level 3, 27-31 Troode Street, West Perth, WA 6005
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to, as the Collecting Agency and Development Agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Planning Permits contain conditions which requires the Owner to pay development contributions or enter into an Agreement under Section 173 of the Planning and Environment Act providing for:
 - F.1 payment of development contributions;
 - F.2 satisfaction of the public open space contributions pursuant to clause 52.01 of the Planning Scheme; and
 - F.3 implementation of an approved public infrastructure plan.



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G. The Owner has asked Council for permission to

G.1 carry out certain Infrastructure Projects which are funded by the Development Contributions Plan;

G.2 to transfer to or vest in Council the Land Projects; and

G.3 to transfer to or vest in Council the Open Space Land.

H. Council has agreed that the Owner will

H.1 carry out the Infrastructure Project;

H.2 transfer to or vest in Council the Land Projects; and

H.3 transfer to or vest in Council the Open Space Land.

in return for a credit against its development contribution liability under the Development Contributions Plan or as against its liability under clause 52.01 of the Planning Scheme as the case may be.

I. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

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The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

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

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 6.5 of this Agreement.

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 6.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the development agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent or secondary consent for anything in an agreement or where a permit provides that something must not be done without Council's consent.



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CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of:

- the Infrastructure Project Value; or
- the Agreed Land Value -

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against the Owner's Development Infrastructure Levy for the Subject Land.

Current Address means:

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

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project approved by Council under clause 6.5.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

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.

GAIC means the Growth Areas Infrastructure Charge under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Indexation means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.



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Infrastructure Project means a project to be delivered by the Owner under this Agreement, identified in the relevant column of the table to Schedule 2 and which may be further illustrated and defined in a plan annexed to this Agreement.

Infrastructure Project Value means the Infrastructure Project Value specified in the relevant column of the table in Schedule 2

Infrastructure Design Manual means the manual entitled 'Engineering Design and Construction Manual for Growth Areas – April 2011 prepared by the Metropolitan Planning Authority.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.

Land Project means a land project described in Schedule 3 .

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

Maintenance Period means the period specified in Schedule 8 for each specified category of Infrastructure Project commencing on the date of the Certificate of Practical Completion of an Infrastructure Project to Council.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Open Space Land means land for public open space described in Schedule 4 and which may also be identified in the plan at Annexure "A".

Open Space Land Value means the amount specified in Schedule 4 as the Open Space Land Value or if not specified, then an amount determined by applying the methodology set out in Schedule 4 as the case may be.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any 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.

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Infrastructure Project Value.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit specified in Schedule 7 as amended from time to time.





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

Precinct Structure Plan means the **Point Cook West Precinct Structure Plan**, being an incorporated document in the Planning Scheme.

Provision Trigger means the provision trigger set out in the relevant columns of Schedules 2, 3 or 4 as the case may be.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subject Land means the land described in Schedule 7 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Supervision Fee means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Specified Value of the Infrastructure Project.

Tribunal means the Victorian Civil and Administrative Tribunal.

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;

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- 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 record the terms and conditions on which Council agrees to the Owner undertaking any Infrastructure Project in lieu of the cash payment of the Development Infrastructure Levy;
- 3.2 to record the terms and conditions on which a Land Project will be provided to Council in lieu of the cash payment of the Development Infrastructure Levy;
- 3.3 to record the terms and conditions on which Open Space Land will be provided to Council; and
- 3.4 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 entered into this Agreement for the following reasons:

- 4.1 Council would not have consented to the Owner undertaking the Infrastructure Projects and transferring or vesting the Land Projects without requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order procure Council's agreement to the Owner to carrying out the Infrastructure Projects as works in lieu and the transferring or vesting of the Land Projects as land in lieu.

5. Payment of Development Infrastructure Levy

The Parties agree that

- 5.1 subject to the Owner's entitlement to a Credit, the Owner is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next stage of the subdivision of the Subject Land or at such other time as is specified in this Agreement.



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6. Works in kind – Infrastructure Projects

6.1 Construction of Infrastructure Projects

The Owner must construct the Infrastructure Projects:

- 6.1.1 in accordance with the Designs approved by Council under clause 6.5 ;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2;
- 6.1.3 in accordance with any Public Infrastructure Plan or the like endorsed under the Planning Permit; and
- 6.1.4 to the satisfaction of Council in its capacity as the Development Agency.

6.2 Time for completion of Infrastructure Projects

The Owner agrees that if the Owner does not meet the specified Provision Trigger for an Infrastructure Project, Council in its capacity as responsible authority may:

- 6.2.1 at its absolute discretion, in writing, extend the timeframe; or
- 6.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

6.3 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Infrastructure Project Value.

6.4 Infrastructure Project Value

The Parties agree that the Infrastructure Project Value is a fixed amount subject only to Indexation.

6.5 Design of Infrastructure Projects

The Owner agrees that:

- 6.5.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Projects and submit the Designs to Council and any other relevant authorities for approval;
- 6.5.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 6.5.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects; and
- 6.5.4 prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for its approval:
 - (a) a copy of the terms and conditions of the contract to be awarded; and
 - (b) a copy of the proposed construction program.



6.6 Variation of Approved Plans

The Owner agrees that upon the approval by Council of the Designs there will be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

6.7 Construction of Infrastructure Projects

In carrying out the Infrastructure Projects:

- 6.7.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects; and
- 6.7.2 Council is released from liability to pay and the Owner holds Council harmless in respect of any costs beyond the Infrastructure Project Value.

7. Certificate of Practical Completion

7.1 Certificate of Practical Completion

Council agrees that it will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

7.2 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 7.2.1 accord with the Approved Plans and the Infrastructure Design Manual unless otherwise agreed in writing by Council;
- 7.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 7.2.3 comprise best industry practice to the extent required by the Approved Plans;
- 7.2.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 7.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as Development Agency.

7.3 Construction Procedures

The Parties agree that:

- 7.3.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority;
- 7.3.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion;
- 7.3.3 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:

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- (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
- (b) what must be done to satisfactorily complete the Infrastructure Project;

7.3.4 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction;

7.3.5 before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of the Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:

- (a) consent of the owner of land to access such land;
- (b) satisfied any condition of such consent; and
- (c) in place all proper occupational health and safety plans as may be required under any law of the State of Victoria;

7.3.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

7.4 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner:

- 7.4.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
- 7.4.2 must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 7.4.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period or the transfer of the land containing the Infrastructure Project or the transfer of the Infrastructure Project in accordance with clause 10 whichever is the later.

8. Land Projects

8.1 Transfer or vesting of Land Project

The Owner agrees to transfer to or vest in Council as directed by Council any Land Project:

- 8.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 8.2;
- 8.1.2 free of all encumbrances and any structure, debris, rubbish, refuse and contamination, except as agreed by Council;



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8.1.3 with all services to be available as specified in the relevant column of Schedule 3; and

8.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

8.2 Time for transfer or vesting of Land Project

The Owner agrees that if the Owner does not meet the Provision Trigger for any Land Project, Council may:

8.2.1 refuse to issue any subsequent Statements of Compliance which remains at the time of the Provision Trigger in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency; or

8.2.2 at its absolute discretion, in writing, extend the timeframe of the Provision Trigger on the request of the Owner.

8.3 Agreed Land Value

The Owner acknowledges and agrees that:

8.3.1 the Agreed Land Value:

- (a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;
- (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

8.3.2 upon -

- (a) the transfer of the Land Project to Council or the vesting of the Land Project in Council in satisfaction of the obligations under this Agreement; or
- (b) payment being made to the Owner in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value -

no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

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9. Public Open Space

9.1 Open Space Land

The Owner must transfer to or vest in Council for municipal purposes as directed by Council, the Open Space Land:

- 9.1.1 in accordance with the relevant Provision Trigger;
- 9.1.2 free of all encumbrances and any structure, debris, waste, rubbish and refuse except as agreed by Council;
- 9.1.3 with all services to be available or connected as specified in the relevant column of Schedule 4; and
- 9.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency being that the Open Space Land is able to be safely used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

9.2 Time for transfer or vesting of Open Space Land

The Owner agrees that if the Owner does not meet the Provision Trigger for any Open Space Land, Council may:

- 9.2.1 refuse to issue any subsequent Statements of Compliance in respect of the development of the Subject Land which remains at the time of the Provision Trigger until the Open Space Land has been transferred to or vested in Council; or
- 9.2.2 at its absolute discretion, in writing, extend the timeframe of the Provision Trigger.

9.3 Value of Open Space Land

The Owner agrees that:

- 9.3.1 the Open Space Land Value:
 - (a) is the fixed amount as specified in Schedule 4 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 4, as the case may be;
 - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Open Space Land; and
- 9.3.2 upon
 - (a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council in satisfaction of the whole or part of its open space contribution liabilities under clause 52.01 of the Planning Scheme; or
 - (b) payment being made to the Owner in accordance with this Agreement –



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no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Open Space Land.

9.4 Over – provision

9.4.1 The Parties agree that notwithstanding that the Open Space Land that the Owner is transferring to or vesting in Council under this Agreement is greater than the total public open space contributions that the Owner is required to make under clause 52.01 of the Planning Scheme in respect of the Subject Land, the Owner does not seek any reimbursement or payment in respect of that over-provision.

9.4.2 The Parties agree that clause 9.4.1 survives the termination of this Agreement.

10. Transfer of Ownership of Infrastructure Project

10.1 Transfer

The ownership of a Land Project, Open Space Land and Infrastructure Projects will be transferred to Council upon;

- 10.1.1 the registration of a plan of subdivision in the case of a Land Project and Open Space Land; and
- 10.1.2 upon the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project not also including a Land Project.

10.2 Bank Guarantee

The Owner agrees that:

- 10.2.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;
- 10.2.2 if the Owner fails to comply with a written direction from Council to undertake maintenance to an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and
- 10.2.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

11. Credit and processing of credits

11.1 Credit

The Parties agree that:

- 11.1.1 the Owner will be entitled to a Credit for the Infrastructure Project Value from the commencement of this Agreement;





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- 11.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 11.1.3 the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted, determined as set out in Clause 11.1.4
- 11.1.4 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
 - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;
- 11.1.5 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
 - (a) Council must notify the Owner in writing that the Credit has been exhausted;
 - (b) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
 - (c) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

12. Localised Infrastructure

The Parties acknowledge and agree that:

- 12.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 12.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

13. Further obligations of the Parties

13.1 Transaction costs

Where the Owner is required to transfer or vest a Land Project or Open Space Land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

13.2 Notice and registration

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





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13.3 Further actions

The Owner:

- 13.3.1 must do all things necessary to give effect to this Agreement;
- 13.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land and the Parent Titles in accordance with section 181 of the Act; and
- 13.3.3 agrees 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.

13.4 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 13.4.1 Plan Checking Fee;
- 13.4.2 Supervision Fee;
- 13.4.3 Satisfaction Fee; or
- 13.4.4 Consent Fee

as required.

13.5 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:

- 13.5.1 drafting, finalising, signing and recording this Agreement;
- 13.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 13.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

13.6 Time for determining satisfaction

If Council makes a request for payment of:

- 13.6.1 a fee under clause 13.4; or
- 13.6.2 any costs or expenses under clause 13.5

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

13.7 Interest for overdue money

The Owner agrees that:





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- 13.7.1 the Owner must pay to Council interest in accordance with the rate used for the purposes of section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.
- 13.7.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

14. 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.

15. Owner's warranties

- 15.1 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.

16. Successors in title

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

- 16.1 give effect to this Agreement; and
- 16.2 enter into a deed agreeing to be bound by the terms of this Agreement.

17. General matters

17.1 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:

- 17.1.1 personally on the other Party;
- 17.1.2 by leaving it at the other Party's Current Address;
- 17.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 17.1.4 by email to the other Party's Current Email.

17.2 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.

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17.3 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.

17.4 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.

17.5 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.

17.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

17.7 Governing law

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

18. GST

18.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

18.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

18.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 18.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

18.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 18.3.

19. GAIC

19.1 The Owner acknowledges and agrees that apart from the land specified in Schedule 5, all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

19.2 The Parties agree that clause 19.1 survives the termination of this Agreement

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- 19.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 19.1 from its Inherent GAIC liability.

20. Commencement of Agreement

This Agreement commences on the date of this Agreement.

21. Amendment of Agreement

- 21.1 This Agreement may be amended in accordance with the Act.
- 21.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

22. Ending of Agreement

- 22.1 This Agreement ends:
- 22.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
 - 22.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 22.2 Notwithstanding clause 22.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 22.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 22.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 22.5 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land and Parent Titles.
- 22.6 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 22.7 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the



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Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

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Schedule 1

- Point Cook West Development Contributions Plan

Schedule 2

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project*	% of project costs	Provision Trigger	Infrastructure Project Value	Credit Value
PB03	Brownlow Drive Pedestrian Crossing - Construction of a signalised pedestrian crossing	100%	Prior to Statement of Compliance issuing for Stage 31	\$336,660 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this Agreement	\$336,660 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this Agreement
RD01	Construction of 2 lane carriageway for 212m, excluding intersections (interim treatment) between Hacketts Road and the Princes Freeway.	100%	Prior to Statement of Compliance issuing for Stage 16	\$914,750 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this agreement	\$914,750 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this agreement

* If necessary, the Infrastructure Project can be described by reference to the Approved Plans if they have been approved or some other drawing or plan relating to the Infrastructure Project.

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Schedule 3

Land Project

DCP Project No.	Description of Land Project*	% of project costs	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Agreed Land Value	Credit Value
RD-01	Land totalling 0.7208 hectares for Dunnings Road Reserve to enable construction of 2 lane carriageway for 212m excluding intersections (interim treatment) between Hacketts Road and the Princes Freeway.	100%	Prior to 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$1,441,600 calculated as \$2,000,000 per hectare x 0.7208 ha. This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$1,441,600 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
RD-02	Land for Dunnings Road overpass (ultimate treatment) comprising 1.9300 ha.	100%	Prior to 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$3,860,000 calculated as \$2,000,000 per ha x 1.93000. This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$3,860,000 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
IN01	Land for Dunnings Road/Hacketts Road intersection (ultimate treatment) comprising 0.7518 ha.	100%	Prior to the earlier of a Statement of Compliance issuing for Stage 16B or 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$1,503,600 calculated as \$2,000,000 per ha x 0.7518 ha. This is a 1 July 2017 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$1,503,600 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
IN03	Land for Dunnings Road/North South Connector intersection comprising 0.2000 ha.	100%	Prior to 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$400,000 calculated as \$2,000,000 per ha x 0.2000 ha. This is a 1 July 2017 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$400,000 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
PB02	Land for Princess Freeway	100%	Prior to a Statement of Compliance	Council	Power Gas Water	\$160,000 calculated as \$2,000,000 per ha x 0.0800 ha.	\$160,000 This is a 1 July 2017

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	Pedestrian Overpass (ultimate treatment) comprising .0800ha.		issuing for Stage 32 or 30 June 2018, whichever occurs earlier.		Drainage Telecomm unications Sewer	This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
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* If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project.

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Schedule 4

Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Open Space Contribution that the Owner is required to make under clause 52.01 of the Planning Scheme (in hectares)#	Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
	The land identified as Park in the Endorsed Plans as: 1.0000 hectare in Stage 11; 1.0070 hectares in Stage 27; 0.7959 hectares in Stage 32 and 0.1560 hectares in Stage 35, and not defined in the first S173 Agreement for the Upper Point Cook Estate dated 10 March 2016 with dealing number AM653790W.	Upon the issue of a Statement of Compliance for the stage within which the park is located within the Endorsed Plans	Wyndham City Council	All services including Power Gas. Water Drainage outfall. Telecommunications Sewer	2.3821 hectares which, when combined with the 0.6179 hectares required to be provided (but which was not fully provided) for the land defined in the first S173 Agreement for the Upper Point Cook Estate dated 10 March 2016 with dealing number AM653790W, equals 3.0000 hectares as required in the Precinct Structure Plan.	2.8789 hectares (which, when combined with the 0.2074 hectares provided for the land defined in the first S173 Agreement for the Upper Point Cook Estate dated 10 March 2016 with dealing number AM653790W, equals 3.0863 hectares **. It must be noted that 0.0800 hectares relating to the land component of PB02 - Land for Princes Freeway Pedestrian overpass as identified in Schedule 3 - has been included in the 0.8000 hectares shown for Park A in Stage 32 of the Endorsed Plans and does not form part of the 2.8789 hectares open space provision.	The Agreed Open Space Land Value is equivalent to the amount required to satisfy the Owner's obligation contained in clause 52.01 of the Planning Scheme. Accordingly, there is no equalisation payment.**

* If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.

** The parties agree, and have previously agreed, that there will be no reimbursement for the excess provision of 0.0863 hectares of passive open space and have also agreed as set out in clause 9.4.1 that there will be no reimbursement for any form of over provision

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Schedule 5

Land Specified for the purposes of clause 19.1

Project No.	Land Description	Plan Reference		
-	-	-	-	-

Schedule 6

Amount of Bank Guarantee: 5% of the Infrastructure Project Value identified in Schedule 2

Schedule 7

- Subject Land – Sneydes Road Point Cook West being ~~part~~ of the land contained and described in Certificates of Title Volume 11890 Folio 839, Volume 11888 Folio 104, Volume 11891 Folio 140, Volume 11680 Folio 159 and Volume 11655 Folio 040.
- Planning Permit No. WYP8199/15 issued on 27 August 2015
- Plannign Permit No. WYP8463/15 issued on 22 December 2015
- Planning Permit No. WYP8485/15 issued on 1 April 2016; and
- Planning Permit No. WYP9211/16 issued on 17 January 2017.

Schedule 8

Maintenance Period for defined categories of infrastructure

Infrastructure Project Category	Maintenance Period
All Infrastructure Projects	1 Year

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Signing Page

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

EXECUTED as an agreement.)

Signed for and on behalf of the **Wyndham**)
City Council pursuant to Instrument of)
Delegation dated 24 June 2013.)

.....
Date 13 / 9 / 17



Executed by Satterley Point Cook Pty Ltd
ACN 163 150 767 in accordance with s 127(1)
of the Corporations Act 2001 by authority of its
directors:

Signature of Director

Anthony Robert Carr

Print full name

Signature of Director/Company Secretary

Rossmore James Carmichael

Print full name

Mortgagee's Consent

Bank of Queensland Ltd as Mortgagee under instruments of mortgage nos. AN491171T and AL906084Y
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.

Michael Storer

Corporate Relationship Manager

P.O.A. dated 29/4/2002

Victorian - Book No 277 at Page 018 ITEM 26

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Annexure "A"
Open Space Plan

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 01 March 2023 10:13 AM

PROPERTY DETAILS

Address: **3 ISHAM STREET POINT COOK 3030**
Lot and Plan Number: **Lot 2630 PS749005**
Standard Parcel Identifier (SPI): **2630\PS749005**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **237267**
Planning Scheme: **Wyndham**
Directory Reference: **Melway 207 B3**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

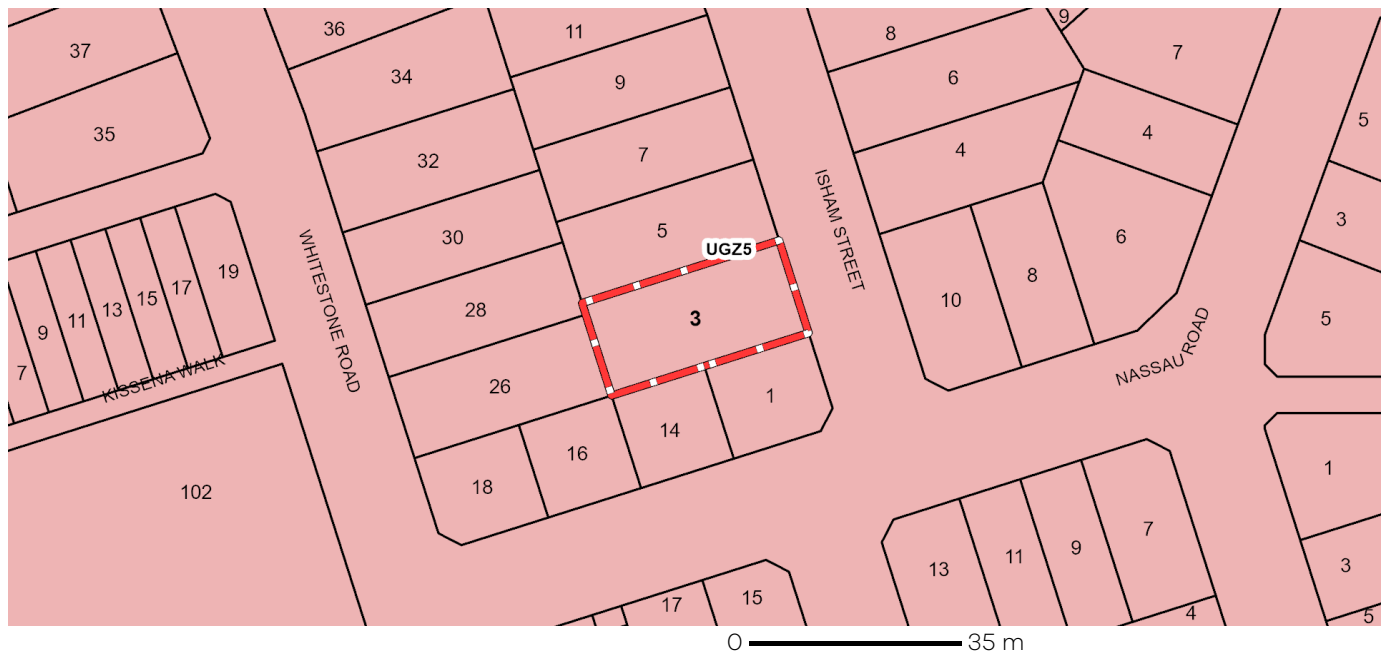
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



UGZ - Urban Growth

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

Planning Overlay

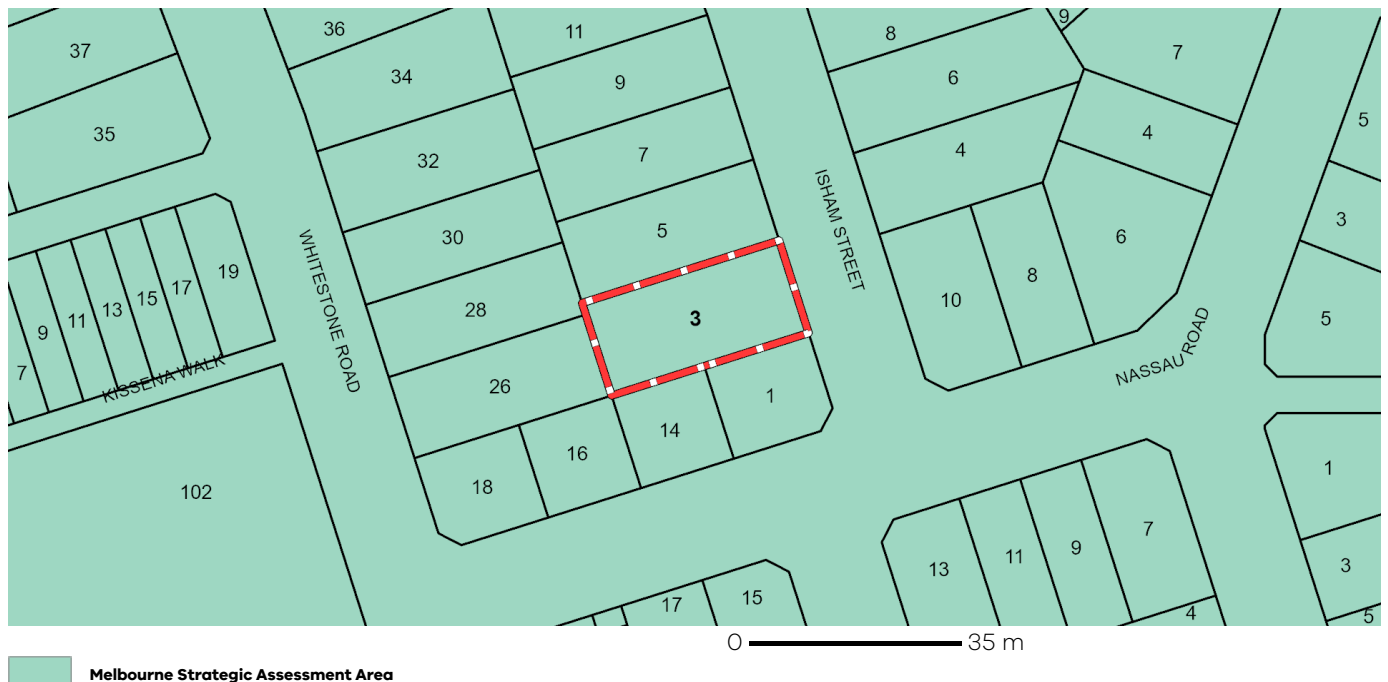
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 12 \(DCPO12\)](#)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



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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).

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>



Further Planning Information

Planning scheme data last updated on 23 February 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

This property is 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>.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

910474

APPLICANT'S NAME & ADDRESS

WONDERS LEGAL C/- TRISEARCH (SMOKEBALL) C/-
LANDATA
MELBOURNE

VENDOR

HU, GUANGSHENG

PURCHASER

N/A, N/A

REFERENCE

427003

This certificate is issued for:

LOT 2630 PLAN PS749005 ALSO KNOWN AS 3 ISHAM STREET POINT COOK
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 12

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

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

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

28 February 2023

Sonya Kilkeny
Minister for Planning

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

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

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

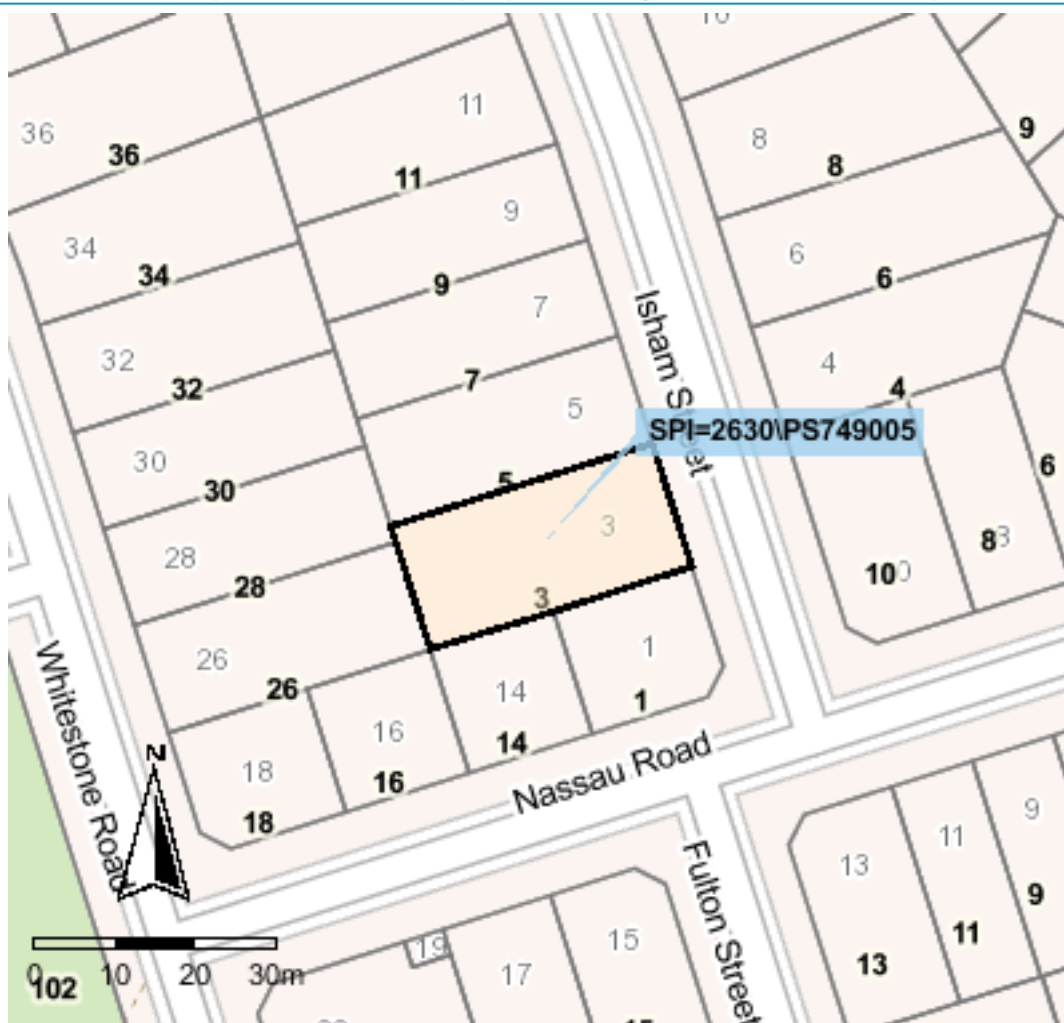
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Wonders Legal C/- triSearch (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 427003

NO PROPOSALS. As at the 28th February 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

3 ISHAM STREET, POINT COOK 3030
CITY OF WYNDHAM

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

Date of issue: 28th February 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 68056680 - 68056680112033 '427003'



Civic Centre
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Facsimile
Email

(03) 1300 023 411
(03) 9741 6237
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 427003

Our Ref: w2023C33123

28 February 2023

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 3 Isham Street POINT COOK VIC 3030

A search of Building Services records for the preceding 10 years has revealed the following building history.

Permit No	Building Type	Permit Date	Occupancy/Final No.	Occupancy/Final Date
2018/15675/0	Single Storey Dwelling and Garage	17/10/2018	AP16468	14/10/2019

Determinations made under Regulation 64(1) or exemptions granted under regulation 231(2)

Council has no records of any determinations or exemptions granted. Check current Building or Occupancy Permits for these details.

Outstanding orders or notices

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

Personal safety

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

Failure to comply with either of these requirements may result in significant fines and Court prosecution.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email mail@wyndham.vic.gov.au.

Yours faithfully,



PHILIP WILSON
CO ORDINATOR BUILDING SERVICES

Your Ref: 427003

Our Ref: wLIC01491/23

Date: 28/02/2023

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2023
Assessment No: 237267
Certificate No: wLIC01491/23
All Enquiries and Updates to 1300 023 411



Property Description: V 11989 F 987 L 2630 PS 749005 Tarneit Parish
AVPCC Code: 110 - Detached Home
Property Situated: 3 Isham Street
POINT COOK VIC 3030

Site Value	\$550000	CIV	\$740000	NAV	\$37000
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The level of valuation is 01/01/2022.

The Date Valuation was adopted for rating purposes is 01/07/2022.

Total Arrears		\$4.73
Current Year's Rates		
General DL Rates		\$1687.20
Municipal Charge		\$48.15
Garbage Charge		\$353.00
Fire Services Levy		\$117.18
Current Rates Levied	\$2205.53	
Less Payments		(\$1645.26)
Balance Outstanding		\$565.00

TOTAL OUTSTANDING	\$565.00
--------------------------	-----------------

Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT: Landata

RECEIVED THE SUM OF \$27.80 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE: wLIC01491/23



Mary-Jane Moala/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Bill Code: 76869

Customer Reference Number: 2189689

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 2189689

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a **copy of this LIC** to PO Box 197, Werribee, VIC 3030





Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1253 3562 3113

DATE OF ISSUE - 28/02/2023

APPLICATION NO.

1105002

LANDATA COUNTER SERVICES

YOUR REF.
68056680-026-1

SOURCE NO. 99904685210

PROPERTY: 3 ISHAM STREET POINT COOK VIC 3030

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of one hundred and thirty eight dollars and sixty seven cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2022 - 30/06/2023	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	109.68	Quarterly	31/03/2023	82.26	0.00
PARKS SERVICE CHARGES	81.60	Annually	30/06/2023	81.60	0.00
WATER NETWORK CHARGE RESIDENTIAL	206.28	Quarterly	31/03/2023	154.71	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	238.72	Quarterly	31/03/2023	179.04	0.00
TOTAL	636.28			497.61	0.00

Service charges owing to 30/06/2022 0.00

Service charges owing for this financial year 0.00

Adjustments 0.00

Current amount outstanding 0.00

Plus remainder service charges to be billed 138.67

BALANCE including unbilled service charges 138.67

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code: 8789
Reference: 1253 3562 3113



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1253 3562 3113

DATE OF ISSUE - 28/02/2023

APPLICATION NO.

1105002

This statement does not include any volumetric charges from 10/12/2019. This property was recorded as having been occupied by a tenant from this date.

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

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

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1253 3562 3113

DATE OF ISSUE - 28/02/2023

APPLICATION NO.

1105002

Information given pursuant to section 158 of the Water Act 1989

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

Please note that the property is in an area designated by Greater Western Water for the provision of a recycled water supply in addition to drinking water and sewerage services. The conditions of connection for recycled water are available on our web site at www.gww.com.au. Should you require further information, please contact Greater Western Water on 13 44 99 or by emailing to contact@gww.com.au.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line extending to the right.

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

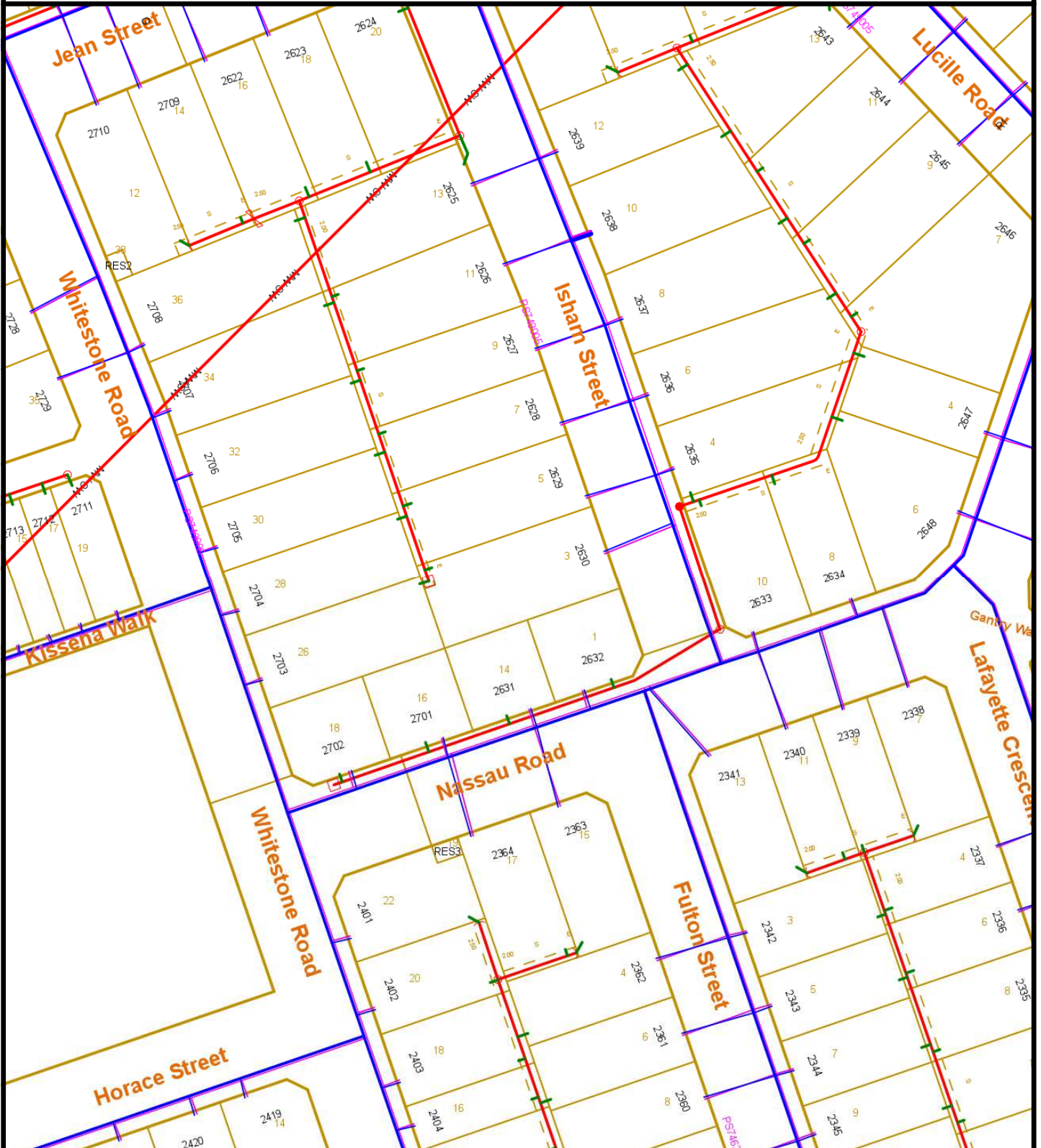
Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

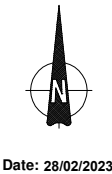
3 ISHAM STREET POINT COOK 3030

Application No. 1105002



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole



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

Property Clearance Certificate
Taxation Administration Act 1997



INFOTRACK / WONDERS LEGAL

Your Reference:	WL:23:3385
Certificate No:	60835077
Issue Date:	28 FEB 2023
Enquiries:	ESYSPROD

Land Address: 3 ISHAM STREET POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: GUANGSHENG HU
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

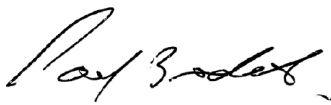
Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$740,000
SITE VALUE:	\$550,000
AMOUNT PAYABLE:	\$6,284.62



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 60835077

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$875.00

Taxable Value = \$550,000

Calculated as \$375 plus (\$550,000 - \$300,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 60835077

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 60835077

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 60835077

Land Address: 3 ISHAM STREET POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44993792	2630	749005	11989	987	\$6,284.62

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
GUANGSHENG HU	2023	\$550,000	\$1,294.12	\$0.00	\$1,294.12
GUANGSHENG HU	2022	\$480,000	\$960.00	\$0.00	\$960.00
GUANGSHENG HU	2021	\$470,000	\$2,073.04	\$0.00	\$2,073.04
GUANGSHENG HU	2020	\$440,000	\$1,957.46	\$0.00	\$1,957.46

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Total Amount Payable for Property:	44993792	\$6,284.62
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CONSULTING BUILDING SURVEYORS
Suite 1/88 High St Berwick Vic 3808
PH: (03) 9798 2755 FAX: (03) 9798 1884
Mobile: 0408 176 132 Inspections: 9798 2755

Building Act 1993
BUILDING REGULATIONS 2006
Regulation 313

BUILDING PERMIT

Issued to:

Owner Land: Guangsheng He O.B. Consent No. _____
Postal Address: Road 501 Beimen No. 11 Postcode: _____
Contact Person: Province China Telephone: _____

Properties Details:

Number: 3 Street/Road: 1stam Street City/Suburb/Town: Pent Cok
Lot/s: 2630 LP/PS: _____ Volume: _____ Folio: _____
Crown Allotment: _____ Section: _____ Parish: _____ County: _____
Municipal District: City of Wyndham Allotment Area: _____ m²

Building Practitioners and/or Architects:

(a) To be engaged in Building Work ¹

Builder Name: Mustafa Yotenc Category: DBU Registration No: 30449
Builder Company: Symmetrie Homes Tel: _____
Builder Address: 33 Kilmurray Drive Port Melbourne
Details of Domestic Building Insurance: _____

(b) Who are engaged to prepare documents forming part of the application for this permit ²

Name: Alex Sargioanni Category: EC Registration No: 22626
Name: _____ Category: _____ Registration No: _____

Details of Relevant Planning Permit:

Planning Permit No.: N/A Date of Grant of Planning Permit: N/A

Nature of Building works:

* Construction of new building, extension, alteration, change of use, demolition, removal or re-erection of a building
Circle if applicable or give other description

Stage of Building work permitted: Construction of 1st Dwelling and 1st/1st + garage

Value of Building Work: \$ 330,000 Total floor area of new building work: _____ m²

Building Classification:

Part of Building: Whole BCA Classification³: 1a(1) Description⁴: Dwelling
Part of Building: _____ BCA Classification³: _____ Description⁴: _____
Part of Building: _____ BCA Classification³: _____ Description⁴: _____

Bushfire Attached Level: BAL-12.5, BAL-19, BAL-29, BAL-40, BAL-FZ, Section 10, Regulations 608, (Not Applicable (N/A))

Dwelling Details:

No. of existing dwellings: Nil No. of dwellings to be demolished: N/A No. of storey: 1
Ground floor materials: concrete No. of dwellings to be constructed: 1 Frame material: timber
Roof cladding material: Tile External wall material: Brick
Rainwater Tank: YES / NO Solar Hot Water: YES / NO Recycle Water: YES / NO

If applicable, Alternative Solutions Requirement of NCC: _____ NCC Clause: _____

If applicable, Building Appeals Board Determination: _____

Inspection Requirements:

The mandatory notification stages are: Footings, frame, and, stormwater.

Occupation of Building:

An occupancy permit / certificate of final inspection* is required prior to the occupation of this building

Commencement or Completion:

This building must be commenced by: 17/10/2019 This building must be completed by: 17/10/2020

Relevant Building Surveyor:

Name: Mr. Frank S. Coco (aka Sam Coco) Registration No: BSU 1082
Permit No: BSU1082/2018 11567510 Date of Issue of Permit: 17/10/2018
Signature: _____



SFC Consulting Building Engineers
 Suite 1/86 High Street, Berwick, VIC 3806
 Phone: 03 9796 2755 • Fax: 03 9796 1884
 Email: info@sfcconsulting.com.au

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: 3	Street/Road: Isham Street	Suburb: Point Cook	Postcode: 3030
Lot/s: 2630	LP/PS: 749005N	Volume: 11989	Folio: 987
Crown: allotment	Section: No	Parish:	County:
Municipal District: Wyndham City Council			

Building permit details

Building permit number: **BSU1082/15675/0**

Version of BCA applicable to building permit:

Building Details

Part of building to which permit applies: **single storey dwelling. Class 1a(i) with garage All parts** Permitted use: **residential**

BCA Class of building: **1ai** Maximum permissible floor live load: **1.5**

Maximum number of people to be accommodated: **0**

Storeys contained: **1** Rise in storeys (for Class 2-9 buildings):

Effective height: Type of construction:

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation.

NOTES


In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. In the case where this permit is issued in relation to a place of public entertainment it is evidence that the place to which it applies is suitable for occupation for the purpose of the public entertainment for which it is issued. This occupancy permit is not evidence of compliance with the Building Act 1993 or the Building Regulations 2009.

For class 9 buildings the owner must ensure that this permit is displayed in the approved location.

Regulation 1208 (not applicable to Class 1a or 10 buildings) of the Building Regulations 2009 provides that an owner of a building who is required under an occupancy permit or regulation to maintain an essential service must-

- (a) maintain records of maintenance checks; and
- (b) complete an essential services report in accordance with regulation 1209 before each anniversary of the date of occupancy permit or determination under regulation 1207; and
- (c) keep all essential service reports and records of maintenance checks on the premises for inspection by the municipal building surveyor or chief officer at any time on request. PENALTY: 10 penalty units

Relevant building surveyor

Name:	Sam F Coco
Address:	Suite 1/86 High Street, Berwick, Vic. 3806
Email:	sfcbuildingpermits@gmail.com
Building practitioner registration no.:	BSU1082
Municipal district name:	Wyndham City Council
Occupancy Permit no.	AP16468
Date of issue:	14 October 2019
Signature:	

Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Certificate No: AIBWCI1261903

Date of Issue: 01 October 2018

SYMMETRIC HOMES PTY LTD
33 WIRRAWAY DRIVE
PORT MELBOURNE
VIC 3207

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under section 135 of the Building Act 1993 namely Builders Home Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

Business Name: SYMMETRIC HOMES PTY LTD

ABN/ACN No: 68133114628

VBA Company Registration Number:

Practitioner Name: MUSTAFA YORENC (DB-U 30449)

DETAILS OF WORKS

Building Owner (The Insured): Guangsheng Hu

Site Address: Lot 2630 Isham St, Point Cook, Vic, 3030

Description of Works: Residential - New Build

Fixed Price Contract Dated: 28 August 2017

Declared Contract Price: 330,000

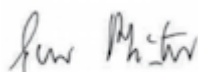
Estimated Start Date: 22 October 2018

Estimated Completion Date: 22 October 2019

Building Surveyor SFC Building Consulting

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in this to the Building Owner.

Signed for and on behalf of the Insurer:



Gregor Pfitzer, Chief Executive Officer, Assetinsure Pty Ltd

NOTE: IN THE EVENT OF THIS PROPERTY BEING SOLD TO A SUBSEQUENT OWNER, ANY CLAIMS PAID UNDER THIS POLICY SHOULD BE DECLARED TO THE SUBSEQUENT PURCHASERS.