

CONTRACT OF SALE OF REAL ESTATE

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Property Address: 3 Zara Avenue, Tarneit VIC 3029

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

The terms of this contract are contained in the:

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

In that order of priority.

IMPORTANT NOTICE TO PURHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

.....on/...../20.....

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

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

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

SIGNED BY THE VENDOR

..... on/...../20.....

Print name(s) of person(s) signing: Craig Harvey Duncan and Tania Lynette Duncan.....

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

First National Westwood

1 Synnot Street, Werribee VIC 3030

Tel: 97425555

Fax:

Email: r.westwood@westwoodfn.com.au

VENDOR

Craig Harvey Duncan and Tania Lynette Duncan of 14 Libertas Road, Cameron Park, NSW, 2285

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

Mirror Image Conveyancing

PO Box 6065, Point Cook, Vic, 3030

Tel: 03 9989 2290 / 0490 418 120

Ref: 2297/21/KR

Email: kathryn@mirrorimageconveyancing.com.au

PURCHASER

of:

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of:

Tel:

Ref:

Fax:

Email:

PROPERTY ADDRESS

The address of the property is 3 Zara Avenue, Tarneit VIC 3029

LAND (General Conditions 3)

The land is –

Described in the table below –

Certificate of Title reference	Being Lot	On Plan
Volume 11108 Folio 762	1222	PS612200

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

(List or attach a Schedule)

The land includes all improvements and fixtures as inspected.

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> blinds & curtains | <input checked="" type="checkbox"/> light fittings | <input checked="" type="checkbox"/> fixed floor coverings |
| <input type="checkbox"/> solar panels | <input checked="" type="checkbox"/> insect screens | <input checked="" type="checkbox"/> stove |
| <input type="checkbox"/> pool equipment | <input checked="" type="checkbox"/> TV antenna | <input checked="" type="checkbox"/> clothes line |
| <input checked="" type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> other: Air Conditioning | |

PAYMENT

(General Condition 10)

Price

\$

Deposit

\$ _____

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

GST (General Condition 13)

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

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

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

GST – RESIDENTIAL WITHHOLDING PAYMENT

If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 8 applies.

Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** (see template attached).

SETTLEMENT

(General Condition 10)

Is due on/...../20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,

If '**subject to lease**' then particulars of the lease are:

TERMS CONTRACT

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to General Condition 23

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

GUARANTEE and INDEMNITY

I/We, of

And of

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

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

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

this day of 20.....

SIGNED by the said)
.....)
Print Name.....)
Director (Sign)

in the presence of:)
.....)
Witness.....)

SIGNED by the said)
.....)
Print Name.....)
Director (Sign)

in the presence of:)
.....)
Witness.....)

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 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 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.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 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**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.

- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable 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 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 S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.
- However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
 - (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 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.
- 15.2 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. 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.

20. 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.

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. Terms contract

23.1 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.
- 23.2 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.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- 27.1 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.
- 27.2 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.

28. Default not remedied

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

NOTICE TO PURCHASER

Property: 3 Zara Avenue, Tarneit VIC 3029

Vendor: Craig Harvey Duncan and Tania Lynette Duncan

ABN: *(insert if applicable)*

- ~~1. The above property is a new residential premises or potential residential premises.~~**

~~Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: \$.....~~

~~The payment will be required to be paid on: *(insert settlement date)*~~

OR

- 2. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.**

(Delete one of the above as appropriate)

CONTRACT OF SALE - SPECIAL CONDITIONS

1. Whole Agreement

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

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. Foreign resident capital gains withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 6.3 This special condition only applies 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 of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 6.4 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.
- 6.5 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 special condition; and
 - (b) ensure that the representative does so.
- 6.6 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 special 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 special 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.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 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.
- 6.9 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 of *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.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. Electronic Conveyancing

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* if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 7.3 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*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: 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.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 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.
- 7.9 The vendor must:
- (a) before settlement 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 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
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

8. GST Withholding

- 8.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is 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 special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 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.
- 8.4 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 special condition; and
 - (b) ensure that the representative does so.
- 8.5 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 special 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 special 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.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
 - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.7 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 settlement system described in special condition 8.6.
 However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, 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.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days

- before the due date for settlement.
- 8.9 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.
- 8.10 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.
- 8.11 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 the vendor's failure, including breach of a warranty in special condition 8.10; or
 - (b) the purchaser's 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.
- 8.12 This special condition will not merge on settlement.

9. Solar Panels

If the property includes solar panels, the Vendor makes no representation or warranty with the respect to the solar panels in relation to their condition, state of repair, fitness for the purpose for which they were installed, or in regard to any PV solar feed-in to the electricity grid, or any other benefit arising from the electricity generated by the solar panels.

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.

(04/10/2016)

- 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.

3 ZARA AVENUE, TARNEIT
(Property)

VENDOR STATEMENT

Vendor: Craig Harvey Duncan and Tania Lynette Duncan

MIRROR IMAGE CONVEYANCING

PO Box 6065
Point Cook VIC 3030

Tel: 03 9989 2290
Email: kathryn@mirrorimageconveyancing.com.au
Ref: 2297/21/KR

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 Zara Avenue, Tarneit

Vendor: Craig Harvey Duncan

DocuSigned by:

A1835B9B11CC4E3...
Vendor's signature

5 / 10 / 20 21
Date

Vendor: Tania Lynette Duncan

DocuSigned by:

A1835B9B11CC4E3...
Vendor's signature

5 / 10 / 20 21
Date

Purchaser:

Purchaser's signature

____ / ____ / 20 ____
Date

Purchaser:

Purchaser's signature

____ / ____ / 20 ____
Date

1. FINANCIAL

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings

(and any interest on them):-

☒ Are contained in the attached certificate(s).

☐ Their total does not exceed: \$

☐ Their amounts are:

Authority	Amount	Interest (if any)
Wyndham City Council		
City West Water		

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

☒ Nil, so far as the vendor(s) are aware.

☐ As attached

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.

☐ As attached

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.

☐ "Additional Vendor Statement" is attached.

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.

☐ "Additional Vendor Statement" is attached.

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.

☐ Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

☐ Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of policy:

Policy number:

Expiry Date:

Amount insured:

2.2 Owner-Builder

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

☒ Not applicable.

☐ Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

☐ Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy number:

Expiry date:

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s.

☐ Is as follows:

☐ Not applicable.

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

☐ In the attached copies of title document/s.

☐ As follows:

☒ Not applicable.

3.2 Road Access

There is:

☒ access to the property by road

☐ NO access to the property by road

3.3 Designated Bushfire Prone Area

If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area'.

☒ Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

☐ IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

☐ The Planning Scheme information required to be provided is as follows:

Name of planning scheme: Wyndham City Council Planning Scheme

Name of responsible authority: Wyndham City Council

Zoning of the land:

Name of planning overlay:

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:

☒ Not applicable.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

4.2 Agricultural Chemicals

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

☒ Not applicable.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

4.3 Compulsory Acquisition

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

☒ Not applicable.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

5. BUILDING PERMITS

5.1 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):

☒ Not applicable.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

6. OWNERS CORPORATION

- 6.1 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.
 - ☐ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
 - ☐ Attached is the information prescribed for the purposes of section 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
 - ☐ The owners corporation is INACTIVE

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

- ☒ GAIC (and Section 7) is NOT applicable on the sale of this property.
- ☐ GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 Work-in-Kind Agreement

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

- (a) ☐ The land is NOT to be transferred under the agreement
☐ The land IS to be transferred under the agreement
- (b) ☐ The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
☐ The land IS land on which the works are to be carried out under the agreement (other than Crown Land)
- (c) ☐ The land is NOT land in respect of which a GAIC is imposed
☐ The land IS land in respect of which a GAIC is imposed

7.2 GAIC Recording

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

Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "X" indicate that such a certificate or notice that is attached:

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

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- ☐ Electricity supply
- ☐ Gas supply
- ☐ Water supply
- ☐ Sewerage
- ☐ Telephone services

9. TITLE

9.1 Attached are copies of the following **title documents**:

- ☒ 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.
- ☐ General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- ☐ Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

☒ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

☐ This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

10.1 Unregistered Subdivision

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

- ☐ Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- ☐ Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

☐ Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.

☐ The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-

☐ attached.

☐ as follows:

☐ The proposals relating to subsequent stages that are known to the vendor are: ☐ attached.

☐ as follows:

☐ The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

☐ attached.

☐ as follows:

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.

- ☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- ☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

- ☒ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.
- ☐ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS included in this Vendor Statement for convenience.

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

- ☐ Not applicable.
- ☐ Are contained in the attached building energy efficiency certificate.
- ☐ Are as follows:

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.
- ☐ Is not attached.



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

Page 1 of 1

VOLUME 11108 FOLIO 762

Security no : 124092346103E
Produced 08/09/2021 02:54 PM

LAND DESCRIPTION

Lot 1222 on Plan of Subdivision 612200F.
PARENT TITLE Volume 11094 Folio 853
Created by instrument PS612200F 12/12/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TANIA LYNETTE DUNCAN
CRAIG HARVEY DUNCAN both of 14 LIBERTAS ROAD CAMERON PARK NSW 2285
AG379032W 02/03/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL023217D 14/04/2014
ING BANK (AUSTRALIA) LTD

COVENANT PS612200F 12/12/2008

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
AD626723U 18/05/2005

DIAGRAM LOCATION

SEE PS612200F 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 ZARA AVENUE TARNEIT VIC 3029

DOCUMENT END



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Document Type	Plan
Document Identification	PS612200F
Number of Pages (excluding this cover sheet)	10
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Plan of Subdivision PS612200F

Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S001034A

Plan Number: PS612200F

Council Name: Wyndham City Council

Council Reference Number 1: WYP1454/07

Council Reference Number 2: WYS0610/07

Surveyor's Plan Version: 4

Certification

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

Public Open Space

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

Has not been made

Digitally signed by Council Delegate: Peter Van Til

Organisation: Wyndham City Council

Date: 14/11/2008

Signed by Council: Wyndham City Council, Original Certification: 14/11/2008, S.O.C.: 10/12/2008

	PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION 1	Plan Number PS 612200F
--	----------------------------	----------------	---------------------------------	----------------------------------

<p>Location of Land Parish: TARNEIT Township: Section: 13 Crown Allotment: C (PART) Crown Portion: A (PART) Title References C/T VOL FOL ... Last Plan Reference: LOT Q ON PS 608493K</p> <p>Postal Address: PENROSE PROMENADE (At time of subdivision) TARNEIT 3029</p> <p>MGA Co-ordinates: E 295 600 (Of approx. centre of plan) N 5 809 930 Zone 55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: WYNDHAM CITY COUNCIL Ref:</p> <ol style="list-style-type: none"> This Plan is certified under Section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../ This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p>OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage</p> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>
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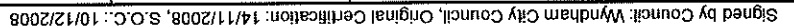
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1	WYNDHAM CITY COUNCIL WYNDHAM CITY COUNCIL

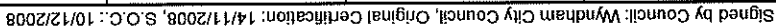
Notations	
Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No.
<p>This is a SPEAR plan. Lots 1 to 1200 (all inclusive) & Lots A to S (all inclusive) have been omitted from this plan</p> <p>Survey: This plan is based on survey BP 1771 (To be completed where applicable)</p> <p>This survey has been connected to permanent mark no(s). 19,20,21,22& 116 in Proclaimed Survey Area no. -</p>	

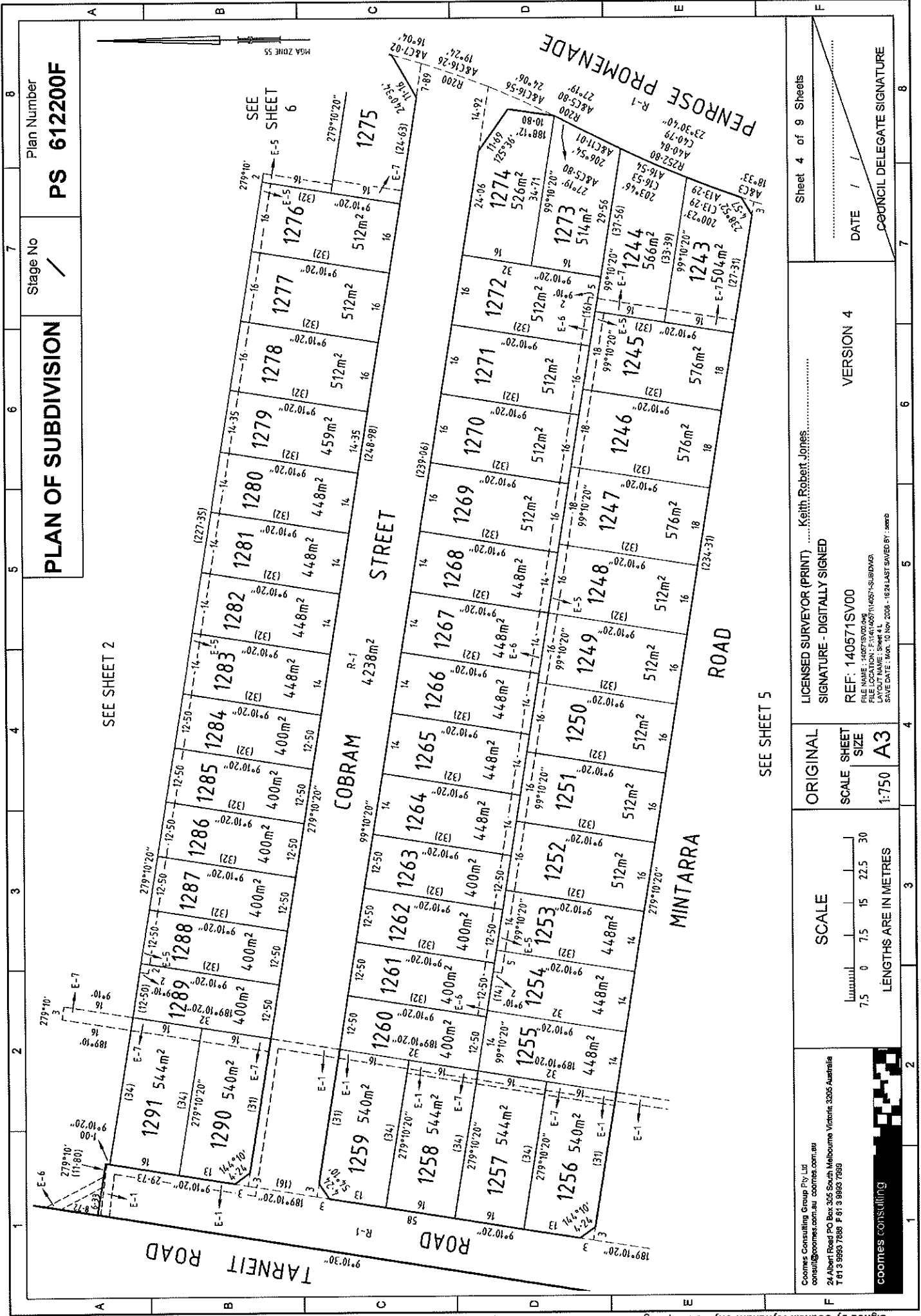
Easement Information					LR use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	<p>Received <input checked="" type="checkbox"/></p> <p style="text-align: right;">Date: 11/12/2008</p> <hr/> <p>LR use only PLAN REGISTERED TIME 9.33AM Date: 12/12/2008</p> <p style="text-align: right;">Sam Giordano Assistant Registrar of Titles.</p>
E-1	Sewerage	2	PS 601026G	City West Water Limited	
E-2	Drainage	2	PS 608482Q	Wyndham City Council	
E-3	Drainage	See Diag.	PS 608482Q	Melbourne Water Corporation	
E-4	Drainage	See Diag.	This Plan	Melbourne Water Corporation	
E-5	Sewerage	2	This Plan	City West Water Limited	
E-6	Drainage	2	This Plan	Wyndham City Council	
E-7	Sewerage	3	This Plan	City West Water Limited	
E-7	Drainage	3	This Plan	Wyndham City Council	
E-8	Sewerage	2	This Plan	City West Water Limited	
E-8	Drainage	2	This Plan	Wyndham City Council	
E-9	Drainage	See Diag.	This Plan	Wyndham City Council	
E-9	Drainage	See Diag.	This Plan	Melbourne Water Corporation	

TARNEIT GARDENS ESTATE - STAGE 12 (94 LOTS)		AREA OF STAGE - 6.851ha	Sheet 1 of 9 Sheets
<p>Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au</p> <p>24 Albert Road PO Box 306 South Melbourne Victoria 3206 T 61 3 9993 7890 F 61 3 9993 7899</p> <p style="text-align: right;">coomes consulting</p>	<p>LICENSED SURVEYOR (PRINT) Keith Robert Jones</p> <p>SIGNATURE - DIGITALLY SIGNED DATE / /</p> <p>REF: 140571SV00 VERSION 4</p> <p><small>FILE NAME : 140571SV00.dwg FILE LOCATION : F:\141\140571\140571-SUBDIV\DWG LAYOUT NAME : Sheet 1 P SAVE DATE : Mon, 10 Nov 2008 - 16:24 LAST SAVED BY : ssmw</small></p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: right;">Original sheet size A3</p>	

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consult@coomes.com.au coomes.com.au

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14/11/2008, S.O.C.: 10/12/2008

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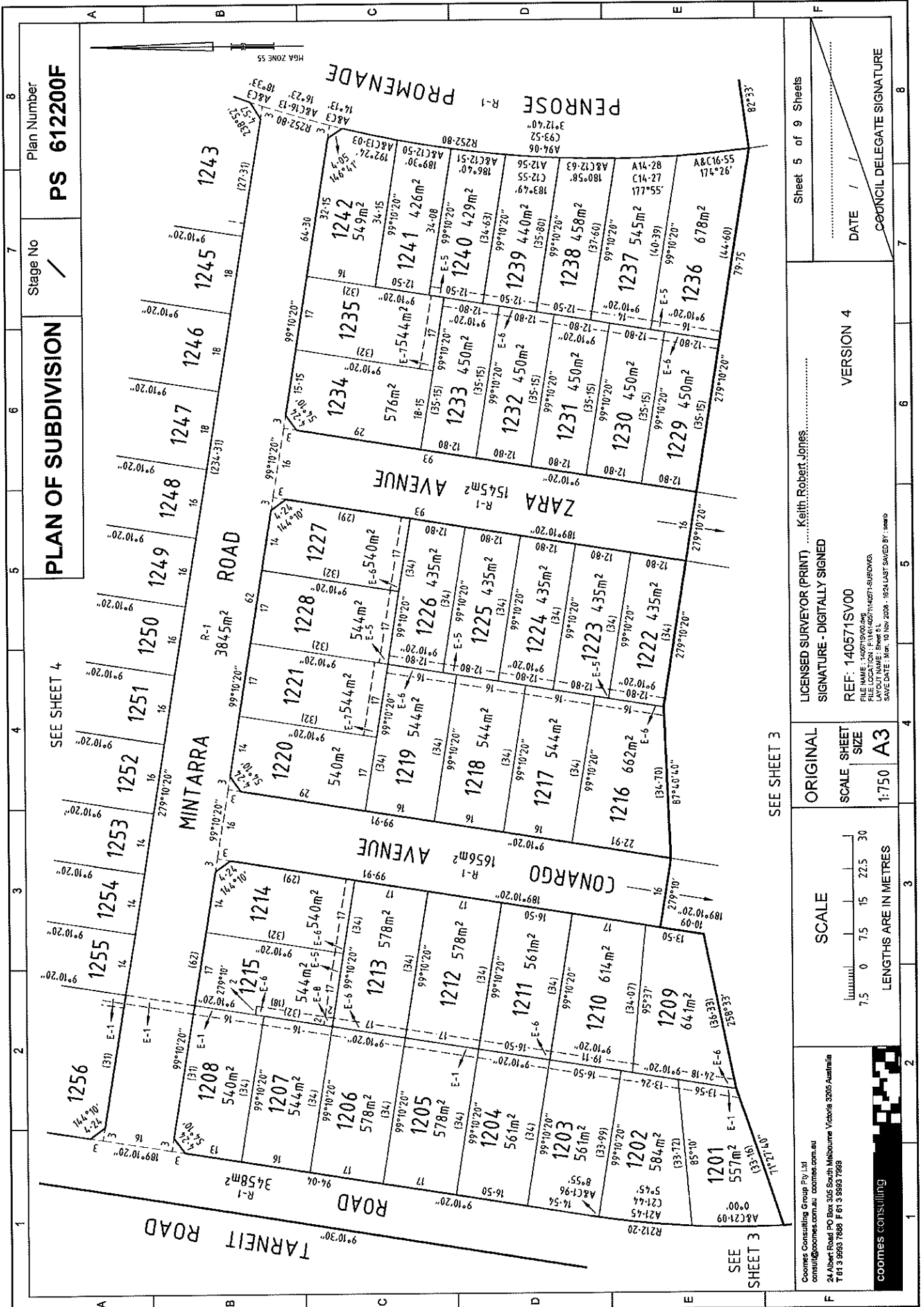
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FILE LOCATION: F:\140571\140571-SUBDIVISION
LAYOUT NAME: Sheet 4.1
SAVE DATE: Mon, 10 Nov 2008 - 16:24 LAST SAVED BY: jones

VERSION 4

Sheet 4 of 9 Sheets
DATE / /
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PLAN OF SUBDIVISION
Stage No /
Plan Number PS 612200F



Sheet 5 of 9 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

VERSION 4

LICENSED SURVEYOR (PRINT) Keith Robert Jones

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FILE NAME: 140571SV00.dwg

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LAYOUT NAME: Sheet 5.L

SAVE DATE: Mon, 10 Nov 2008 - 16:24 LAST SAVED BY: sssss

ORIGINAL

SCALE SHEET SIZE

1:750 A3

SCALE

LENGTHS ARE IN METRES

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Coomes Consulting Group Pty Ltd

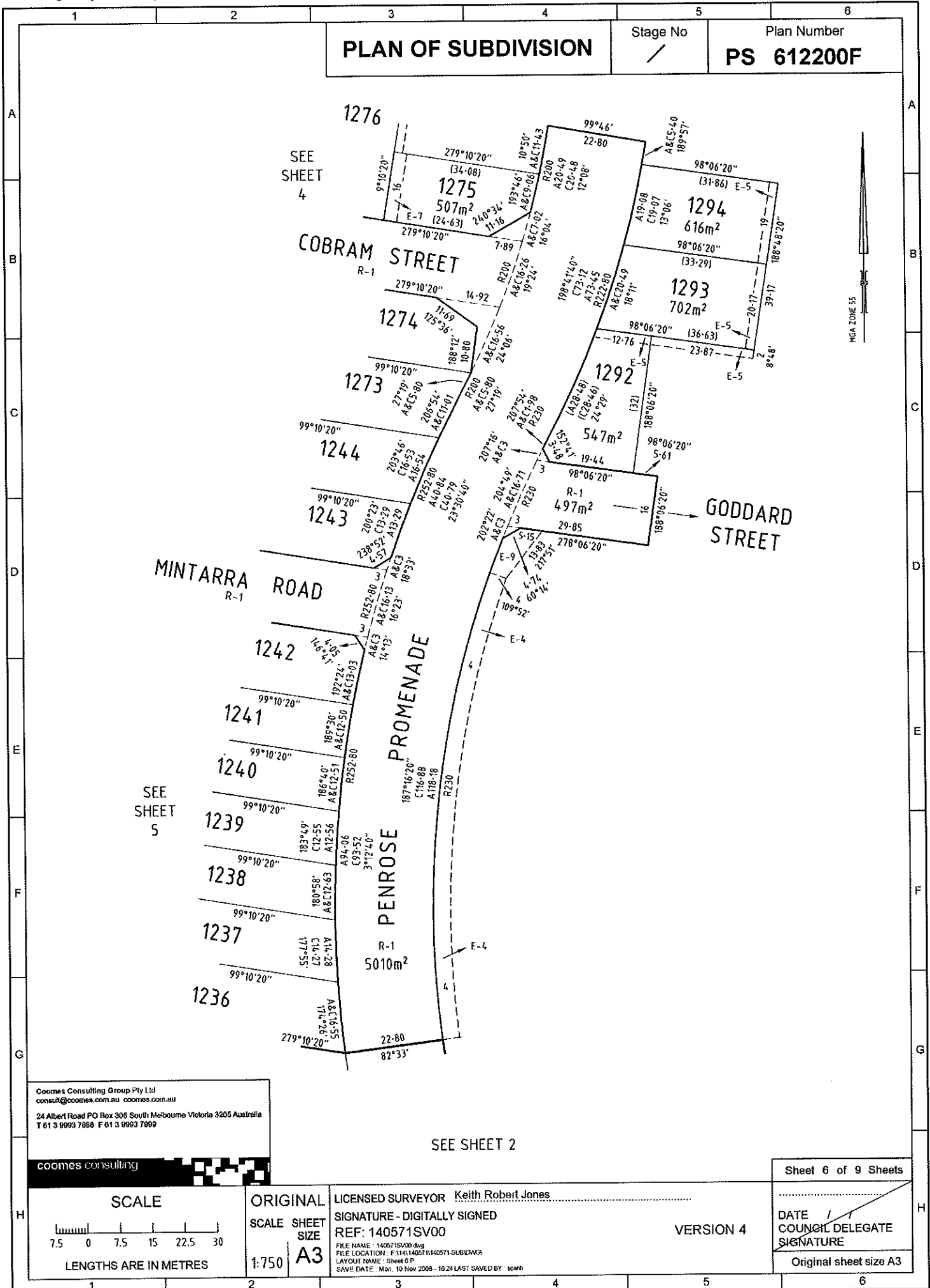
consult@coomes.com.au coomes.com.au

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1	2	3	4	5	6										
PLAN OF SUBDIVISION			Stage No /	Plan Number PS 612200F											
A	CREATION OF RESTRICTION The following restriction is to be created upon registration of the Plan of Subdivision No. PS 612200F (Plan of Subdivision) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988. Land to be benefited: Lots 1201 to 1294 (all inclusive) on the Plan of Subdivision Land to be burdened: Lots 1201 to 1294 (all inclusive) on the Plan of Subdivision				A										
B	DESCRIPTION OF RESTRICTION Except with the written consent of Peet and 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: (a) subdivide or allow the Lot to be subdivided; (b) consolidate or allow the Lot to be consolidated with any other Lot;				B										
C	Primary Dwelling Construction (c) build or allow to be built on the Lot more than one private dwelling house together with the usual outbuildings; (d) build or allow to be built a private dwelling house which is not constructed: (i) with all external walls (excluding windows) of brick, stone, rendered fibrous cement panels or timber or any combination of those materials, provided where stone, rendered fibrous cement panels or timber is used in the construction it does not constitute more than 40 per cent of the external walls of the ground level of the dwelling house; (ii) with any gables which are incorporated as part of the roof framing being constructed of rendered brick, stone, colour bonded metal sheeting, timber or rendered fibrous cement sheeting or any combination of those materials; (iii) with a roof of any material other than tile, slate or non reflective colour bonded corrugated metal sheeting or a combination of those materials and at a pitch no less than 22 degrees for a single storey dwelling house. The colour of all roofs constructed from non reflective colour bonded corrugated metal sheeting must not be a colour which is not approved by Peet and must not be more than a combination of 2 colours; (iv) with a front verandah which has an area of not less than 4 square metres and a dimension of not less than 1.2 metres (unless otherwise expressly provided in these restrictions) except for a dwelling house on lots 1208, 1214, 1220, 1227, 1234, 1242, 1243, 1256, 1259, 1274, 1275, 1290 & 1292 with a minimum of one window visible from the street of an area of no less than 1.62 square metres on the sides of the dwelling house with a road frontage or without both sides of the dwelling house with a road frontage each having a verandah of not less than 3.5 metres in length and not less than 1.2 metres in width which connects with the other verandah. (v) with a rise of not more than one level on Lots 1208, 1214, 1220, 1227, 1234, 1242, 1243, 1256, 1259, 1274, 1275, 1290 and 1292. (e) build or allow to be built a private dwelling house or part thereof with exposed stumps. (f) allow any external plumbing waste pipes and fittings (but not including down pipes and guttering) to be visible from the street.				C										
D					D										
E					E										
F					F										
G	Minimum Floor Areas (g) build or allow to be built a private dwelling house which has a floor area (excluding the area of any verandah, carport, porch, garage or other outbuilding) of less than the requirements set out in the following table: <table border="1"><caption>Minimum floor area requirements</caption><thead><tr><th>Land Size</th><th>Floor Area (minimum)</th></tr></thead><tbody><tr><td>On Lots of less than 501 square metres</td><td>130 square metres</td></tr><tr><td>On Lots of 501 to 600 square metres</td><td>140 square metres</td></tr><tr><td>On Lots of 601 to 800 square metres</td><td>160 square metres</td></tr><tr><td>On Lots in excess of or equal to 801 square metres</td><td>180 square metres</td></tr></tbody></table>				Land Size	Floor Area (minimum)	On Lots of less than 501 square metres	130 square metres	On Lots of 501 to 600 square metres	140 square metres	On Lots of 601 to 800 square metres	160 square metres	On Lots in excess of or equal to 801 square metres	180 square metres	G
Land Size	Floor Area (minimum)														
On Lots of less than 501 square metres	130 square metres														
On Lots of 501 to 600 square metres	140 square metres														
On Lots of 601 to 800 square metres	160 square metres														
On Lots in excess of or equal to 801 square metres	180 square metres														
<div>Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999</div> <div>coomes consulting</div>		continued													
H	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR Keith Robert Jones SIGNATURE - DIGITALLY SIGNED REF: 140571SV00 FILE NAME: 140571SV00.dwg FILE LOCATION: F:\14140571\140571-SUBDIVA3 LAYOUT NAME: Sheet 7 SAVE DATE: Mon, 10 Nov 2008 - 16:24 LAST SAVED BY: scorb		VERSION 4											
				Sheet 7 of 9 Sheets DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3											
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1	2	3	4	5	6	
PLAN OF SUBDIVISION			Stage No /	Plan Number PS 612200F		
A						A
B	<p>Garage</p> <p>(h) (i) for Lots 1201 to 1221, 1227, 1228, 1234 to 1236, 1242 to 1252, 1256 to 1259, 1269 to 1278, 1290 to 1294 (all inclusive) build or allow to be built a dwelling house which does not simultaneously have constructed at least one roofed garage capable of accommodating a minimum of two passenger vehicles parked side by side.</p> <p>(ii) for Lots 1222 to 1226, 1229 to 1233, 1237 to 1241, 1253 to 1255, 1260 to 1268 and 1279 to 1289 (all inclusive) build or allow to be built a dwelling house which does not simultaneously have constructed at least one roofed garage capable of accommodating a minimum of one passenger vehicle.</p> <p>Garage Doors</p> <p>(i) build or allow to be built a garage which does not have sectional or roller doors which except for any glazed panel are of a colour matching a visible colour of the dwelling house or which have a wood grained finish or a timber panelled finish.</p> <p>Outbuildings</p> <p>(j) build or allow to be built on the Lot outbuildings (including any garage, workshop, garden shed, storage shed or other outbuilding):</p> <p>(i) which exceeds 20 square metres unless the external walls of the outbuildings are constructed of brick, stone or non reflective colour bonded metal sheeting or any combination of those materials and are consistent in materials and colour to that of the dwelling house and unless the roof of the outbuilding is constructed of tile, slate or non reflective colour bonded corrugated metal sheeting or any combination of those materials and if a single storey outbuilding with a roof pitch which is not less than 22 degrees and is consistent with the roof pitch of the dwelling house;</p> <p>(ii) with any gables which are incorporated as part of the roof framing not being constructed of rendered brick, stone, colour bonded metal sheeting, timber or rendered fibrous cement sheeting or any combination of those materials.</p> <p>(k) allow any clothes line and drying areas or part thereof to be visible from the street.</p> <p>Fencing</p> <p>(l) build or allow to be built:</p> <p>(i) side or rear boundary fences between the Lots which are less than 1.8 metres in height and not capped and which are in any material other than colour bonded type steel the colour of which is other than grey ridge with black posts and rails.</p> <p>(ii) any fence between the side boundary fence and the private dwelling house which is not consistent in height and colour and material to the side boundary fence and which is forward of the front building line.</p> <p>(iii) side boundary fences between the Lots which are forward of the front building line which are more than 1.20 metres in height and which are constructed of material other than powder coated metal tubular fencing in a design not approved by Peef, except in the case of courtyard fencing.</p> <p>(iv) any front boundary fence which is constructed of material other than brick, rendered brick masonry, wrought iron, powder coated steel or aluminium or wooden pickets or any combination of those materials and which is more than 1.2 metres in height.</p>					B
C						C
D						D
E						E
F						F
G						G
H	<p style="text-align: center;">continued</p>					H
Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999			ORIGINAL SCALE SHEET SIZE A3		LICENSED SURVEYOR <u>Keith Robert Jones</u> SIGNATURE - DIGITALLY SIGNED REF: 140571SV00 FILE NAME : 140571SV00.dwg FILE LOCATION : F:\14\140571\140571-SUB\DWG LAYOUT NAME : Sheet 8 SAVE DATE : Mon, 10 Nov 2008 - 16:24 LAST SAVED BY : searb	
			Sheet 8 of 9 Sheets DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3			
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Signed by Council: Wyndham City Council, Original Certification: 14/11/2008, S.O.C.: 10/12/2008

1	2	3	4	5	6	
PLAN OF SUBDIVISION			Stage No /	Plan Number PS 612200F		
A	<p>Design Plans</p> <p>(m) enter into any unconditional domestic building contract with a Builder, commence, carry out, erect, construct or alter any development on the Lot without the applicable plans and specifications (including floor plans and elevations and finishes schedules) being first prepared and submitted to and approved by Peet and then only in compliance with any condition (consistent with any restrictions affecting the Lot) imposed by Peet in respect of that approval.</p>					A
B	<p>Landscaping</p> <p>(n) allow landscaping to the front street view to remain or be left incomplete for a period of more than three months after the date of issue of the Occupancy Permit for the dwelling house or leave any boundary fencing incomplete after the completion of the construction of the dwelling house.</p>					B
C	<p>Recreational Vehicles</p> <p>(o) allow any plant or machinery or any recreational vehicle or commercial motor vehicle (including without limitation, a caravan, boat, box trailer, boat trailer and car trailer but excluding any motor cycle, motor car, motor station wagon or utility or four wheel drive car registered for use on a highway) to be left or parked on the street or on the Lot between the building line and the front boundary (unless either of those occurs during the normal course of business by a visiting trades person) or on the nature strip or footpath.</p> <p>(p) allow any plant or machinery or any recreational vehicle or commercial motor vehicle, (including without limitation, a caravan, boat, box trailer, boat trailer and car trailer but excluding any motor cycle, motor car, motor station wagon or utility or four wheel drive car registered for use on a highway) to be left or parked on the Lot prior to or during the construction of the private dwelling house (unless either of those occurs during the normal course of business by a visiting trades person).</p>					C
D	<p>Removal of Existing Items</p> <p>(q) unless Peet has given its prior written consent to do so, mutilate or remove in whole or part from a Lot or a reserve any tree, fence, sign, irrigation pipe, underground pipe, conduit or retaining wall.</p>					D
E	<p>Driveway Construction</p> <p>(r) construct or allow to be constructed any driveway on the Lot of any material other than brick, asphalt or concrete or leave any driveway incomplete or partly constructed after the date of issue of the Occupancy Permit for the dwelling house constructed on the Lot.</p>					E
F	<p>Display Homes</p> <p>(s) permit any private dwelling house constructed on the Lot to be used for the purposes of a display home or for the purposes of marketing display homes.</p>					F
G	<p>Signage</p> <p>(t) 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.</p>					G
H	<p>Delivery of Building Materials</p> <p>(u) allow any building materials to be delivered or stored on the nature strip or anywhere else 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.</p> <p>The restrictions specified in paragraphs (a) to (u) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect from 31 December 2010. For the purpose of this restriction "Peet" means Peet Tarneit Gardens Syndicate Limited ACN 102 498 662 or any of its related bodies corporate within the meaning of Section 50 of the Corporations Act 2001</p>					H
<p>Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7698 F 61 3 9993 7699</p> <p>coomes consulting</p>			<p>ORIGINAL SCALE SHEET SIZE A3</p>		<p>LICENSED SURVEYOR <u>Keith Robert Jones</u></p> <p>SIGNATURE - DIGITALLY SIGNED</p> <p>REF: 140571SV00</p> <p>VERSION 4</p> <p>FILE NAME: 140571SV00.dwg FILE LOCATION: F:\141140571\140571-SUBDIVA LAYOUT NAME: Sheet 9 SAVE DATE: Mon, 10 Nov 2008 - 16:24 LAST SAVED BY: scarb</p>	
			<p>Sheet 9 of 9 Sheets</p> <p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>			
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Signed by: Keith Robert Jones (Coomes Consulting Group) Surveyor's Plan Version (4) 11/11/2008

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



AD626723U

18/05/2005 \$90 173



Application by a responsible authority to make a recording of an agreement

Under Section 181 of the *Planning and Environment Act 1987*

Lodged at the Land Title Office by:

Name:

MILLS OAKLEY

Company:

Phone:

9670 9111

Address:

DX 558 Melbourne

Ref:

2076578

Customer Code:

01257D



DAD626723U-1-9

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.

Certificates of Title: ~~Volume 10804 Folio 402 & 403~~ Volume 10872 Folio 796 & Volume 10804 Folio 402 & Volume 10804 Folio 403
Land: LOT A, C AND D IN THE NORTH EAST CORNER

OF THE INTERSECTION SAKES ROAD & TARNATED, TARNIT

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

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

MR IAN ROBINS

Office held:

CHIEF EXECUTIVE OFFICER

Date:

12.3.05

AGREEMENT UNDER SECTION 173 OF THE PLANNING ENVIRONMENT ACT 1987

WYNDHAM CITY COUNCIL

and

PEET TARNEIT GARDENS SYNDICATE LTD

Mills Oakley Lawyers
St James Building
4th Floor, 121 William St, Melbourne 3000
Ph: (03) 9670 9111
Fax: (03) 9605 0933
DX 558
dga@millsoakley.com.au
www.millsoakley.com.au

Ref: DGA:2076578
D1: 25/2/2005



DAD626723U-2-7

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DD626723U-4-3

THIS AGREEMENT is made the 6th day of MARCH 2005 pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES:

WYNDHAM CITY COUNCIL of Civic Centre, 45 Princes Highway, Victoria, 3053
("the Responsible Authority")

AND

PEET TARNEIT SYNDICATE LIMITED (ACN 102 498 662098 939 158) of Level 7,
200 St Georges Terrace, Perth, Western Australia, 6000
("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 described in Certificate of Title Volume 10804 Folio 398 ("Lot A") and pursuant to an uncompleted Contract of Sale dated 6 December 2002 is the purchaser of the land described in Certificates of Title Volume 10804 Folio 402 and Volume 10804 Folio 403 which land is located at the corner of Sayers Road and Tarneit Road, Tarneit. ("Lots C and D"), ("the Land").
- C. The Owner and the Responsible Authority enter into this Agreement inter alia to give effect to the basis upon which they have agreed that provision be made for development contributions by the Owner to the satisfaction of the Responsible Authority.
- D. The Owner and the Responsible Authority agree that development contributions shall be made in accordance with the document entitled "Policy Framework for Infrastructure Financing in the City of Wyndham" dated 21 October 1996 ("the Policy Framework"), Schedule A or otherwise as agreed between the Responsible Authority and the Owner.
- E. In respect to Lots C and D the Owner and the Responsible Authority acknowledge that they have entered into this Agreement in anticipation of the Owner becoming the registered proprietor of Lots C and D after it has completed the purchase Contract referred to in Recital B and as allowed by Section 173 (3) of the Act.
- F. The Owner and the Responsible Authority record their agreement on the terms set out in this Agreement.
- G. Lot A is encumbered by Mortgage registered No. AD144023L in favour of National Australia Bank Limited.

IT IS AGREED THAT:

1. EFFECT OF AGREEMENT

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- 1.1 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 at the *Planning and Environment Act 1987* ("the Act").
- 1.2 The Responsible Authority acknowledges that this Agreement satisfies in full the Owner's obligations under the agreement for rezoning of the Land and the Development Plan to provide for development and community infrastructure contributions for the subdivision and residential development of the Land.

2. INTERPRETATION AND DEFINITIONS

- 2.1 The expression "Owner" shall be deemed to include its successors, assignors and transferees and the obligations imposed upon and assumed by the Owner 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.
- 2.2 The parties agree that in the interpretation of this Agreement:
 - 2.2.1 The singular includes the plural and the plural includes the singular.
 - 2.2.2 A reference to a gender includes a reference to each other gender.
 - 2.2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
 - 2.2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
 - 2.2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
 - 2.2.6 All headings are for case of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
 - 2.2.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
 - 2.2.8 A reference to the words "Other Developer" means a person who purchases all or part of the Land from the Owner for the purpose of further subdividing and selling the Land or any part of it.
 - 2.2.9 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;
 - 2.2.10 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

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Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

2.2.11 A reference to the words "Statement of Compliance" means the document issued pursuant to Section 21 of the *Subdivision Act 1988* in relation to any subdivision of the Land.

2.2.12 A reference to the word "Works" means the development infrastructure works described in Schedule A to this Agreement or such other works as agreed between the Owner and the Responsible Authority and which are the subject of the Works Plans referred to in clause 6.1.1.

2.2.13 A reference to the word "Mortgagee" means the person or persons registered or entitled to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

3. COMMENCEMENT AND DURATION OF AGREEMENT

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

3.2 When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the Land or any part of the Land, this Agreement is deemed to end in relation to the land contained in the plan of subdivision, subject to compliance with section 21(1)(b) of the *Subdivision Act 1988*.

3.3 When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the Land or any part of the Land it must immediately cause a notice under Section 183(1) of the Act to be given to the Registrar of Titles and take any other step under the Act as may be necessary to ensure that this Agreement is ended in respect of the land contained in that plan of subdivision.

3.4 The Responsible Authority must immediately provide to the Owner a copy of the Notice referred to in clause 3.3 and must notify the Owner of the steps taken to ensure this Agreement is ended in respect of the land contained in any plan of subdivision to which Clauses 3.2 and 3.3 shall apply.

3.5 If the purpose of the plan of subdivision referred to in clause 3.2 is to effect the sale of all or part of the Land by the Owner to any other Other Developer, the parties agree that:

3.5.1 clauses 3.2, 3.3 and 3.4 continue to apply; and

3.5.2 if the Owner retains any part of the Land as registered proprietor, the Owner must, after consulting with the Responsible Authority, enter into an agreement with the Other Developer setting out the division of responsibility between the Owner and the Other Developer for the provision of development and community contributions required by

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this Agreement for the subdivision and residential development of the Land; and

3.5.3 the Responsible Authority will enter into a new Section 173 Agreement with the Other Developer for the provision of that proportion of the development and community contributions under this Agreement which becomes the responsibility of the Other Developer pursuant to the agreement referred to in sub-clause 3.5.2; and

3.5.4 if the Owner retains any part of the Land as registered proprietor, the Owner must enter into a new Section 173 Agreement with the Responsible Authority for the provision of that proportion of the development and community contributions required by this Agreement for which it retains responsibility pursuant to the agreement referred to in sub-clause 3.5.2.

4. JURISDICTION

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.

5. SEVERABILITY

5.1 Notwithstanding clause 0, 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.

5.2 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.

6. UNDERTAKINGS OF THE PARTIES

6.1 The Owner agrees in the event of the Responsible Authority accepting that the Owner may undertake Works in lieu of payment of some of the monies which are required to be paid under this Agreement;

6.1.1 to prepare plans in accordance with the Policy Framework, ("the Works Plans"), at its own costs, addressing the items of infrastructure identified in Schedule A to this Agreement.

6.1.2 to submit the Works Plans for approval by the Responsible Authority.

6.1.3 to complete the Works shown on the approved Works Plans to the reasonable satisfaction of the Responsible Authority or make a cash contribution in accordance with the provisions of Schedule A.

6.1.4 to arrange for the Works shown on the approved Works Plans to be carried out under of the direct supervision of the Chief Executive



- 5 -

Officer of the Responsible Authority ("**the C.E.O.**") or the C.E.O.'s delegate or nominee to the satisfaction of the Responsible Authority

6.2 The Responsible Authority agrees:

If the Owner elects not to carry out any of the Works shown on the approved Works Plans itself but to pay the sum identified in Schedule A for or towards those Works to the Responsible Authority or provides security to the satisfaction of the Responsible Authority for payment of the Owner's share of the costs of those Works, then the Responsible Authority must complete the Works within 3 months from the date of the statement of compliance for the stage of subdivision to which the Works relate PROVIDED where the Owner pays a cash contribution, the Responsible Authority may at its option place the moneys in a fund dedicated to upgrading of infrastructure in accordance with Schedule A and then carry out the Works at its discretion provided the Works are carried out prior to the release of the last lot referred to in Schedule A.

6.3 The parties agree that:

- 6.3.1 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 reasonably estimated by the General Manager of the Responsible Authority of carrying out the Remedial Works ("**the Estimated Costs**").
- 6.3.2 if the Owner fails to complete the Remedial Works within 90 days after service of the Notice,
 - (a) the Responsible Authority may by its staff, agents and contactors, enter onto the Land and cause the Remedial Works to be carried out.
 - (b) 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.
- 6.3.3 if the Owner is served with the Demand, the Owner agrees within 60 days to pay the reasonable costs specified in the Demand.
- 6.3.4 if the Responsible Authority completes the Remedial Works, the General Manager of the Responsible Authority must certify the actual costs of the Remedial Works.
- 6.3.5 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 to the Owner the difference between the actual costs and Estimated Costs with interest earned on the difference whilst held by the Responsible Authority.

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- 6.3.6 on completion of the approved Works or the payment of the cash contribution in accordance with Schedule A, the Responsible Authority agrees it has no further claim on the Owner for contributions in relation to the Land.
- 6.3.7 In the event the receipt of the development contributions referred to in Schedule A are subject to the goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) ("GST") or any other goods and services tax, in addition to the amount payable by the Owner under this Agreement, the Owner must pay to the Responsible Authority a sum equivalent to the GST payable, if any, by the Responsible Authority in respect of that amount, at the same time, and in the same manner as the relevant amount is payable. The entitlement of the Responsible Authority to payment of any GST by the Owner is subject to a tax invoice being delivered to the Owner by the Responsible Authority.

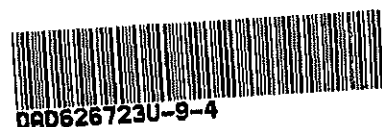
7. DISPUTES

- 7.1 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 Victorian Civil and Administrative Tribunal Act 1998 ("Act"). In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, the matter shall be and is hereby referred to arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of agreement, by the Chairman of The Institute of Arbitrators and Mediators Australia or his nominate, for arbitration.
- 7.2 Where any provision is made in this Agreement that any matter is to be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, the dispute shall be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- 7.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 7.1 and 7.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

8. OWNER'S COVENANTS

The Owner warrants and covenants that:

- 8.1 it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;
- 8.2 there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land and not disclosed by the usual searches;



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- 8.3 to the best of the Owner's knowledge, the 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.

9. REGISTRATION OF AGREEMENT

- 9.1 The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement acknowledgment or document) to enable a memorandum of this Agreement to be entered on the Certificate of Title to the Land in accordance with Section 181 of the Act.
- 9.2 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:
- 9.2.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 9.2.2 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.

10. NOTIFICATION TO SUCCESSORS IN TITLE

- 10.1 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.
- 10.2 The Owner and the Responsible Authority acknowledge, subject to clause 3.2, that 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.

11. OWNER MAY APPLY FOR PLANNING PERMISSION

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.

12. SERVICE



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12.1 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:

12.1.1 by delivering it personally to that party;

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

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

12.2 A notice or other communication is deemed served:

12.2.1 if delivered, on the next following business day;

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

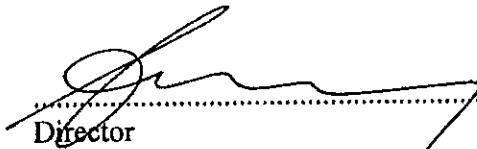
12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.



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 **PEET TARNEIT GARDENS SYNDICATE LTD** was affixed in the presence of authorised persons:




.....
Director


.....
Director/Secretary

.....
WARWICK HEMSLEY
.....
Print Name

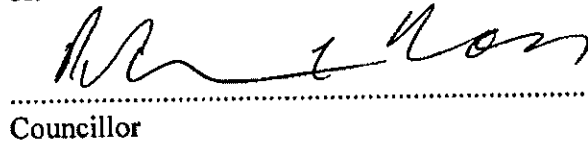
.....
Anthony Lennon
.....
Print Name

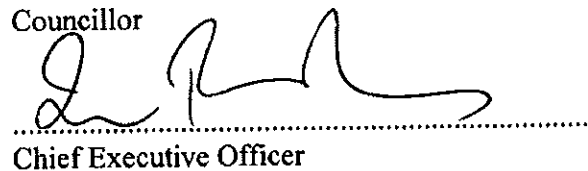
.....
3 SUTCLIFF ST - DALKEITH 6009
.....
Address

.....
5 TYALLA CRESCENT, TOORAK
.....
Address

The **COMMON SEAL** of **WYNDHAM CITY COUNCIL** was affixed in the presence of:




.....
Councillor

.....
Councillor

.....
Chief Executive Officer



DAD626723U-12-9

SCHEDULE A



**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 June 30th 2003, in accordance with Council Policy²
Prior to commencement of any infrastructure works on any part of the Land	<input type="checkbox"/> Contribution towards roads and major pathways	\$650,000.00
	<input type="checkbox"/> Contribution towards other development infrastructure	\$70,000.00
	<input type="checkbox"/> Contribution towards provision of major active [sporting] open space	\$100,000.00
	<input type="checkbox"/> Contribution for community infrastructure.	\$75,000.00
Prior to release by the Victorian Land Registry of the 200 th Lot.	<input type="checkbox"/> Contribution towards roads and major pathways	\$650,000.00
	<input type="checkbox"/> Contribution towards other development infrastructure	\$70,000.00
	<input type="checkbox"/> Contribution towards provision of major active [sporting] open space	\$100,000.00
	<input type="checkbox"/> Contribution for community infrastructure	\$75,000.00
Prior to release by the Victorian Land Registry of the 400 th Lot.	<input type="checkbox"/> Contribution towards roads and major pathways	\$650,000.00
	<input type="checkbox"/> Contribution towards other development infrastructure.	\$70,000.00

- 2 -

	<input type="checkbox"/> Contribution towards provision of major active [sporting] open space <input type="checkbox"/> Contribution for community infrastructure, as listed below	\$100,000.00 \$75,000.00
Prior to release by the Victorian Land Registry of the 600 th Lot.	<input type="checkbox"/> Contribution towards roads and major pathways <input type="checkbox"/> Contribution towards other development infrastructure <input type="checkbox"/> Contribution towards provision of major active [sporting] open space <input type="checkbox"/> Contribution for community infrastructure	\$650,000.00. \$70,000.00 \$100,000.00 \$75,000.00
Prior to release by the Victorian Land Registry of the 800 th Lot.	<input type="checkbox"/> Contribution towards roads and major pathways <input type="checkbox"/> Contribution towards other development infrastructure <input type="checkbox"/> Contribution towards provision of major active [sporting] open space <input type="checkbox"/> Contribution for community infrastructure	\$650,000.00. \$70,000.00 \$100,000.00 \$75,000.00



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Prior to release by the Victorian Land Registry of the 1000 th Lot or any of the last 100 Lots, whichever comes first.	<input type="checkbox"/> Contribution towards roads and major pathways	Subject to adjustment a final contribution of \$750,000.00
	<input type="checkbox"/> Contribution towards other development infrastructure	Subject to adjustment a final contribution of \$72,000.00
	<input type="checkbox"/> Contribution towards provision of major active [sporting] open space	Subject to adjustment a final contribution of \$171,300.00
	<input type="checkbox"/> Contribution for community infrastructure	Subject to adjustment a final contribution of \$115,500.00

Notes:

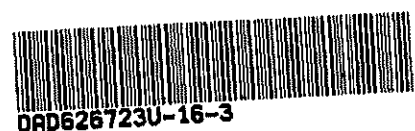
- ☐ The values in the above Schedule are based on contributions paid by June 30th, 2003. All contributions are to be indexed quarterly, in accordance with the last published Consumer Price Index figure for Melbourne available at the date of payment, from 1 July 2003.
- ☐ The contributions towards roads are calculated at the rate of \$60,470.80 per hectare of the net development area of the Land and are to be used to upgrade the sub-arterial road network in Wyndham North.
- ☐ Net Development Area is the total area of the Land, minus arterial and sub-arterial road widenings such as the 12m widening required on the south side of Dunnings Road, major floodways, school sites and the open space required by Council. Estate entry features, plantation and garden reserves and similar features are not omitted.
- ☐ The amount of each of the Final Contributions specified on this Schedule must be subject to adjustment so that upon making the final contribution payment the Owner does not pay to the Responsible Authority an amount which exceeds the agreed rate of contribution applied to the final Net Development Area of the Land.



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MORTGAGEE'S CONSENT

NATIONAL AUSTRALIA BANK LIMITED as Mortgagee of registered Mortgage number AD144023L consents to PEET TARNEIT GARDENS SYNDICATE LIMITED entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

774985

APPLICANT'S NAME & ADDRESS

KATHRYN REITTER C/- LANDATA
MELBOURNE

VENDOR

DUNCAN, CRAIG HARVEY

PURCHASER

TBA, TBA

REFERENCE

2297KR

This certificate is issued for:

LOT 1222 PLAN PS612200 ALSO KNOWN AS 3 ZARA AVENUE TARNEIT
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

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®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

08 September 2021

Hon. Richard Wynne MP
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 06 September 2021 10:44 AM

PROPERTY DETAILS

Address: **3 ZARA AVENUE TARNEIT 3029**
Lot and Plan Number: **Lot 1222 PS612200**
Standard Parcel Identifier (SPI): **1222\PS612200**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **175785**
Planning Scheme: **Wyndham**
Directory Reference: **Melway 202 B2**

www.wyndham.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/wyndham

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **City West Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **POWERCOR**

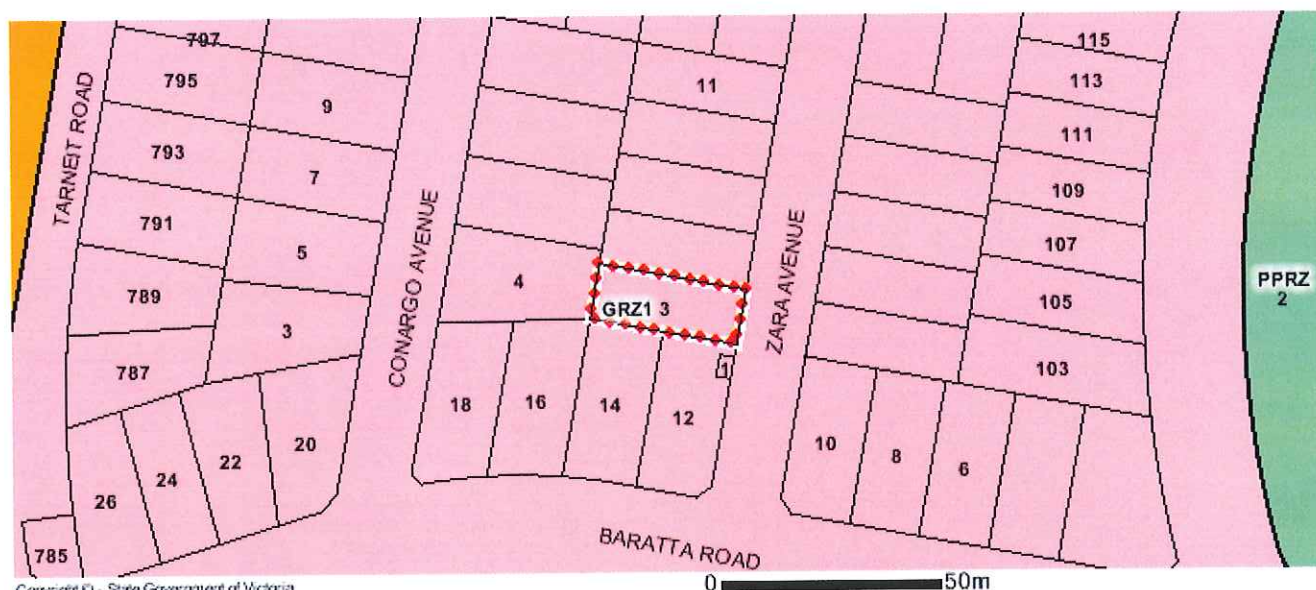
STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **TARNEIT**

Planning Zones

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

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



GRZ - General Residential

PPRZ - Public Park & Recreation

RDZ2 - Road - Category 2

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

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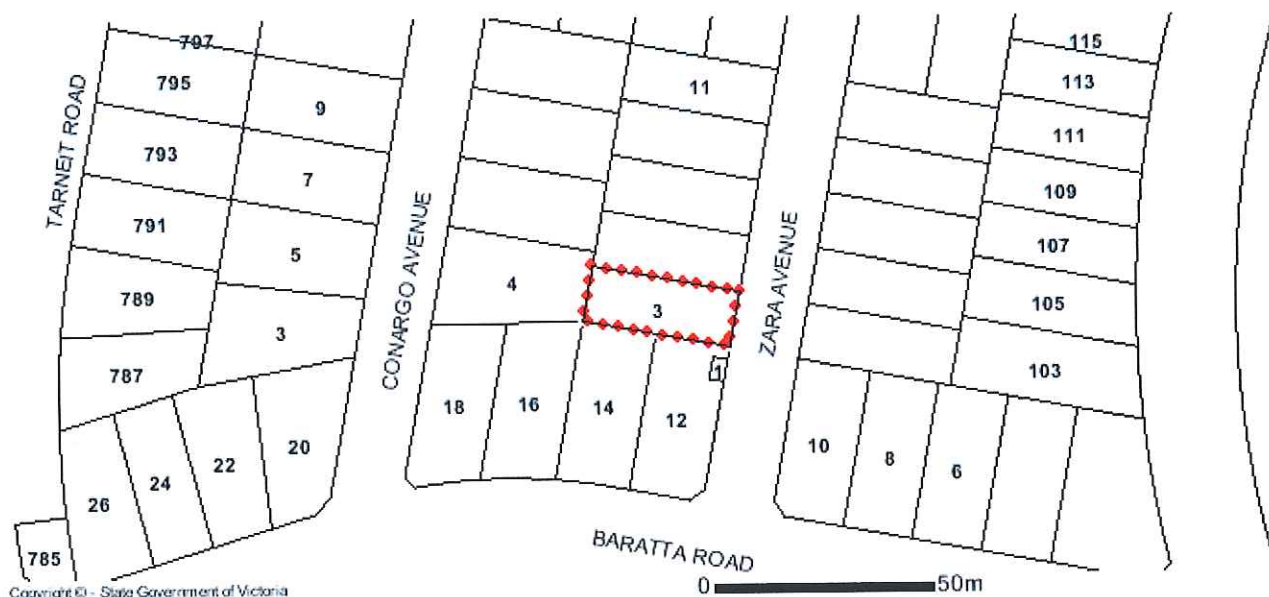
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 3 ZARA AVENUE TARNEIT 3029

Planning Overlay

None affecting this land



Copyright © - State Government of Victoria

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 31 August 2021.

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

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

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

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

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

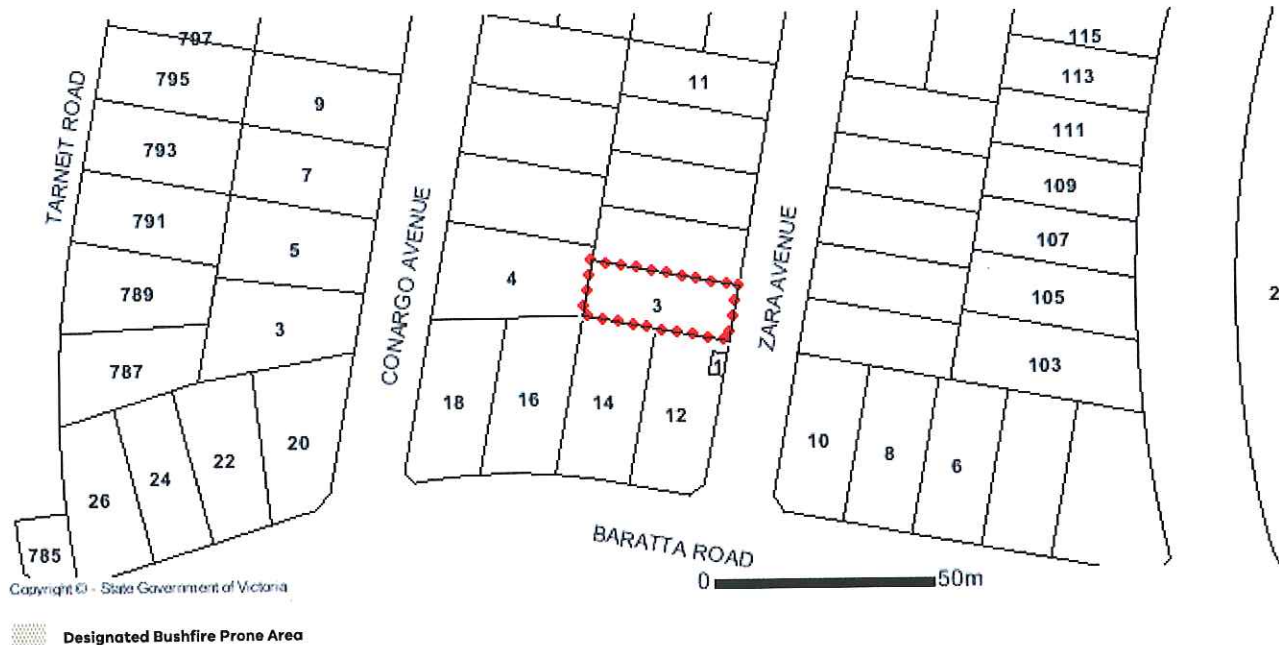
PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Property Report from www.land.vic.gov.au on 06 September 2021 10:44 AM

Address: 3 ZARA AVENUE TARNEIT 3029

Lot and Plan Number: Lot 1222 PS612200

Standard Parcel Identifier (SPI): 1222\PS612200

Local Government (Council): WYNDHAM **Council Property Number:** 175785

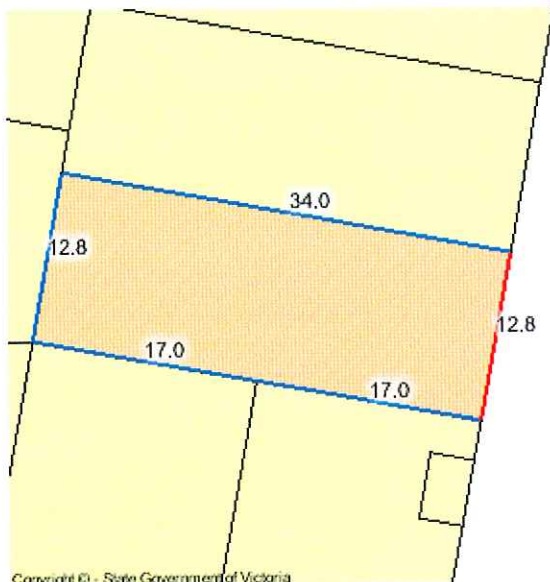
Directory Reference: Melway 202 B2

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 435 sq. m

Perimeter: 94 m

For this property:

— Site boundaries

— Road frontages

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: TARNEIT

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: inside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: None

Planning scheme data last updated on 31 August 2021.

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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

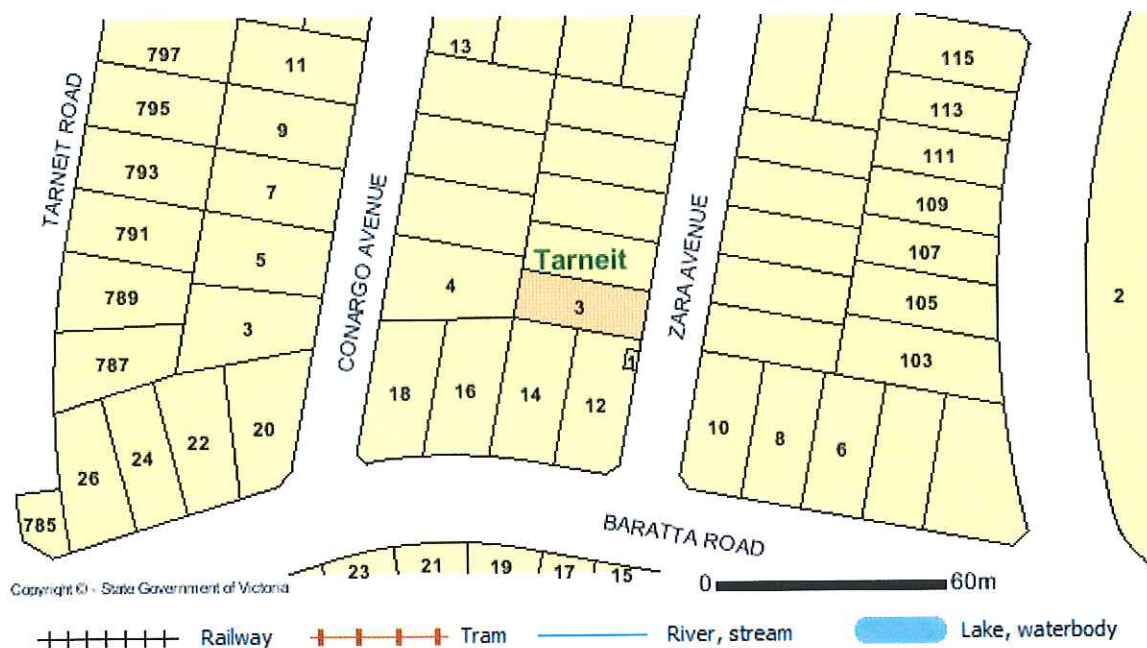
The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

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

Area Map



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

General Enquiries
03 9742 0777
Customer Service Centres
Civic Centre Mon - Fri 8am - 5pm
Point Cook Community Learning Centre
Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
Mon - Fri 9am - 5pm

Notice of Rates & Charge

2020 - 2021

1 July 2020 - 30 June 2021

Assessment Number 175785	Due Date 31/10/2020
Bank Reference Number 1755845	Issue Date 16/09/2020
175785 	



017-2285 (55063)

C H Duncan & T L Duncan
14 Libertas Road
CAMERON PARK NSW 2285

1st installment

PAID 5/11/20

\$450.85

re no = 274203

You are entitled to 3 Hard & Green
Waste Collections this financial year.
Bookings Required via www.wyndham.vic.gov.au

PROPERTY LOCATION AND DESCRIPTION
V 11108 F 762 L 1222 PS 612200 Tarneit Parish
3 Zara Avenue TARNEIT VIC 3029
110 - Detached Home

Waste Disposal Voucher

Valid to 30 September 2021

Wyndham Refuse Disposal Facility
470 Wests Road, Werribee

VALID FOR 1 VISIT

One Car/ute/van plus trailer
Not valid for commercial truck and trailers



175785

2020/2021

LEVEL OF VALUATION	DATE DECLARED	SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE	WARD	ARREARS OUTSTANDING
01/01/2020	01/07/2020	\$295,000	\$510,000	\$25,500	Chaffey	\$3.70
Arrears Outstanding						
Developed Land (0.002561 x CIV)					\$3.70	1st Instalment *31/10/2020
Municipal Charge					\$1,306.11	
Waste Management Charge					\$62.20	\$450.85
					\$289.00	
Fire Service Property Levy - Collected on behalf of the State Government						
Fire Service Levy Residential Fixed					\$113.00	2nd Instalment *31/12/2020
Fire Service Levy Residential Variable (0.000054 x CIV)					\$27.54	\$449.00
TOTAL AMOUNT					\$1,801.55	
						3rd Instalment 28/02/2021
						\$449.00
						4th Instalment 31/05/2021
						\$449.00

*Due to the COVID-19 pandemic, the payment due dates for the 1st and 2nd instalments have been extended by Council to 31 October 2020 and 31 December 2020.

Rates for 2020/2021 are based on the valuation of the property as at 1 January 2020. Refer to the back of this notice for further information.



Payments received after 08/09/2020 will not be shown on this notice.

175785



450.85



Assessment No. 175785

Name C H Duncan & T L Duncan

Address 3 Zara Avenue
TARNEIT VIC 3029

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

Online



Direct Debit



Bpay



BPAY BPAYVIEW

Australia Post



Payment in Person



Mail



Post Billpay



1st Instalment by
31/10/2020
\$450.85



*396 1755845



Have your next rate notice delivered to your email.

Sign up for EzyBill at
<https://wyndham.ezybill.com.au>
or scan the QR code.



ezyBILL

Appeal against rates

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

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

please contact Council's Rating Services Unit on 03 9742 0777 to discuss the matter further.

If you are not satisfied with the outcome of your enquiry you may, within 2 months of receiving this notice, appeal to the County Court under section 184 of the *Local Government Act 1989*, and notify Council in writing of your intention to appeal.

Notice of valuation

Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2020 for the 2020 general valuation.

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

Appeal against valuation

Any person aggrieved by a valuation of land made by Council may object to that valuation in accordance with section 16 of the *Valuation of Land Act 1960*. Objections must be made in writing or lodged online via the Rating Valuation Objection Portal, set out the grounds for objection and contain the prescribed information as set out in regulation 13 of the *Valuation of Land Regulations 2014*. Objections must be lodged within 2 months of the issue date of this notice. Please contact Rating Services Unit on 03 9742 0777 to discuss your appeal.

Council has been advised by the Valuer General, the 2020 general valuation has a relevant date of 1 January 2020 and is therefore based on market conditions at, and immediately before, that date. There is no basis under the *Valuation of Land Act 1960* (the Act) for valuers to consider coronavirus (COVID-19) impacts when assessing statutory values for the purposes of the 2020 general valuation.

Objections based on coronavirus (COVID-19) will not be considered for assessment notices with a valuation date of 1 January 2020 (or earlier).

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

Capping of Council rates

Council has complied with the Victorian Government's rate cap of 2.0 per cent. The cap applies to the average increase of rates.

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

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

Please contact Council's Rating Services Unit on 03 9742 0777 with any enquiries.

Pay in Person options may be impacted by COVID-19 restrictions. Please call council first if you are planning to use this option

METHODS OF PAYMENT - (Credit cards (excluding Diners Club and American Express) accepted)

Online

www.wyndham.vic.gov.au
Quote your Bank Reference
Number shown on the front of this
notice. MasterCard & Visa Only.

Direct Debit

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

Contact your participating
financial institution to make
a payment.

Biller Code 76869
Reference number

1755 845

Australia Post



In-store:- Present this
account & your payment
in-store at Australia Post.
Cash, cheque, EFTpos,
Credit Card accepted.

By phone: 131816 Credit
card accepted.

Online: auspost.com.au/postbillpay Credit card
accepted.

Billpay Code 0396
Reference number

1755 845

Payment in Person

Pay in person at any
Wyndham City Customer
Service Centre. Subject to
COVID-19 restrictions.

Civic Centre
Mon – Fri 8am – 5pm.
**Point Cook Community
Learning Centre**
Mon - Fri 9am - 5pm
**Tarneit Community
Learning Centre**
Mon - Fri 9am - 5pm
**Manor Lakes Community
Learning Centre**
Mon - Fri 9am - 5pm

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

Mail

Mail this slip with cheque
or money order to:-

Wyndham City
PO Box 197
Werribee Victoria 3030

Please note:-
Receipts will not be issued.



PAID 18/8/21
rec no =
75780020
\$214.12



406716-001 001803(7979) R

MR C H & MRS T L DUNCAN
14 LIBERTAS ROAD
CAMERON PARK NSW 2285

My account number is

1251 7089 5113

Invoice No.	T575455097
Service Address	3 Zara Avenue Tarneit Lot 1222 Plan 612200
Issue Date	21 Jul 2021
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri)	
Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
Mail Cheques	GPO Box 1152, Melbourne Vic 3001
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water

ABN 70 065 902 467

gww.com.au

Account summary

	PREVIOUS BILL	\$141.93
	RECEIVED	\$141.93
	BALANCE	\$0.00
	NETWORK CHARGES	\$107.53
	OTHER CHARGES	\$106.59
	PLEASE PAY	\$214.12



Welcome to Greater Western Water

City West Water and Western Water have joined to become Greater Western Water, your new water corporation. You can pay your first Greater Western Water bill in all the same ways you have before.

Learn more at gww.com.au



Visit our
website
today

Details of charges - Residential

Previous Bill \$141.93
 Previous Bill
 Payments Received
 09/06/2021 -\$141.93

BALANCE FORWARD \$0.00

Network Charges	Charge Period	Charge \$
Water Network Charge	(01/07/2021 to 30/09/2021)	\$51.89
Sewerage Network Charge	(01/07/2021 to 30/09/2021)	\$55.64

TOTAL NETWORK CHARGES \$107.53

Other Charges	Net annual value (NAV) [^]	Rate in NAV \$	Minimum	Charge \$
Waterways & Drainage Charge (01/07/2021 to 30/09/2021)				\$26.39
Annual Parks Charge [^] (01/07/2021 to 30/06/2022)	\$5,514	0.004780	\$80.02	\$80.20

[^]The NAV is based on 1990 dollar equivalents

TOTAL OTHER AUTHORITIES' CHARGES \$106.59

FINAL TOTAL, PLEASE PAY THIS AMOUNT \$214.12

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

Welcome to Greater western water
 City West Water and Western Water have joined to become Greater Western Water, your new water corporation, servicing Melbourne's inner city and fast-growing west. Learn more at gww.com.au

Waterways & Drainage Charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. Customers in rural areas are charged at a lower rate to reflect the reduced services compared to urban customers. Learn more at MelbourneWater.com.au/wwdc

Annual Parks Charge

Our Annual Parks Charge helps Parks Victoria support Melbourne's major parks, gardens, trails and zoos. We collect this charge on behalf of the Department of Environment, Land, Water and Planning. Learn more at parks.vic.gov.au/about-us/parks-charge

Our prices 2021-22

From 1 July 2021 our prices will change in line with annual inflation rates and adjustments approved by the Essential Services Commission (the independent regulator of the water industry). To learn more about our price changes, visit gww.com.au

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

Page 2 of 4

Service Address: 3 Zara Avenue Tarneit

DATE PAID	AMOUNT PAID	RECEIPT NO
-----------	-------------	------------

My account number is
1251 7089 5113



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



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



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

Payment Assistance

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



Biller Code: **8789**
 Ref: **1251 7089 5113**

Telephone and Internet Banking - BPAY[®]: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at bpay.com.au



Billpay Code: **0362**
 Ref: **1251 7089 5113**

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au



*362 125170895113

+00125170895113>

+009201+

<0575455097>

<0000021412> +444+

Welcome to Greater Western Water, your new water retailer.

Following months of planning and collaboration, City West Water and Western Water have joined to become Greater Western Water.

As Greater Western Water's new Managing Director, I would like to welcome you all.

Greater Western Water is well placed to service Melbourne's fast-growing CBD, inner west, outer west and nearby regional areas, providing better service, a more secure water supply and reduced household water bills into the future.

If you need to speak to us, there's one number and one website to remember – call us on **13 44 99** or visit us at gww.com.au.

Thank you for being a part of either City West Water or Western Water throughout our years of service. We look forward to continuing this journey with you as Greater Western Water.

Maree.



Maree Lang
Managing Director
Greater Western Water

Getting to know us

The partnership of two great water corporations, Greater Western Water provides customers with one of life's most vital elements: water.

We take great care and pride in ensuring a reliable water and wastewater service, one that moves from the heart of our operations to the heart of where it matters most – the customers and communities we serve.



Our new logo is inspired by the way changing water levels create evolving forms in the surrounding land. The colours are influenced by water, nature, and the land.

You'll see our new branding on all future bills and information we send you. From time-to-time you may see information that still refers to City West Water or Western Water as we make this transition. To learn more about our brand, visit gww.com.au

Fast facts

Every year, Greater Western Water is supplying over **121 billion litres** of drinking water to a population of around 1.2 million people. That's equivalent to **48,400** Olympic-sized swimming pools!

We have the **largest industrial water customer base in Victoria.**

We're supporting local jobs by employing **650 staff**, with 50 additional employees to be based at Sunbury over the next three years.

Each year, we're collecting **107 billion litres** of wastewater and producing around 11 billion litres of recycled water.

Our service area

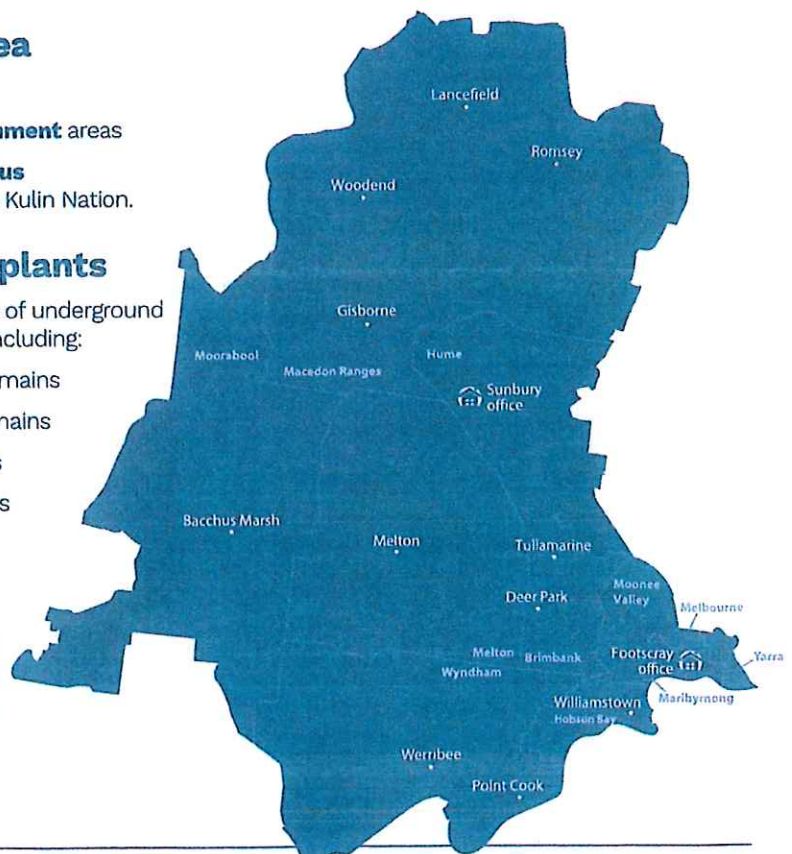
Spans **3,700km²**
Includes **11 local government** areas
Covers all **five indigenous language groups** of the Kulin Nation.

Our pipes and plants

We have a vast network of underground pipes and equipment, including:

8,091 km water supply mains
6,266 km wastewater mains
8 recycled water plants
7 water filtration plants

We have **580,000** registered customers, predicted to jump to **690,000** by 2028.



Becoming a Greater Western Water customer

Paying your bill



You can pay your Greater Western Water bill in all the same ways you did before - by phone, mail, internet or telephone banking, or via Australia Post.

Our BPAY and Biller codes are the same. If you have had a direct debit agreement with Western Water or City

West Water, your agreement will now be with Greater Western Water.

If you prefer using our online portals you can continue to do so – just login using your same details.

For detailed information on how to make payments, see the back of your bill.

Payment support

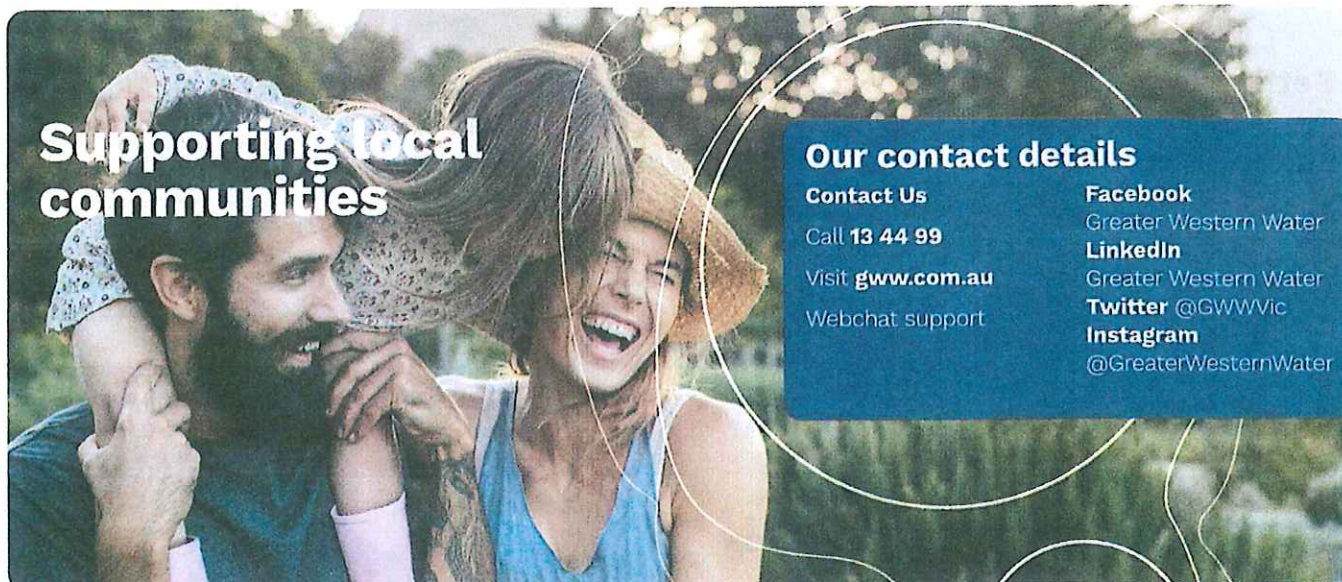


As Greater Western Water, we'll continue to provide our customers with a range of tailored options for bill support.

Concessional discounts, payment plans and support programs will all continue as usual.

If you need extra time to pay your bill or would just like to learn more about our tailored plans, please get in touch.

Supporting local communities



Our contact details

Contact Us

Call **13 44 99**

Visit **gww.com.au**

Webchat support

Facebook

Greater Western Water

LinkedIn

Greater Western Water

Twitter @GWWVic

Instagram

@GreaterWesternWater

Other charges

We will continue to collect the annual Waterways and Drainage Charge on behalf of Melbourne Water and the annual Parks Charge on behalf of the State Government.

Most customers based in metropolitan Melbourne will notice the Parks Charge on their current bill.

These funds help Parks Victoria maintain Melbourne's most iconic parks, trails, zoos and waterways. Learn more at **parks.vic.gov.au/about-us/parks-charge**

We are committed to supporting our community to develop and prosper.

That's why we're always ready to support events and programs that celebrate our vibrant community.

We will soon open our next round of community funding for events from Jan – June 2022. For further information visit **gww.com.au**

Keeping your information safe



We have security measures in place to ensure your personal data is kept safe. There are also some things you can do too.

Be wary of requests that ask you to supply personal and/or financial information.

Visit **consumer.vic.gov.au/scams** for tips on how to detect a scam.

If you're in doubt, please contact our team for advice.

2021 Land Tax Assessment Notice

For land held in joint ownership

STATE
REVENUE
OFFICE
VICTORIA
ABN 76 775 195 331



7045851017005001606

R02

CRAIG HARVEY DUNCAN
14 LIBERTAS ROAD
CAMERON PARK NSW 2285



THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
CRAIG HARVEY DUNCAN
TANIA LYNETTE DUNCAN

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtaxregister

Paul Broderick
Commissioner of State Revenue

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US

075264222

ASSESSMENT NUMBER
THIS CHANGES EVERY YEAR

46463581

ISSUE DATE

30 APR 2021

TOTAL PAYABLE

\$365.00

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1 IN FULL

PAY BY 10 SEP 2021

2 INSTALMENTS

MUST BE SET UP BY 28 MAY 2021

Instalments are ONLY payable via the online system, AutoPay.

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR
INSTALMENTS
(EQUAL AMOUNTS)

MONTHLY
INSTALMENTS

FORTNIGHTLY
INSTALMENTS



sro.vic.gov.au/autopay

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Billers Code: 5249
REF: 46463581

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD



Customer No: 075264222
REF: 46463581

Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST



Post
Billpay

\$365.00

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment



*382 400 0046463581 9

Summary of assessment

Assessment number: 46463581

Period of assessment: 1 January 2021 to 31 December 2021

Land tax applies to land you owned on 31 December 2020.

2021 calculation

Total taxable value	\$295,000.00
Tax calculation	\$365.00
2021 tax payable	\$365.00

For land tax rates, visit sro.vic.gov.au/landtaxrate.

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria and councils.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online.

Personal:

- address
- contact details

Property:

- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you disagree with the valuation of your property, you can lodge an objection online.

sro.vic.gov.au/valueobjection

If you disagree with another aspect of your assessment, you can lodge a written objection within 60 days of receiving your assessment.

An objection is a formal avenue of dispute resolution requiring you to explain fully and in detail the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

JOINT OWNERS

As a joint and individual owner of land, you may receive more than one assessment. For information about how we assess joint owners visit sro.vic.gov.au/jointowners.

HOW TO CONTACT US AT THE STATE REVENUE OFFICE

sro.vic.gov.au/landtax | Phone 13 21 61 DURING BUSINESS HOURS (AEST)



3 Zara Avenue, Tarneit
(Property)



PO Box 6065
Point Cook VIC 3030
Tel: 03 9989 2290 / 0490 418 120
Email: kathryn@mirrorimageconveyancing.com.au
Ref: 2297/21/KR