Contract of Sale of Land

Property

3 Kittyhawk Road, Point Cook VIC 3030

Wonders Legal
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MELBOURNE VIC 3004
Tel: +61 3 9867 3111
Fax: +61 3 8080 3277
Ref: HX:CC:WL:25:4312

Contract of Sale of Land

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.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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 ..../………../20

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 ..../………../20

Print names(s) of person(s) signing: **Bin ZHU & Yulai ZHAO**

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 8103 Mob: Fax: 03 8677 3332 Ref:

Vendor

Name: **Bin ZHU & Yulai ZHAO**

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:25:4312

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	11899	Folio	607	232	744875H

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 Kittyhawk Road, 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 on signing hereof (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 statues 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 – 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 11 – 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.

c) G.C 21.2(a) is amended by substituting the words "designates it as a major building defect" with "designates it as a major structural building defect".

☒ **Special condition 12 – 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 13 – 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 14 – 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.

☒ **Special condition 15- Deposit**

In the event the purchaser fails to pay the full deposit monies on the due date, this Contract is voidable at the option of the vendor.

☒ **Special condition 16 – Mathematical Error(s) in Adjustments of Outgoings**

The vendor and the purchaser agree that if any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on the date of settlement, the parties agree that upon being requested by the other party not notice in writing, the correct calculation shall be made and paid to the party to whom it is payable. This clause shall not merge on the date of settlement.

☒ **Special condition 17 – License Agreement**

The purchaser acknowledges that should a licence agreement is requested and agreed to by the vendor, the agreement must be prepared by the Vendor's legal practitioner at the cost of the purchaser. The fee to prepare the agreement is $380 plus GST and shall be adjusted for and payable on the date of settlement.

☒ **Special condition 18 – Solar Panels**

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

20.1 whether or not any benefits are currently provided to the vendor by agreement with the energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

20.2 the purchaser will negotiate with the energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

20.3 the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panelts; and

20.4 neither the vendor nor the vendor's estate agent has made any representations or warranties with respect ot the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input ot the electricity grid, any benefits arising from and electricity generated by the solar panrls, or otherwise; and

20.5 the purchaser acknowlegs that any current arrangements with the energy supplier will cease on the date of settlement.

☒ **Special condition 19- Land Tax**

If the Day of Sale is on or after 1 January 2024, land tax is not adjustable between the vendor and the purchaser at settlement. Furthermore, General Condition 23.2(b) shall not apply.

☒ **Special condition 20- GST Withholding Notice**

Vendor/supplier GST withholding notice

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

To: purchaser/recipient

Property address: 3 Kittyhawk Road, Point Cook VIC 3030

Lot no: 232

Plan of Subdivision: 744875H

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

☒ **Special condition 21 – Christmas Closure**

If the settlement date as stipulated in the Particulars of Sale of the Contract of Sale falls on a date during the period of 23rd December 2025 – 9th January 2026 (both inclusive) (Holiday Closure Period), then settlement will automatically fall on next the business day after the Holiday Closure Period.

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.

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.

THIS DEED dated day of 20

BETWEEN (Vendor)

AND (Purchaser)

AND (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;

2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;

3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and

4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

Guarantor

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 (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 Kittyhawk Road, Point Cook VIC 3030**

Vendor's name **Bin ZHU**

Date 2025 10月02

Vendor's signature

Vendor's name **Yulai ZHAO**

Date 2025 10月02

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

1.5 **Commercial and Industrial Property Tax Reform ACT 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ 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 section 192A of 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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

Note: The Vendor may terminate their services account with the service provider before the date of settlement, and the purchaser will have to have the services reconnected at its own costs.

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 1000m² ; (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 AF293548U (AGREEMENT);
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. Greater Western Water: Water Information Certificate;
11. State Revenue Office: Land Tax Certificate;
12. Building Permit;
13. Occupancy Permit;
14. Certificate of Insurance;
15. Residential Tenancy Agreement.

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

VOLUME 11899 FOLIO 607

Security no : 124125407496H
Produced 17/06/2025 03:45 PM

LAND DESCRIPTION

Lot 232 on Plan of Subdivision 744875H.
PARENT TITLE Volume 11899 Folio 442
Created by instrument PS744875H 19/07/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
BIN ZHU
YULAI ZHAO both of ROOM 101 BUILDING 1 NO 1288 XIETU ROAD SHANGHAI CHINA
AQ127490L 09/08/2017

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS744875H 19/07/2017

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
AF293548U 23/08/2007

DIAGRAM LOCATION

SEE PS744875H 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 KITTYHAWK ROAD POINT COOK VIC 3030

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS744875H**
Number of Pages (excluding this cover sheet)	**6**
Document Assembled	**17/06/2025 15:45**

PLAN OF SUBDIVISION

EDITION 1

PS 744875H

LOCATION OF LAND

PARISH: DEUTGAM
TOWNSHIP: -
SECTION: F
CROWN ALLOTMENT: 6 (PART) & 7 (PART)
CROWN PORTION: -
TITLE REFERENCE: C/T VOL 11899 FOL 442

LAST PLAN REFERENCE: LOT A ON PS 727163S

POSTAL ADDRESS: POINT COOK HOMESTEAD ROAD
(at time of subdivision) POINT COOK 3030

MGA CO-ORDINATES: E: 303 270 ZONE: 55
(of approx centre of land in plan) N: 5 801 460

Council Name: Wyndham City Council

Council Reference Number: WYS3525/15
Planning Permit Reference: WYP6586/13
SPEAR Reference Number: S078987T

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 07/07/2016

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made

Digitally signed by: Annette Susan Monk for Wyndham City Council on 23/11/2016

Statement Of Compliance issued: 10/07/2017

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R-1	WYNDHAM CITY COUNCIL

NOTATIONS

DEPTH LIMITATION 15.24 metres below the surface

SURVEY:
This plan is based on survey

STAGING:
This is not a staged subdivision
Planning Permit No. WYP 6586/13

This survey has been connected to permanent marks No(s). 68 & 153

In Proclaimed Survey Area No. -

Notations

This is a SPEAR Plan.

Land being subdivided is enclosed within thick continuous lines.

Lots 1 to 200 (both inclusive) and Lot A have been omitted from this plan.

Other Purpose of this Plan
To remove by agreement the Easement E-5 (Powerline) created in PS 727163S in favour of Powercor Australia Limited via Section 6 (l) (K) (IV) of the Subdivision Act 1988.

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	2	PS 727163S	City West Water Corporation
E-2	Drainage	2	PS 727163S	Wyndham City Council
E-3	Sewerage	2	This Plan	City West Water Corporation
E-4	Sewerage	2.50	This Plan	City West Water Corporation

CATALINA ESTATE - STAGE 2 (55 LOTS) AREA OF STAGE - 2.891ha

spiire
469 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spiire.com.au

SURVEYORS FILE REF: 302067SV00

ORIGINAL SHEET SIZE: A3

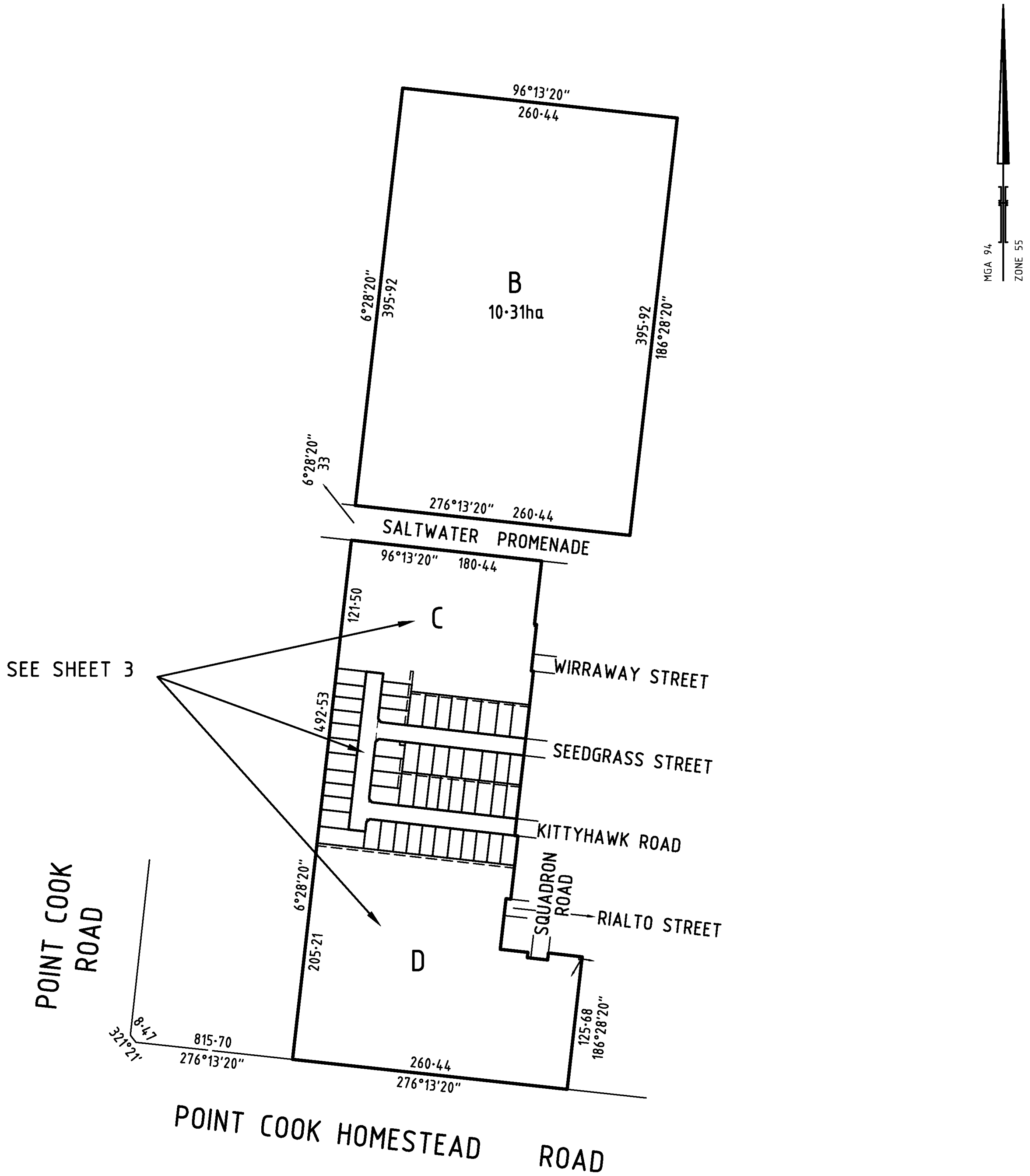
SHEET 1 OF 6

Digitally signed by: Terry John Mawson (Spiire Australia Pty Ltd),
Surveyor's Plan Version (6),
08/09/2016, SPEAR Ref: S078987T

PLAN REGISTERED
TIME: 3:36PM DATE: 19/07/2017
Assistant Registrar of Titles

Amended by: Terry John Mawson, 17/07/2017.

PS 744875H



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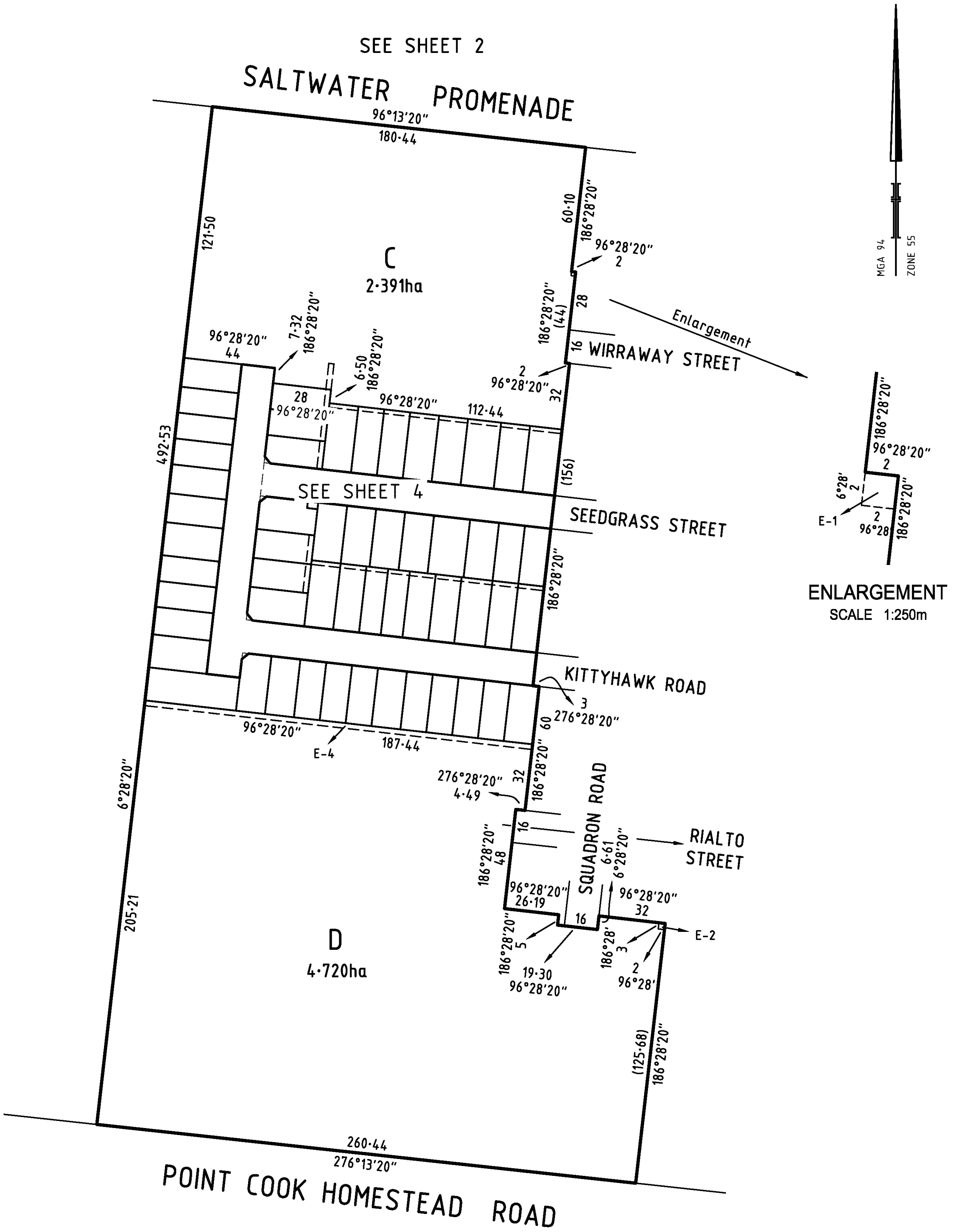
	Digitally signed by: Terry John Mawson (Spiire Australia Pty Ltd), Surveyor's Plan Version (6), 08/09/2016, SPEAR Ref: S078987T		Digitally signed by: Wyndham City Council, 23/11/2016, SPEAR Ref: S078987T	

Amended by: Terry John Mawson, 17/07/2017.

PS 744875H



SCALE 1: 2000	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3

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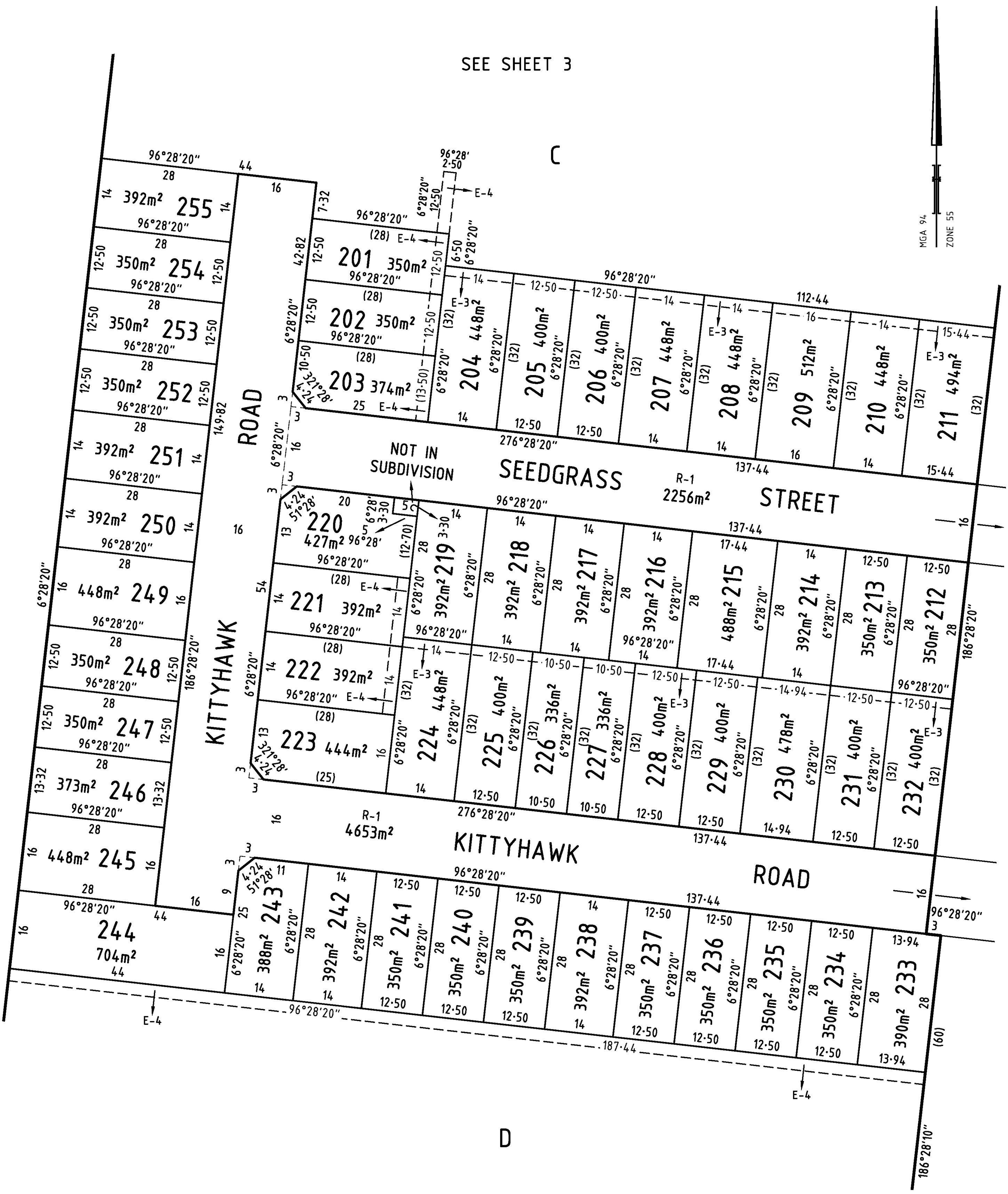
Surveyor's Plan Version (6),
08/09/2016, SPEAR Ref: S078987T

Digitally signed by:
Wyndham City Council,
23/11/2016,
SPEAR Ref: S078987T

Amended by: Terry John Mawson, 17/07/2017.

PS 744875H



spiire	469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au	SCALE 1: 750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
		Digitally signed by: Terry John Mawson (Spiire Australia Pty Ltd), Surveyor's Plan Version (6), 08/09/2016, SPEAR Ref: S078987T		Digitally signed by: Wyndham City Council, 23/11/2016, SPEAR Ref: S078987T	

Amended by: Terry John Mawson, 17/07/2017.

CREATION OF RESTRICTION 1

Land to Benefit: Lots 201 to 255 (both inclusive)
Land to be Burdened: Lots 201 to 255(both inclusive)

DESCRIPTION OF RESTRICTION

Except with the written consent of Potter George Pty Ltd or in all other instances with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision, the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:

ORIENTATION AND SLOPE

1 modify the existing slope of a lot:
- (a) in a way which affects the structural integrity of an adjoining lot(s); and
- (b) without first obtaining professional advice and Council approval (where Council approval is required).

PRIMARY DWELLING CONSTRUCTION AND GENERAL DESIGN PRINCIPLES

2 build or allow to be built on a lot:
- (a) more than one private dwelling house together with the usual outbuildings;
- (b) a dwelling house that does not have either a flat or minimum 22.5% roof pitch;
- (c) a dwelling house of which the front facade is constructed with more than 75% of any one material or colour.

GARAGE

3 build or allow to be built:
- (a) on a lot greater than or equal to $445m^2$ in area, a dwelling house which does not, prior to occupation, have constructed at least one roofed and fully enclosed garage capable of accommodating a minimum of two passenger vehicles; and
- (b) on a lot less than $445m^2$ in area, a dwelling house which does not, prior to occupation, have constructed at least one roofed and fully enclosed garage capable of accommodation a minimum of one passenger vehicle.

4 build or allow to be built a garage which does not have direct access from the approved vehicle crossover.

5 build or allow to be built a garage opening which is wider than 60% of the frontage width of the lot or wider than 7 metres.

OUTBUILDINGS

6 build or allow to be built on the lot outbuildings (including any garage, workshop, garden shed, storage shed, gazebo or other outbuilding) unless such outbuilding has a maximum height of 3.6m at the ridge line, measured from the natural ground level, and such outbuilding is located so as to minimise its visual impact.

7 allow any clothes line and drying areas, outbuildings or part thereof to be visible from the street or any public open space.

FENCING

8 build or allow to be built a front fence.

9 build or allow to be built any side and rear fence:
- (a) which is higher than 1.95m;
- (b) unless constructed of timber palings with exposed posts on both sides and a timber cap;
- (c) any side fence which is set back less than 4 metres from the front street. This does not apply if a side boundary forms the rear lot boundary of an adjoining lot;
- (d) which is not returned at 90° to that boundary to connect with the side of the dwelling house or garage wall;
- (e) which is more than 60% in length, of the side street frontage of any corner lot.

10 build or allow to be built a retaining wall on any street frontage that is more than 1.2 metres in height measured from the footpath.

LANDSCAPING

11 allow the front yard of a lot to remain unlandscaped for more than 3 months from the date of issue of the occupancy permit for a dwelling house.

SWIMMING POOLS

12 build or allow to be built a swimming pool which impacts on the structural integrity of the adjoining lot's retaining walls or batter slopes.

SATELLITE DISHES/EXTERNAL UNITS

13 locate fixtures such as (but not limited to) satellite dishes, TV aerials, external hot water services, air conditioning units, evaporative cooling units, heating units and pumps, unless the location minimises their visual impact on any street or public open space.

PLANT & EQUIPMENT

14 locate ground mounted plant and equipment such as (but not limited to) heating and cooling units, swimming pools, clothes hoists and washing lines unless the location minimises their visual impact on any street or public open space.

CREATION OF RESTRICTION 1 (CONTINUED)

WATER TANKS

15 locate a water tank on a lot unless the location minimises their visual impact on any street or public open space, and maximises the collection of water.

BINS

16 store bins on a lot so that they are visible from any street or public open space.

BOATS AND CARAVANS

17 park boats, caravans, trucks, trailers or unroadworthy vehicles on a lot so that they are visible from any street or public open space.

SIGNAGE

18 erect, permit or allow to be erected or to remain erected on the lot any advertisement, hoarding, sign or similar structure and will not permit the lot or any building or buildings constructed thereon to be used for the display of any advertisement, sign or notice provided that this restriction shall not prevent the erection of a signboard that the lot is for sale and shall not prevent the display of the nameplate or light of any medical practitioner, dentist, legal practitioner or other such professional trade or business nameplate.

DELIVERY OF BUILDING MATERIALS

19 allow any building materials to be delivered or stored on the nature strip or anywhere outside the Title boundary of the lot, upon which the dwelling house is being constructed, and allow any rubbish to remain unsecured on the lot.

EXPIRY OF RESTRICTION

20 This restriction will cease to affect the Lot on and from the day which is 5 years after registration of this plan.

CREATION OF RESTRICTION No.2

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

Table of Land Burdened and Land Benefited :

BURDENED LOTS	BENEFITED LOTS	BURDENED LOTS	BENEFITED LOTS
201	202, 204	202	201, 203, 204
203	202, 204	204	201, 202, 203, 205
205	204, 206	206	205, 207
207	206, 208	208	207, 209
209	208, 210	210	209, 211
211	210	212	213, 232
213	212, 214, 231	214	213, 215, 230
215	214, 216, 228, 229, 230	216	215, 217, 227, 228
217	216, 218, 226, 227	218	217, 219, 225, 226
219	218, 220, 221, 224	220	219, 221
221	219, 220, 222, 224	222	221, 223, 224
223	222, 224	224	219, 221, 222, 223, 225
225	218, 224, 226	226	217, 218, 225, 227
227	216, 217, 226, 228	228	215, 216, 227, 229
229	215, 228, 230	230	214, 215, 229, 231
231	213, 230, 232	232	212, 231
233	234	234	233, 235
235	234, 236	236	235, 237
237	236, 238	238	237, 239
239	238, 240	240	239, 241
241	240, 242	242	241, 243
243	242, 244	244	243, 245
245	244, 246	246	245, 247
247	246, 248	248	247, 249
249	248, 250	250	249, 251
251	250, 252	252	251, 253
253	252, 254	254	253, 255
255	254		

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 number AA3098 which memorandum of common provisions is incorporated into and by this plan.

This restriction will cease to affect the Lot on and from the day which is 5 years after registration of this plan.

Imaged Document Cover Sheet

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OFFICE OF TITLES D.V. VICTORIA

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

Section 181 Planning and Environment Act 1987

Lodged by

Name: BEST HOOPER

Phone: 9670 8951

Address: 563 LITTLE LONSDALE ST, MELBOURNE

Ref: 04854 JDC: 0609.1398

Customer Code: 04854.

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: Certificates of title Volume 10328 Folio 045, Lot 6 on Plan of Subdivision 442992M

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: M. Dall

Name of officer: Ian Robins

Office held: A/Chief Executive Officer

Date: 26 July 2007

V6 290307

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PLANNING AGREEMENT

Parties

FARANDA NOMINEES PTY LTD and

VINCENT JOHN FARANDA &

NADIA MARIA FARANDA

("the Owner")

and

WYNDHAM CITY COUNCIL
("the Responsible Authority")

THIS AGREEMENT is made the 2nd day of July 2007 pursuant to Section 173 of the *Planning and Environment Act* 1987 (**"the Act"**).

PARTIES:

1. **WYNDHAM CITY COUNCIL** of Civic Centre, 45 Princes Highway, Victoria 3053 (**"the Responsible Authority"**); and

2. **FARANDA NOMINEES PTY LTD** of 825 Aviation Road, Werribee, Victoria, 3030 as to one of a total of two equal undivided shares and **VINCENT JOHN FARANDA** and **NADIA MARIA FARANDA** as to the other of the other two equal undivided shares (collectively referred to as "the Owner").

RECITALS:

A. The Responsible Authority is responsible for the administration and enforcement of the Wyndham Planning Scheme (**"the Planning Scheme"**) pursuant to the provisions of the Act.

B. The Owner is the registered proprietor of the land known as Lot 6 on Plan of Subdivision 138922 Point Cook Homestead Road, Point Cook and described in Certificates of Title Volume 10328 Folio 045 and Volume 9459 Folio 268.

C. The Owner and the Responsible Authority agree that development contributions shall be made generally in accordance with the Infrastructure Financing Policy in the Wyndham Planning Scheme and 'The Policy Framework for Infrastructure Financing in the City of Wyndham' dated 21 October 1996 or any subsequent replacement policy.

D. The Owner and the Responsible Authority record their agreement on the terms set out in this Deed.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the *Planning and Environment Act* 1987 (**"the Act"**).

2. This Agreement shall come into force immediately upon execution by the parties and shall run with the Title to the Land.

Interpretation

The parties agree that in the interpretation of this Agreement:

3.1 The expression **"Owner"** shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner in respect to the land of which it is registered as proprietor shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land (**"the Successors"**) as if each of those Successors had separately executed this Agreement;

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3.2 **"Community Infrastructure"** means facilities such as community meeting and activity centres, tennis courts, change rooms and other physical enhancements to sporting fields, but excludes the facilities in **"Other Development Infrastructure"**;

3.3 **"Neighbourhood and Sporting Open Space"** means open space required of residential developments. It is 7.5% of developable area, in lieu of the 5% required under the Subdivision Act, for acquisition of land for the required range of neighbourhood and sporting parks, as outlined more fully in the Notes to Schedule A;

3.4 **"Other Development Infrastructure"** means facilities including maternal and child health centres, pre-schools, playgrounds and basic development of open space, including sports grounds;

3.5 **"Roads and Major Pathways"** means road and traffic works on arterial and sub-arterial roads and major connecting pathways that need to be provided or upgraded as a consequence of urban development in the Point Cook area and more particularly in the area included in the Point Cook Concept Plan Addendum 2006, including the development and use of the Subject Land;

3.6 **"Subject Land"** means the land referred to in Recital B.

3.7 **"Development area"** means the total area comprising of approximately 277 hectares contained in the following titles: Lots 5-7, LP138922, Lot 2, LP442992, Lots 1-4, LP200002

3.8 **"Village Precinct"** includes the retail centre, the primary school, the local sports ground and the community centre contained within the Development Area.

4. The parties agree that in the interpretation of this Agreement:

4.1 The singular includes the plural and the plural includes the singular.

4.2 A reference to a gender includes a reference to each other gender.

4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.

4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally.

4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.

4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

4.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

4.8 A reference to the words **"Planning Scheme"** includes any planning control in the form of or similar to a planning scheme and being a successor to the Wyndham Planning Scheme;

4.9 A reference to the words **"Responsible Authority"** includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

Jurisdiction

5. For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

Severability

6. Notwithstanding clause 1, and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.

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

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Undertakings of the Parties

8. The Owner agrees:

(a) to make contributions towards the provision of infrastructure as set out in Schedule A to this Agreement;

(b) to set aside the land required for the road reservation to be transferred to the Responsible Authority for the construction of the new sub-arterial road in the location as shown in Appendix A;

(c) that area referred to in 8(b) has a width of 33 metres, runs east-west for approximately 260.5 metres, extending across the entire width of the Subject Land and located no further than 429 metres south of the northern boundary of the Subject Land;

(d) that the area required by 8(c) is to be created as a carriageway and service easement, in the favour of the Responsible Authority, within six months after the approval of Planning Scheme Amendment C81 to the Wyndham Planning Scheme by the Minister for Planning;

(e) that the area required by 8(c), once created as a carriageway and service easement can be used to provide physical infrastructure services required for the residential development after the design of the road has been agreed and approved by the Responsible Authority;

(f) that the area required by 8(c) to be created as a road reservation and transferred to the Responsible Authority within six months of being served a written notice from the Responsible Authority or delegate to the landowner of the subject land;

(g) that the area required by 8(c) will be kept free of any new buildings or major works, except for in 8(e), and any existing infrastructure located in the area required by 8(c) will be relocated onto the Owner's land or demolished, at the Owner's expense, prior to the land being transferred to the Responsible Authority;

(h) to bear all costs associated with the creation of a carriageway easement and the transfer of the land described in 8(c) to the Responsible Authority;

(i) that the new sub-arterial road must be constructed from Point Cook Road to and across the frontage of the Village Precinct, to the satisfaction of the Responsible Authority, prior to the issue of a Statement of Compliance for the 501st lot in the Development Area;

(j) that with the exception of any existing dwelling on the Subject Land and two new local road access intersections on Point Cook Homestead Road, temporary access will only be permitted to facilitate residential subdivision of the Subject Land from Point Cook Homestead Road until such time as the new sub-arterial road is constructed;

(k) that no direct access to new residential lots will be permitted from Point Cook Homestead Road;

(l) that the Point Cook Homestead Road must be upgraded to a two lane urban standard from Point Cook Road to the eastern boundary of the Subject Land, to the satisfaction of the Responsible Authority, prior to a Statement of Compliance being issued for the first residential subdivision of the Subject Land;

(m) that the Subject Land shall be developed to a density of at least 15 dwellings per net developable hectare as defined in this agreement;

(n) that part of the 7.5% public open space requirement will be a 0.75 ha land contribution, in the form of a single neighbourhood park on the subject site. Based on a gross developable area of 21.89 ha, a 0.75 ha land contribution represents 3.4% of the public open space requirement. The balance of the public open space requirement of 4.1% will be in for of a cash contribution payable to the Responsible Authority in accordance with Section 8 (o);

(o) that the value of the land for the 4.1% cash contribution required in 8(n) shall be fixed at the value of $500,000 per hectare adjusted by the increase in the Consumer Price Index (All Groups Melbourne) between the September 2006 Quarter and the most recently issued Quarterly Index prior to the date on which the cash payment is to take place. The

Owner acknowledges that it has accepted the basis for establishing the value at which land is to be acquired as set out in this clause because it represents the same basis as that used by the Responsible Authority to assess the level of the various contributions payable by the Owner pursuant to this Agreement;

(p) that the 7.5% public open space has been calculated on a gross developable area of 21.89 ha. However, if the gross developable area changes during the course of the project, the cash contribution may be adjusted in settling on the final payment of public open space as provided in Schedule A of this agreement.

9. The parties agree that:

(a) The land required by 8(c) and the road construction required by 8(i) and 8(l) can be off-set against the development contribution obligations required by this agreement for the Subject Land if the works are undertaken by the Owner,

(b) In the event that any part of the Land is to be acquired from the Owner by the Responsible Authority for the purpose of providing either:

(i) an upgrade to the arterial road network servicing the Land, or

(ii) 'other development infrastructure' or 'community infrastructure' facilities of the types being funded by the 'other development' and 'community infrastructure' levies payable by the Owner pursuant to this Agreement,

the value of such part or parts of the Land (as determined pursuant to clause 9(c)) can be allocated as a credit towards the same class of contributions payable by the Owner pursuant to this Agreement (for example, land for road widening can be credited towards contributions required for roads).

(c) The Owner agrees that for the purpose of clause 9(a) the value of any part of the Land to be acquired by the Responsible Authority shall be fixed at $500,000 per hectare ($50 per square metre) adjusted by the increase in the Consumer Price Index (All Groups Melbourne) between the September 2006 Quarter and the most recently issued Quarterly Index prior to the date on which the land acquisition is to take place. The Owner acknowledges that it has accepted the basis for establishing the value at which land is to be acquired as set out in this clause because it represents the same basis as that used by the Responsible Authority to assess the level of the various contributions payable by the Owner pursuant to this Agreement.

(d) in the event that the Responsible Authority accepts that the Owner may undertake works in lieu of some of the monies that are to be contributed under this Agreement, the Owner undertakes:

(i) to prepare plans for the proposed works in lieu at its own cost, addressing any agreed items of infrastructure identified in or under Schedule "A" to this Agreement;

(ii) to submit the Works Plans for approval by the Responsible Authority;

(iii) to complete the various works shown on the approved Works Plans in so far as the works relate to the land in respect of which the Owner is registered as proprietor to the satisfaction of the Responsible Authority or make a cash contribution in accordance with the provisions of Schedule "A"; and

(iv) to arrange for approved Works Plans to be carried out under the direct supervision of the Responsible Authority's Chief Executive Officer (**"the C.E.O."**) or the C.E.O'S delegate or nominee to the satisfaction of the Responsible Authority or pay the sum identified in Schedule "A" attached to this Agreement to be applied by the Responsible Authority to the works identified in the Works Plans

(e) If the Owner fails to comply with any of the provisions of this Agreement, the C.E.O. or his or her delegate may cause to be served on the Owner a notice ("the Notice") in writing specifying those works to which the Owner is in default ("the Remedial Works"). The Notice may set out the costs as estimated by the C.E.O. or his or her delegate of carrying out the Remedial Works ("the Estimated Costs"). The Notice to the Owner shall only relate to the land of which the Owner is registered as proprietor.

(f) If the Owner fails to complete the Remedial Works in respect to the land of which the Owner is registered as proprietor within 30 days after service of the Notice,

(i) the Responsible Authority may by its staff, agents and contractors, enter onto the Land and cause the Remedial Works to be carried out.

(ii) the C.E.O. or his or her delegate may cause to be served on the Owner a demand in writing (**"the Demand"**) for the Estimated Costs.

(g) if the Owner is served with the Demand, it agrees to immediately pay the amount of costs specified in the Demand in respect of the land of which it is the registered proprietor.

(h) If the Responsible Authority completes the Remedial Works, the C.E.O. must certify the actual costs of the Remedial Works.

(i) If the actual costs of the Remedial Works are less than the Estimated Costs paid by the Owner to the Responsible Authority, the Responsible Authority must pay the difference between the actual costs and Estimated Costs.

(j) Where the Owner has complied with its obligations under this agreement in respect of a stage of a subdivision of part of the land, the Responsible Authority shall specify in the statement of compliance that this

Agreement no longer applies to the part of the land in that stage of subdivision.

(k) Where the Owner has complied with its obligations under this agreement in respect of a stage of a development of part of the land, the Responsible Authority shall advise the Titles Office that this Agreement no longer applies to the part of the land in that stage of development.

(l) The development contributions payable under this Agreement satisfy the owner's responsibility in regard to development contributions for local infrastructure arising as a result of the development of the land for residential or associated activities. The Responsible Authority will not seek to impose any additional development contributions for local infrastructure beyond this agreement.

Disputes

10. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the Tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, such matters shall be and is hereby referred to arbitration for an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration.

11. Provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the Tribunal in accordance with Section 149 (1) (b) of the Act.

12. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 10 and 11 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

13. The Owner warrants and covenants that:

(a) The owner is both the registered proprietor and the beneficial owner of the land on the proposed Plan;

(b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Subject Land and not disclosed by the usual searches;

(c) the Subject Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act* 1958.

Registration of Agreement

14. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Responsible Authority to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act.

15. Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a Memorandum of this Agreement is registered on the Title to the Land, successors in title shall be required to:

    15.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

    15.2 Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Notification to Successors in Title

16. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this Agreement and the Section 181 Application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the Certificate of Title to the Land.

17. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.

18. The Owner and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and during the period of this Agreement the obligations imposed on the Owner are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner May Apply for Planning Permission

19. The parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the Land or prevent or constrain the Responsible Authority from considering and determining any such application in accordance with the requirements of the Planning Scheme and the Act.

Service

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

    20.1 *by delivering it personally to that party;*

    20.2 *by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or*

    20.3 *by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.*

21. A notice or other communication is deemed served:

    21.1 *if delivered, on the next following business day;*

    21.2 *if posted, on the expiration of two business days after the date of posting; or*

    21.3 *if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.*

IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

THE COMMON SEAL of FARANDA NOMINEES PTY. LTD. was affixed hereto in accordance with its Constitution (or Articles of Association) in the presence of:)

FARANDA NOMINEES PTY LTD A.B.N. 87 841 078 549 Common Seal

Vincent J. Faranda .... Sole Director and Sole Company Secretary

Full Name VINCENT J. FARANDA

Usual Address 825 AVIATION ROAD

WERRIBEE SOUTH

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SIGNED SEALED AND DELIVERED by)
VINCENT JOHN FARANDA in the presence of:) ....

....
Signature of witness

ALICIA RENEE' FARANDA
Name of witness (please print)

SIGNED SEALED AND DELIVERED by)
NADIA MARIA FARANDA in the presence of:) ....

....
Signature of witness

ALICIA RENEE' FARANDA
Name of witness (please print)

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THE COMMON SEAL of the)
WYNDHAM CITY COUNCIL)
was affixed by authority of the Council)
on the 2nd day of ..July 2007..... 200..,)
in the presence of:)

WYNDHAM CITY COUNCIL

....
Mayor

....
A/Chief Executive Officer

V6 290307

SCHEDULE "A" – LOT 6, LP138922

CONTRIBUTIONS TO BE MADE IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT

Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from September 30th 2006*[1].
Prior to the issue of a Statement of Compliance for the 501st lot of the Development Area or as required by Section 8 (f)	Land required for the road reservation (0.86 hectares @ $500,000)	Contribution of $430,000.00
Prior to commencement of works on the development	❑ Contribution towards roads and major pathways*[2] ❑ Contribution towards other development infrastructure, as listed in the 'Notes' below*[3]. ❑ Contribution for community infrastructure, as listed in the 'Notes', below*[5].	$177,327.68 for the next 2 hectares of net developable area ($88,663.84/ha) $22,947.75 ($917.91 per lot/dwelling for the first 25 lots/ dwellings). $19,151.75 ($766.07 per lot/dwelling for the first 25 lots/ dwellings). *[5].
	❑ Contribution towards provision of neighbourhood and sporting open space*[4]	Part of the 7.5% open space requirement will be a land contribution of 0.75 ha, in a single neighbourhood park, generally in the location shown in the approved Development Plan.
Before issue of a Statement of Compliance for the 51st lot or commencement of that number of dwellings where there are lots with more than one dwelling.	❑ Contribution towards provision of neighbourhood and sporting open space*[4]	Open space cash contribution of 2.05% (0.44 ha) total value of $222,500, subject to CPI. To be adjusted in accordance with Section 8(p), if required.
Before issue of a Statement of Compliance for the 101st lot or commencement of that number of dwellings where there are lots with more than one dwelling.	❑ Contribution towards provision of neighbourhood and sporting open space*[4]	Open space cash contribution of 2.05% (0.44ha) total value of $222,500, subject to CPI.

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Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from September 30th 2006*[1].
Before issue of a statement of compliance for the 26th lot or commencement of that number of dwellings where there are lots with more than one dwelling.	❑ Contribution towards roads and major pathways*[2]	$177,327.68 for the next 2 hectares of net developable area ($88,663.84/ha)
	❑ Contribution towards other development infrastructure, as listed in the 'Notes' below*[3].	$22,947.75 ($917.91 per lot/dwelling for the next 25 lots/ dwellings).
	❑ Contribution for community infrastructure, as listed in the 'Notes', below*[5].	$19,151.75 ($766.07 per lot/dwelling for the next 25 lots/ dwellings). *[5].
Before issue of a statement of compliance for each of the 51st, 101st, 151st, 201st lots or commencement of that number of dwellings where there are lots with more than one dwelling.	❑ Contribution towards roads and major pathways*[2]	$354,655.36 for the next 4 hectares of net developable area.* [2,6]. $88,663.84
	❑ Contribution towards other development infrastructure, as listed in the 'Notes' below*[3].	$45,895.50 ($917.91 per lot/dwelling for the next 50 lots/ dwellings.
	❑ Contribution for community infrastructure, as listed in the 'Notes', below*[5].	$38,303.50 ($766.07 per lot/dwelling for the next 50] lots/ dwellings. *[5]
Before issue of a statement of compliance for any of the last 52 lots/dwellings.	❑ Contribution towards roads and major pathways *[2]	A final contribution of $88,663.84 per hectare or $88.66 per square metre of net developable area for which a contribution was not made as above. *[2,6]
	❑ Contribution towards other development infrastructure, as listed in the 'Notes' below*[3].	$917.91 per lot/dwelling for all lots/dwellings for which contributions were not made as provided above
	❑ Contribution towards provision of neighbourhood and sporting open space*[4]	To be adjusted in accordance with Section 8(p), if required.

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Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from September 30th 2006*1.
	❑ Contribution for community infrastructure, as listed below*5.	$766.07 per lot/dwelling for all lots/dwellings for which contributions were not made as provided above.*5

Notes:

- *1 The values in the above Schedule are based on contributions by September 30th, 2006. All contributions are to be indexed quarterly, in accordance with the last published Consumer Price Index [All Groups] for Melbourne, at the date of payment.

- *2 The contributions towards roads and major pathways are $88,663.84 per hectare of net development area and are to be used to upgrade the sub-arterial road network and provide major connecting pathways [other than along roads] in Point Cook. The road widenings required along Point Cook Road and the new sub-arterial road are excluded from the assessable area, as outlined under Note 6, below. At the time when contributions are made, the value of the specified widenings and reservations will be allowed against the required contributions, but only at the rate per hectare that land was included in calculating the level of contributions. See Clause 9 (b) and (c) in this agreement.

- *3 The 'other development infrastructure' items to be partly funded from these contributions are to help provide for maternal and child health, pre-school and associated meeting spaces, as needs are defined, and basic development of open space areas, including playgrounds and the basic playing fields proposed in active open space to serve the Point Cook community.

- *4 The contribution towards neighbourhood and sporting open space is in lieu of the 5% required under the Subdivision Act. The current requirement [7.5% of the gross developable area*7] is the minimum needed to achieve sufficient local open space and sporting reserves for the future community. Any cash contributions for open space are to be based on land values at the time of contribution, and are to be used to help fund provision of a major sports park for Point Cook.

- *5 The community infrastructure items to be partly funded from these contributions include general meeting and activity areas of Point Cook's community centres; plus enhanced sporting facilities, tennis courts and sports change facilities, as needs are defined. These contributions are currently 'capped' in the Planning and Environment Act, at $900 per lot.

- *6 Net Development Area is the total site area, minus arterial and sub-arterial road widenings and reserves as listed in Note 2, floodways in dedicated reservations, school sites and [except in calculating public open space requirements] the open space required by Council. Estate entry features, plantation and garden reserves and similar features are not omitted. At the date when this Agreement is made, the net development area is defined as 20.25 hectares. If this changes during the course of the project, it may be adjusted in settling on the final payment.

- *7 Gross Developable Area is the total site area, minus arterial and sub-arterial road widenings and reserves as listed in Note 2, floodways in dedicated reservations and school sites. Estate entry features, plantation and garden reserves and similar features are not omitted. Gross Developable Area is only used in this Agreement in calculating public open space requirements.

- *8 Summary of Contributions in September 2006 terms [to be indexed to the CPI]

Infrastructure Item	Per Hectare	$ Per Lot/dwelling	Total
Roads and Major Pathways	$88,663.84	-	$1,795,442.70
Other Development Infrastructure	-	$917.91 (based on 303 lots)	$278,815.16
N'hood and sporting open space	7.5%	-	Land contribution of 0.75ha (3.4%) in a single neighbourhood park, balance of 4.1% in cash
Community Infrastructure	-	$766.07 (based on 303 lots)	$232,693.76
TOTAL			**$2,306,951.50**

Total land area is 24 ha. Assuming 15 lots per hectare of net developable land equals 303 lots. Net developable area is 20.25ha. Gross developable area is 21.89ha.

AF293548U
23/08/2007 $97 173

State Government Victoria Department of Sustainability and Environment

REGISTER SEARCH STATEMENT Land Titles Office, Victoria **Page 1**

Security no : 124021276518D

Volume 10328 Folio 045
Produced 30/03/2007 02:20 pm

AF293548U
23/08/2007 $97 173

LAND DESCRIPTION
Lot 6 on Plan of Subdivision 138922.
PARENT TITLE Volume 09459 Folio 268
Created by instrument U727975B 17/04/1997

REGISTERED PROPRIETOR
Estate Fee Simple
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
FARANDA NOMINEES PTY LTD of 825 AVIATION ROAD, WERRIBEE 3030
U727975B 17/04/1997

ENCUMBRANCES, CAVEATS AND NOTICES

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION
SEE LP138922 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

STATEMENT END

LP138922
EDITION 2
APPROVED 4 / 2 / 82

PLAN OF SUBDIVISION OF:	APPROPRIATIONS	ENCUMBRANCES & OTHER NOTATIONS
CROWN ALLOTMENTS 6 & 7 SECTION F PARISH: DEUTGAM COUNTY: BOURKE 150 75 0 100 200 300 LENGTHS ARE IN METRES	BROWN – WAY	

DEPTH LIMITATION : 15·24 Metres

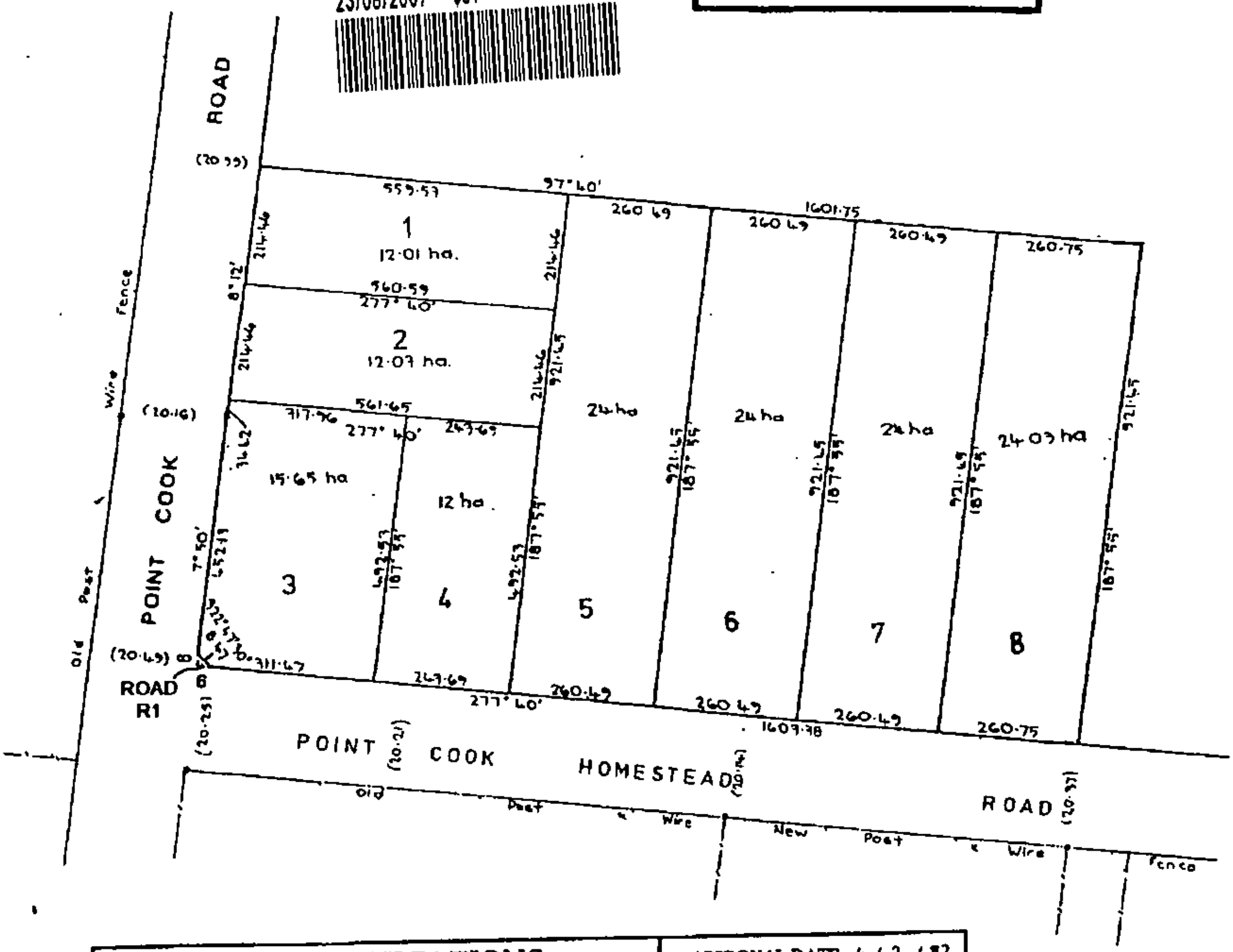
Vol. 7277 Fol. 364
Vol. 8321 Fol. 772
Vol. 8321 Fol. 773

LITHO SH. 1.

COLOUR CODE
R1 = BROWN

AF293548U
23/08/2007 $97 173

THE WHOLE OR PART OF THIS PLAN IS SHOWN ON INDEX PLAN No. 516



LIST OF MODIFICATIONS			APPROVAL DATE 4 / 2 / 82		
LAND	MODIFICATION	DEALING No.	DATE	A.R.T.	EDN. No.
	CHANGE OF ROAD NAME	(VIDE GG 88 P.4760)			2

INTEREST TITLE DO NOT DESTROY

REGISTER BOOK

VOL. 9459 FOL. 268

VICTORIA

Certificate of Title

UNDER THE "TRANSFER OF LAND ACT"

BETTY JUNE DELANY of 14 Thompsons Court Werribee Married Woman and CAROL ANN DROOMER of Tayers Road Werribee Married Woman are proprietors as TENANTS IN COMMON IN EQUAL SHARES of an estate in fee simple subject to the encumbrances notified hereunder in so much as lies above the depth of 15.24 METRES below the surface of all that land in the Parish of Deutgam County of Bourke being Lot 6 on Plan of Subdivision No.138922 which land is shown enclosed by continuous lines on the map hereon and identified by that lot number

Issued under Regulation 12 -

Derived From
Vol.7277 Fol.364 Vol.8321 Fol.772
Vol.8321 Fol.773

6/4/'82

OFFICE OF TITLES VICTORIA

Assistant Registrar of Titles

ENCUMBRANCES REFERRED TO

MORTGAGE J701225 -

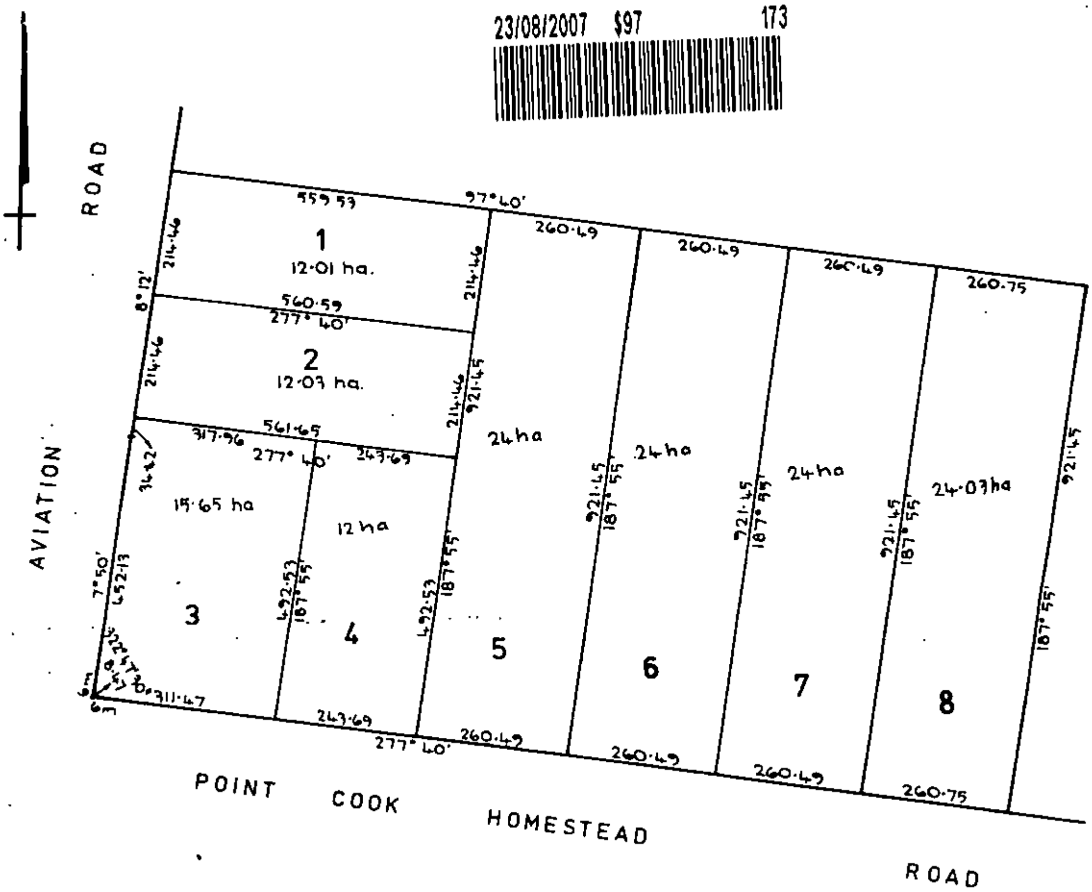
AF293548U

23/08/2007 $97 173

The above mortgage is discharged as to part being the within Land

18 JUN 1982

OFFICE OF TITLES R.D.B. VICTORIA



LENGTHS ARE IN METRES

AREAS (IF SHOWN) ARE IN HECTARES (ha)

VOL. FOL.

VINCENT JOHN FARANDA Concretor and NADIA MARIA FARANDA Secretary both of 13 Moubray Court Werribee as joint proprietors as to One equal undivided half part or share FAUSTO IPPOLITA BARBETTA Concretor and ROSEMARY BARBETTA Teacher both of 11 Duke Street Werribee as joint proprietors as to the other One equal undivided half part or share are now proprietors as TENANTS IN COMMON

Registered 18th June 1982

No.J974512

OFFICE OF TITLES B.D.D. VICTORIA

aka TRANSFER as to ~~AS~~ THE INTEREST OF ~~FARANDA~~ FAUSTO IPPOLITA BARBETTA AND ROSEMARY BARBETTA

No. U721975B Registered 17-4-97

CANCELLED as to the said interest.

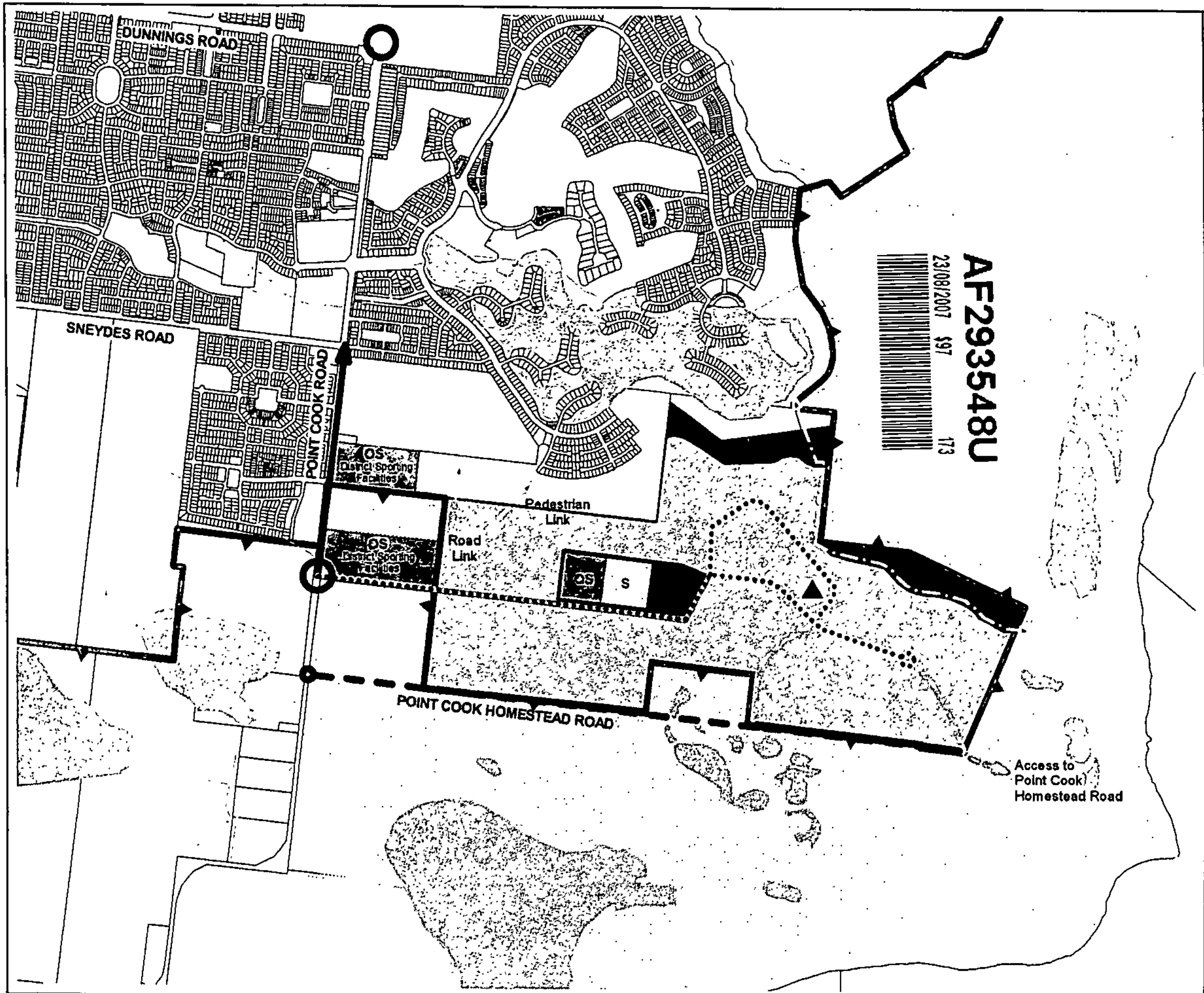
See Vol. 10328 Fol. 045

OFFICE OF TITLES A.K.A. VICTORIA

AF293548U

23/08/2007 $97 173

J974512



Legend

- Village Precinct
- Commercial Zone
- Community Centre
- S School
- OS Sports
- Environmental Buffers
- Environment Interpretive Centre
- New Sub-Arterial Road (1,750m dual carriage-way from Point Cook Road) *Development Contributions Funded*
- Collector Road *Not Funded from Development Contributions*
- Intersection Treatment *Development Contributions Funded*
- Road to be Upgraded (Urban Road Standard) *Development Contributions Funded*
- Road to be Upgraded (Rural Road Standard) *Development Contributions Funded*
- Off-Site Road Network Improvements *Development Contributions Funded*
- Bus Route
- Bay Trail
- Urban Growth Boundary

Appendix A:
Subject Area Concept Plan

Date: 14.07.06

Paper Size: A3

Scale 1: 17,000

N E S W

Disclaimer: This drawing is suitable for information only. Wyndham City Council accepts no responsibility for accuracy or contents for display data

WYNDHAM CITY COUNCIL

Produced by the Strategic Planning Department
Tel: (03) 9742 0777

PLANNING PROPERTY REPORT

PROPERTY DETAILS

Address:	**3 KITTYHAWK ROAD POINT COOK 3030**	
Lot and Plan Number:	**Lot 232 PS744875**	
Standard Parcel Identifier (SPI):	**232\PS744875**	
Local Government Area (Council):	**WYNDHAM**	www.wyndham.vic.gov.au
Council Property Number:	**223250**	
Planning Scheme:	**Wyndham**	Planning Scheme - Wyndham
Directory Reference:	**Melway 208 B11**	

UTILITIES

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

STATE ELECTORATES

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

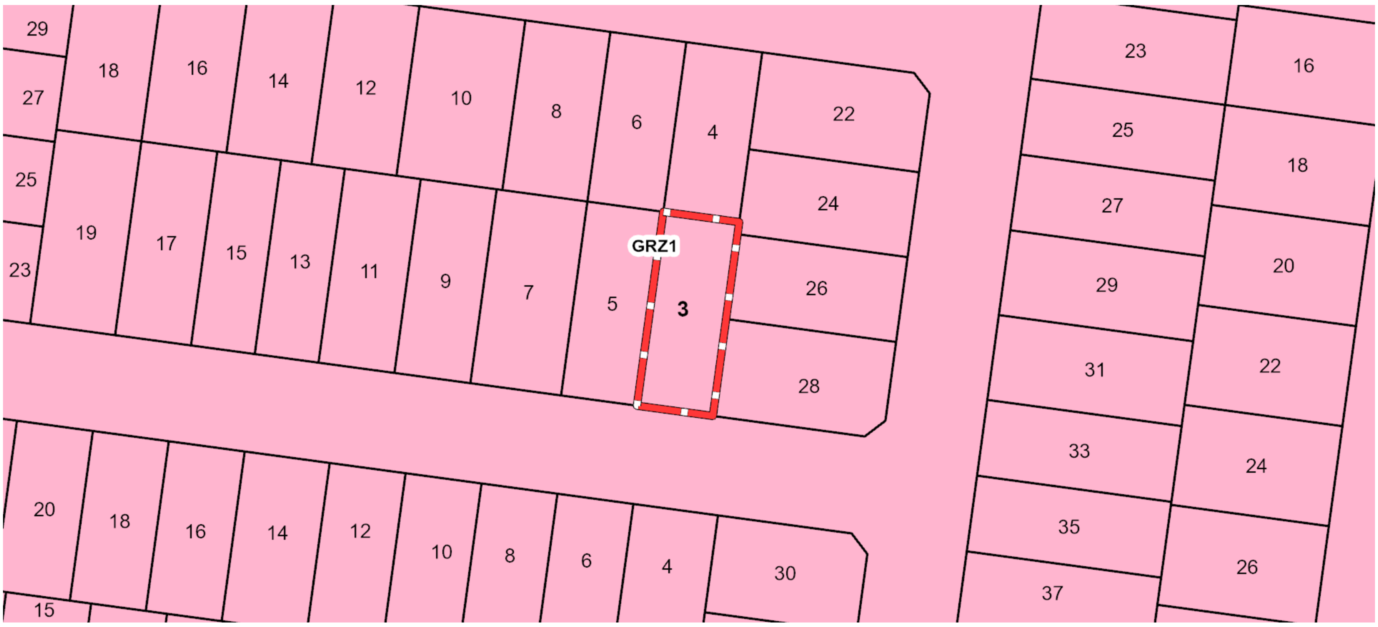
OTHER

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

View location in VicPlan

Planning Zones

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



0 35 m

GRZ - General Residential

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

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

PLANNING PROPERTY REPORT

Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 13 (DPO13)

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

Further Planning Information

Planning scheme data last updated on .

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

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

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

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

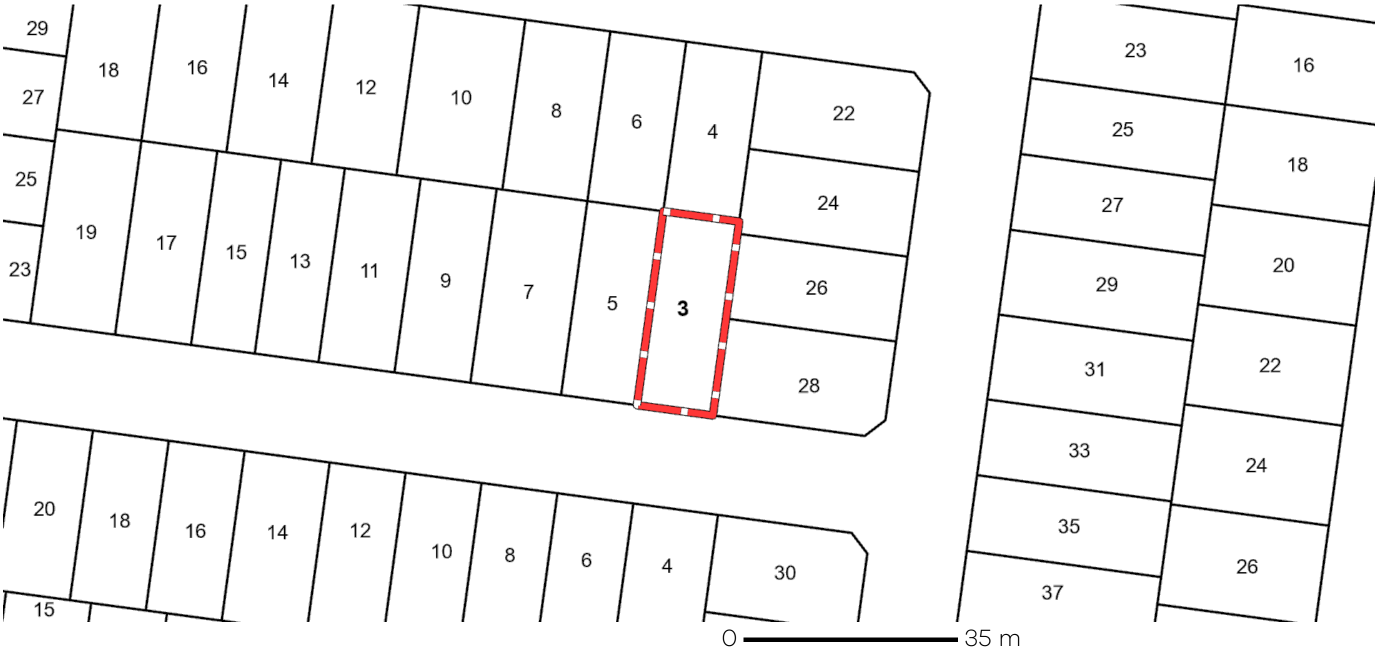
For other information about planning in Victoria visit https://www.planning.vic.gov.au

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1148470

APPLICANT'S NAME & ADDRESS

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

MELBOURNE

VENDOR

ZHU, BIN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

427003

This certificate is issued for:

LOT 232 PLAN PS744875 ALSO KNOWN AS 3 KITTYHAWK ROAD 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	GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a	DEVELOPMENT PLAN OVERLAY - SCHEDULE 13

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/

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

17 June 2025

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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.

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 17th June 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

3 KITTYHAWK ROAD, 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: 17th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77123802 - 77123802154338 '427003'

Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 1300 023 411
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 427003

Our Ref: w2025C50219

17 June 2025

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 3 Kittyhawk Road 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
2017/15068/0	Dwelling and Garage	02/10/2017	AP15388/0	08/06/2018

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

Civic Centre | 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal | PO Box 197, Werribee, Victoria 3030, Australia

Telephone | 1300 023 411
Email | mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au
ABN: 38 393 903 860

Your Ref: 427003

Our Ref: wLIC05735/25

Date: 17/06/2025

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2025
Assessment No: 223250
Certificate No: wLIC05735/25
All Enquiries and Updates to 1300 023 411

223250

Property Description: V 11899 F 607 L 232 PS 744875 Deutgam Parish
AVPCC Code: 110 - Detached Home
Property Situated: 3 Kittyhawk Road
POINT COOK VIC 3030

Site Value	$440000	CIV	$670000	NAV	$33500

The level of valuation is 01/01/2024.
The Date Valuation was adopted for rating purposes is 01/07/2024.

Current Year's Rates	
General DL Rates	$1471.99
Municipal Charge	$68.28
Garbage Charge	$392.40
Green Waste Charge	$98.45
Fire Services Levy	$190.29
Current Rates Levied $2221.41	
Less Payments	($2221.41)
Balance Outstanding	

TOTAL OUTSTANDING	**$0.00**

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 $29.70 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE:wLIC05735/25

Ade Adeleke/Coordinator Finance Operations

Payment Options

BPAY (Rates payments only)
Biller Code: 76869
Customer Reference Number: 2134123

Online via Credit Card
Visit www.wyndham.vic.gov.au
Rates Payment
Bank Reference Number: 2134123

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

Greater Western Water

LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number
77123802-024-4

Statement number
6501359529

Date of Issue 17 Jun 2025

Total amount

$0.00

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 3 KITTYHAWK ROAD, POINT COOK VIC 3030

Property number 8873050000

Lot on Plan 232\PS744875

Comments

Payment options

Greater Western Water ABN 70 066 902 467

BPAY

BPAY
Biller code: **8789**
Ref: **86543210005**
Go to **bpay.com.au**

®Registered to BPAY Pvt Ltd
ABN 69 079 137 518

Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0865 4321 0004**

Pay at any post office, by phone **13 18 16**, at **postbillpay.com.au**, or via Auspost app

*362 086543210004

Annual Charges

Service charges

	Annual charge FY 2024 - 25	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	$220.28	Quarterly	$220.28	$0.00
Residential Sewer Service Charge	$287.07	Quarterly	$287.07	$0.00
Parks	$87.20	Quarterly	$87.20	$0.00
Waterways and Drainage	$122.09	Quarterly	$122.09	$0.00
Total annual charges	**$716.64**		**$716.64**	**$0.00**

Other charges and adjustments

Service charges owing for previous financial years	$0.00
Volumetric charges owing to 22/11/2021	$0.00
Adjustments	$0.00
Total charges and adjustment	$0.00

Outstanding charges

Current balance	$0.00
Plus remainder service charges to be billed	$0.00
Total charges	**$0.00**

Volumetric Charges

Please note the water meter on this property was last read on 22/11/2021. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 22/11/2021 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage $0.16 per day

Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 11/11/2022 and this statement does not include any volumetric charges from this date.

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

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

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

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.

General Information

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

Authorised Officer,

Rohan Charrett

General Manager, Customer Experience

INFORMATION STATEMENT PLOT

Address : **3 KITTYHAWK ROAD POINT COOK VIC 3030**

Reference : **PID000503788**

Scale **1:1000**

Printed on : **17/06/2025**

Water Main DOES NOT traverse property

Sewer Main DOES traverse property

- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main
- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant

N

Greater Western Water

Greater Western Water

36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020

Ph: 134 499

www.gww.com.au

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / WONDERS LEGAL

Your Reference:	WL:25:4312
Certificate No:	91818896
Issue Date:	17 JUN 2025
Enquiries:	ESYSPROD

Land Address: 3 KITTYHAWK ROAD POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: BIN ZHU & YULAI ZHAO

Purchaser: FOR INFORMATION PURPOSES

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

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	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.

CAPITAL IMPROVED VALUE (CIV):	$670,000
SITE VALUE (SV):	$440,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$73,375.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Land Tax

Certificate No: 91818896

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,770.00

Taxable Value = $440,000

Calculated as $1,350 plus ($440,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,700.00

Taxable Value = $670,000

Calculated as $670,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 91818896

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: 91818896

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Land Tax

Certificate No: 91818896

Land Address: 3 KITTYHAWK ROAD POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44188567	232	744875	11899	607	$73,375.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BIN ZHU	2025	$440,000	$19,370.00	$4,400.00	$22,000.00
MR BIN ZHU	2024	$450,000	$19,800.00	$4,500.00	$22,500.00
MR BIN ZHU	2023	$415,000	$8,905.00	$2,075.00	$10,375.00
MR BIN ZHU	2022	$370,000	$7,915.00	$1,850.00	$9,250.00
MR BIN ZHU	2021	$370,000	$7,915.00	$1,850.00	$9,250.00

Comments: Land Tax of $19,370.00 has been assessed for 2025, an amount of $1,770.00 has been paid. 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

Comments:

Current Land Tax Charge: **44188567** **$73,375.00**

Total: **$73,375.00**

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / WONDERS LEGAL

Your Reference:	WL:25:4312
Certificate No:	91818896
Issue Date:	17 JUN 2025
Enquires:	ESYSPROD

Land Address: 3 KITTYHAWK ROAD POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44188567	232	744875	11899	607	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

CAPITAL IMPROVED VALUE:	$670,000
SITE VALUE:	$440,000
CURRENT CIPT CHARGE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91818896

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / WONDERS LEGAL

Your Reference:	WL:25:4312
Certificate No:	91818896
Issue Date:	17 JUN 2025

Land Address: 3 KITTYHAWK ROAD POINT COOK VIC 3030

Lot	Plan	Volume	Folio
232	744875	11899	607

Vendor: BIN ZHU & YULAI ZHAO

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 91818896

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 91818898

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: 91818898

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

SFC

CONSULTING BUILDING SURVEYORS
Suite 1/86 High St Berwick Vic 3806
PH: (03) 9796 2755 FAX: (03) 9796 1884
Mobile: 0408 176 132 Inspections: 9796 2755

(Form 2)

Building Act 1993
BUILDING REGULATIONS 2006
Regulation 313

BUILDING PERMIT

Issued to:

Owner Land: B. Zhu + Y. Zhao. O.B.Consent No. ____
Postal Address: 1288 Xietu Rd. Postcode: ____
Contact Person: Shanghai China Telephone: ____

Properties Details:

Number: 3. Street/Road: Kittyhawk Rd. City/Surburb/Town: Point Cook
Lot/s: 232 LP/PS: ____ Volume: ____ Folio: ____
Crown Allotment: ____ Section: ____ Parish: ____ County: ____
Municipal District: Wyndham Allotment Area: ____ m²

Building Practitioners and/or Architects:

(a) To be engaged in Building Work [1]
Builder Name: Mustafa Yorenc Category: DBU Registration No: 30449
Builder Company: Symmetric Homes Pty Ltd. Tel: ____
Builder Address: Port Melbourne.

Details of Domestic Building Insurance: ____

(b) Who are engaged to prepare documents forming part of the application for this permit [2]
Name: A Sorgiovanni 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 S/S Dwelling class 1a(i) + garage

Value of Building Work: $ 261,000 Total floor area of new building work: ____ m²

Building Classification:

Part of Building: Whole BCA Classification[3]: 1a(i) Description[4]: Dwelling
Part of Building: ____ BCA Classification[3]: ____ Description[4]: ____
Part of Building: ____ BCA Classification[3]: ____ Description[4]: ____

Bushfire Attached Level: BAL-12.5, BAL-19, BAL-29, BAL-40, BAL-FZ, Section 10, Regluations 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: one Frame material: Timber
Roof cladding material: Tile External wall material: Brick.
Rainwater Tank: YES / NO Solar Hot 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: footing, frame, final, 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: 2/10/2018 This building must be completed by: 2/10/2019

Relevant Building Surveyor:

Name: **Mr. Frank S. Coco (aka Sam Coco)** Registration No: **BSU 1082**
Permit No: **BSU1082/** 2017 /15,068 /10 Date of Issue of Permit: 2 / 10 / 2017

Signature: ____

Form 6
BUILDING ACT 1993
BUILDING REGULATIONS 2006
Regulation 1005

OCCUPANCY PERMIT

JOB ID: 201715068/0

CERTIFICATE NO:
AP15388/0

To:-

Owner Bin Shu & Yulai Zhao
RM 101 Build 1 No. 1288
Shanghai CHINA 200032

Agent

Property details:- 3 Lot 232 Kittyhawk Road Point Cook 3030
PS 744875H Vol 11899 Fol 607

Municipal District Wyndham City Council

Building Details:

Description of works: Construction of Single Storey Dwelling, Class 1ai with Attached Garage. All parts

Permitted use: residential
BCA Class: 1ai
Allowable live load: 1.5
no of people deemed accommodated:

Display of Occupancy Permit:

For class 2 to 9 buildings the owner must ensure that this permit is displayed in an approved location.

Building Surveyor : Sam Coco

Registration no: BSU 1082

Signature

Date of issue: Tuesday, 8 May 2018

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

PENALTY: 10 penalty units

Certificate of Insurance

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

Certificate No: AIBWCI350701 **Date of Issue:** 30 August 2017

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

Practitioner Name: MUSTAFA YORENC (DB-U 30449)

DETAILS OF WORKS

Building Owner (The Insured): Bin Zhu & Yulai Zhao

Site Address: Lot 232 Kittyhawk road Point Cook VIC 3030

Description of Works: Residential - New Build

Fixed Price Contract Dated: 3 May 2016

Declared Contract Price: $261,000

Estimated Start Date: 14 September 2017 **Estimated Completion Date:** 14 March 2018

Building Surveyor SFC BUILDING SURVEYORS

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:

Signed..

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.