

CONTRACT OF SALE OF REAL ESTATE

**VENDOR (S): Truong Minh NGUYEN and
Dalena TRAN**

AND

PURCHASER (S):

**PROPERTY: (Lot 944) No. 25 Bray Street,
DEANSIDE VIC 3336**

ALFRIEDA CONVEYANCING PTY. LTD.

A.C.N. 115 007 791

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OUR REF: KT/3595/25

Contract of sale of real estate – Particulars of sale

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

Property address

(Lot 944) No. 25 Bray Street DEANSIDE VIC 3336

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 purchasers

Cooling-off period

Section 31, Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

Signing of this contract

Warning: this is a legally binding agreement. You should read this contract before signing it.

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of 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
dd/mm/yyyy

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 clear business days if none specified).

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

Truong Minh NGUYEN and Dalena TRAN

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.

Notice to purchasers of property “off-the-plan”

Section 9AA(1A), *Sale of Land Act 1962*

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Particulars of sale

Vendor's estate agent

Name:	Area Specialist - St Albans
Address:	Shop 2, 3 East Esplanade, St Albans TAS 3021
Telephone:	
Fax:	
Email:	

Vendor

Name(s):	Truong Minh NGUYEN and Dalena TRAN
Address:	
Telephone:	
Email:	

Vendor’s legal practitioner or conveyancer

Name:	Alfrieda Conveyancing Pty Ltd
Address:	338 Duke Street SUNSHINE NORTH VIC 3020
Telephone:	(03) 9362 1340
Fax:	(03) 9362 1367
Email:	kathy@alfrieda.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser’s legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Land (general conditions 7)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	12361	Folio	957	944	PS841634Q
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address
The address of the land

(Lot 944) No. 25 Bray Street DEANSIDE VIC 3336

Goods sold with the land
General condition 2.3(f). List
or attach schedule.

Vacant Land as inspected.

Payment

Price	\$
Deposit	\$
by dd/mm/yyyy	
(of which [amount] has been paid)	\$
Balance payable at settlement	\$

GST (general condition 19)

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

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

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

Margin Scheme (if applicable)

Settlement (general condition 17)

Is due on:
dd/mm/yyyy

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

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:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

Terms contract (general condition 30)

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

and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

Lender	
Loan amount	
Approval date	

Building Inspection Report (General Condition 21)

The building Report applies if the applicable box is checked

☐

Pest Inspection Report (General Condition 22)

The building Report applies if the applicable box is checked

☐

Special conditions

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

SPECIAL CONDITION

Contract of sale of real estate—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special Condition 1- Acceptance of title

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

Special condition 2 – Electronic conveyancing

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* special condition 2 applies, if the box is marked "EC".

EC

- 2.1 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions 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 lodgment.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic 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.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 3 - Service

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.

- 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 authorised for service on or by a legal practitioner, or
- d) by email.

3.1 Any document properly sent by:

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

3.2 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 4 – Nomination

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.

Special condition 5- Purchaser Admits

The Purchaser admits that the land as offered for sale and inspected by him/her is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended) Condition 3 of Table A of the Third Schedule of the Transfer of Land Act, 1958 shall not apply to this Contract.

Special condition 6- Company purchases

- 6.1. Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- 6.2. The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

Special condition 7 – Purchase Warrants

- 7.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 7.2. If there is a breach of the warranty contained in clause 3.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 7.3. This warranty and indemnity do not merge on completion of this contract.

Special condition 8- More Than One Purchaser

- 8.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 8.2 If the Proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 8.3 The purchaser fully indemnify the Vendor, the Vendor's Agent and the Vendor's legal practitioner against any claims or demands which may be made against any of all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

Special condition 9- Purchase Acknowledgements

The Purchaser acknowledges that he/her has inspected the property and Chattels prior to the date of sale. The purchaser agrees that the Purchaser is purchasing and will accept delivery of the property and Chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor no liability or obligation to carry out repairs, relations or improvements.

The Purchaser:

(a) Acknowledges that prior to the execution of this Contract that the Purchaser:

- (i) has received a copy of the signed Vendors Statement; and
- (ii) has received a copy of this Contract; and
- (iii) has had sufficient opportunity to carry out investigations and to make enquiries in relation to the property before signing the contract;

(b) accepts the Property:

- (i) with all existing and future planning, environmental and building controls and approvals; and
- (ii) on its present condition with all defects and any non-compliance with any of those controls or approvals;

(c) acknowledges that the decision to purchase the Property was based on the Purchaser's own investigation and that no representations were made by or on behalf of the Vendor as to the condition of the property or any of the matters referred to in sub-paragraph (b) hereof; and

(d) waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

(e) The purchaser acknowledges having carried out his/her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information in relation to all matter and relies on and admits that he/she is satisfied with same. The purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

(f) The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by thi clause.

(g) The property and any chattels are sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his/her own enquiries whether any structures or buildings and constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

(h) The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulation, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in the relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition, or claim for compensation in relation to anything referred to this special condition.

Special condition 10- Settlement Rescheduled

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this contract of sale (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor representative \$200.00 plus GST for each and every rescheduled of settlement for additional costs and disbursements and such additional amount or amounts have to be paid at the rescheduled settlement date.

Special condition 11 - Adjustment

The statement of Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 working days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of 200.00 plus GST for the delay in receiving the Statement of Adjustments. The purchaser also agrees to provide a copy of all certificates obtained by them to complete any Statement of Adjustments to the Vendor's representative. The Vendor will not be obliged to provide any cheque direction until this condition has been complied with.

Special condition 12 – Vendor Authorizes

The Vendor authorizes Alfrieda Conveyancing Pty. Ltd. to specify and collect on behalf of the vendor to proceeds due under this Contract of Sale in the manner specified by Alfrieda Conveyancing Pty. Ltd. without Alfrieda Conveyancing Pty. Ltd. producing any separate or other direction or authority from the vendor. The Purchaser agrees to provide the proceeds in accordance with the written direction to Alfrieda Conveyancing Pty. Ltd.

Special condition 13 – Purchasers Default

General condition 35.4 of the Contract is amended to add: The Purchaser is hereby notified that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- 13.1 All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
- 13.2 Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
- 13.3 Accommodation expenses necessarily incurred by the Vendor.
- 13.4 Additional costs and expenses as between the Vendor's representative and Vendor and Vendor to a third party plus any Legal costs.
- 13.5 Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

Special Condition 14 - Swimming Pool or Spa

If the property sold includes a swimming pool and or spa located on the land (hereinafter referred to as 'the Pool'), as defined in the Building Regulations 2006 (VIC) ("the regulations") in respect of which suitable barriers as defined in the Regulations have not been provided, then the purchaser does hereby acknowledge agree and declare that it shall be the purchaser's responsibility at their sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority within the time prescribed in the Regulations. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition, or claim for compensation with respect to the Pool or compliance matters referred to this special condition.

Special Condition 15 - Condition of Land

The purchaser acknowledges that the Purchaser has purchased the Land as a result of the Purchaser's own inspection or inquiries and in its present condition and state of repair subject to all faults both latent and patent and except to any extend expressly provided in this contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

Special Condition 16 - Dwelling

The Purchaser accepts the land and buildings (if any) chattels in their present condition and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

Special Condition 17- Paper Settlement

If Vendor(s) representative needs to do paper settlement under Purchaser(s) representative request. The admin fee of \$300.00 plus GST will be charged to the Purchaser.

Special Condition 18- Loan

General condition 20.2 (c) herein shall be deleted and substituted to read as follows: (c) serves written notice ending the contract, together with written evidence of decline or non-approval of the loan from approved lending institution (not broker) to the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter from approved lending institution which the loan application was applied to.

Special Condition 19- Restrictions

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

Special Condition 20- Solar Panels

The Vendor makes on representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their in-put, feed in tariff of any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way.

Special Condition 21- Contamination

Contaminant is defined as a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) the land in the same locality, being a presence that presents a risk of harm to human health, or any other aspect of the environment (including asbestos) and contamination has a corresponding meaning.

- 21.1. The Purchaser assumes full responsibility for the presence of any contaminant on the property and anything incidental to them, including compliance with all relevant legislation.
- 21.2. The Purchaser accepts the property in its present condition and state of repair, latent or patent defects including any contamination by any hazardous substances.
- 21.3. The Purchaser will make no objection, requisition, or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminations in or on the property.

Special Condition 22- Vendor Statement

The Purchaser hereby acknowledges that prior to the execution of this or any other contract, agreement or document whatsoever in relation to the purchase of the said land or before payment of any deposit in relation thereto the purchaser received a statement in writing setting out the particulars required by Section 32 of the Sale of Land Act 1962 as amended ("the Vendors Statement") and also acknowledges having received a copy of this Contract of Sale.

Special Condition 23- Compliance with Notices

The purchaser shall assume liability for compliance with all notices and orders relating to the property (other than those relating to current rates) which are made or issued after the date of sale.

Special Condition 24- Taxation

Despite any other condition in this contract, if the day of sale is on or after 1 January 2024, the vendor will not require the purchaser to pay any amount for or towards tax for which the vendor is or may become liable under the *Land Tax Act 2005* or the *Windfall Gains Tax Act 2021*, if doing so would be prohibited by law.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

- (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of			ACN

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)

RESALE DEED

EMMANUEL SANT

and

DIANNE SHIRLEY MAYO

('Head Vendor')

- and -

('Resale Purchaser')

Ref: LAD:KMT:1073265

THIS DEED is made on _____ 20__

PARTIES

1. **EMMANUEL SANT** of Suite 11, 860 Doncaster Road, Doncaster East VIC 3109

and

DIANNE SHIRLEY MAYO of Suite 11, 860 Doncaster Road, Doncaster East VIC 3109

(**'Head Vendor'**)

AND

2. _____

of _____ (**'Resale Purchaser'**)

RECITALS

- A. Pursuant to the Head Contract, the Head Vendor sold the Property to the First Purchaser.
- B. It is a condition of the Head Contract that the First Purchaser must not sell the Property to another person unless the First Purchaser first procures the execution by the Resale Purchaser of a deed of assumption in the form required by the Head Vendor, to ensure that the Resale Purchaser assumes all necessary obligations to the Head Vendor.
- C. The Head Vendor has consented to the Resale Purchaser entering into the Resale Contract, subject to the Resale Purchaser entering into this Deed.

THE PARTIES AGREE THAT:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following words have these meanings in this Contract unless the contrary intention appears:

'First Purchaser' means Dalena Tran and Truong Minh Nguyen of 3 Hardwick Crescent, Derrimut VIC 3026 and 23 Holt Street, Ardeer VIC 3022;

'Head Contract' means the contract of sale dated on or about 7 May 2021 by which the Head Vendor sold the Property to the First Purchaser;

'Head Contract Special Conditions' means the special conditions contained in the Head Contract, a copy of which are attached to this Deed as Annexure A;

'Property' means the land known as Lot 944, on registered Plan of Subdivision PS837659W, being part of the land in Certificate of Title Volume 12361 Folio 957;

'Resale Contract' means the contract of sale dated _____ by which the Purchaser is selling the Property to the Resale Purchaser; and

'Resale Purchaser' means _____.

1.2. Definitions

In this Contract, unless the context otherwise requires:

- (a) capitalised terms in this Deed appearing in the Head Contract Special Conditions have the same meaning as in the Head Contract;
- (b) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other genders;
- (c) an obligation of two or more parties shall bind them jointly and severally;
- (d) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (e) a reference to:
 - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
 - (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
 - (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

2. PURCHASER'S COVENANTS

2.1 Compliance with Head Contract Generally

The Resale Purchaser acknowledges and agrees that it must, as a condition of purchase of the Property, fully comply with and observe all of the First Purchaser's obligations as "Purchaser" under the Head Contract Special Conditions.

2.2 Specific Head Contract Obligations

Without limitation of the Resale Purchaser's obligations under clause 2 of this Deed, the Resale Purchaser specifically acknowledges and agrees that it must, as a condition of purchase of the Property:

- (a) until the Development Works are completed, not sell the Property to another person unless the Resale Purchaser first procures the execution by that other person of a deed of assumption in or to the effect of the form required by the Head Vendor;
- (b) indemnify the Head Vendor against all costs, losses, charges and expenses incurred by the Head Vendor as a result of any claim for fencing contribution brought by a subsequent purchaser of the Property against the Head Vendor;

3. COSTS

The Head Vendor confirms receipt of payment of \$605.00 (inclusive of GST), being the Head Vendor's administration and legal costs of negotiating, preparing, perusing and procuring execution by the Head Vendor of this Deed.

4. NOTICE

4.1 Form and Delivery

Any notice, approval, consent or other communication under this Contract:

- (a) may be signed on its behalf and despatched by the party's solicitors rather than by the party personally;

- (b) must be in writing; and
- (c) must be delivered and left at the address of the addressee, or sent by prepaid post or by facsimile to the address of the addressee specified in this Contract or if the addressee has notified another address to that new address.

4.2 Effect of Notice

A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

4.3 Receipt of Notice

A letter or facsimile is taken to be received:

- (a) in the case of a posted letter, on the 2nd day (or if to or from an international address, on the 5th day) after posting; and
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

4.4 Service of Notice

If a conveyancer (as defined in the *Legal Profession Act 2004*) acts for a party to this Contract, then the conveyancer may be served with a notice in the same manner as a party's solicitor may be served in accordance with General Condition 13 of Table A.

EXECUTION

DATED _____ **20**____

HEAD VENDOR EXECUTION:

Executed by EMMANUEL SANT
by its Attorney Bryce Moore / Duncan
McLellan pursuant to Power of
Attorney dated 17 October 2013 who
states that he has received no notice
of revocation thereof, in the presence
of:

Signature of Witness

Signature of Attorney

Executed by DIANNE SHIRLEY
MAYO by its Attorney Bryce Moore /
Duncan McLellan pursuant to Power
of Attorney dated 17 October 2013
who states that he has received no
notice of revocation thereof, in the
presence of:

Signature of Witness

Signature of Attorney

RESALE PURCHASER EXECUTION:

SIGNED SEALED AND DELIVERED by)
)
)
in the presence of:)

.....
Signature of Witness

SIGNED SEALED AND DELIVERED by)
)
)
in the presence of:)

.....
Signature of Witness

.....
Name of Witness

.....
Name of Witness

**ANNEXURE A
HEAD CONTRACT SPECIAL CONDITIONS**

SPECIAL CONDITIONS

1. INTERPRETATION AND DEFINITIONS

- 1.1 The following words have these meanings in this Contract unless the contrary intention appears:

"*Act*" means the *Sale of Land Act* 1962.

"*Bank*" means a bank for the purposes of the *Banking Act* 1959.

"*Claim*" means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation.

"*Commissioner*" means the Commissioner of Taxation.

"*Contaminant*" means any substance which is or may be harmful to the environment or to the health or safety of any person or which may cause damage to any property or the environment.

"*Council*" means Melton City Council.

"*DDF*" means the online form called "Digital Duties Form" generated from the SRO website.

"*Deposit*" means the deposit specified in the Particulars of Sale.

"*Design Guidelines*" means the set of building and design guidelines named "Deanside Village Design Guidelines", as amended from time to time, and as available at https://deansidevillage.ourcontent.com.au/pdf/Deanside-Village-Design-Guidelines_20180705.pdf an endorsed copy is attached to the Vendor's Statement.

"*Design Reviewer*" means the reviewer appointed by the Vendor for the purposes of assessing compliance by lot owners with the Planning and Building Controls and this Contract.

"*Development*" means any dwellings, structures and improvements constructed or to be constructed on the Development Land.

"*Development Land*" means the land owned by the Vendor or any other land developed in conjunction with land owned by the Vendor known as Deanside Village, and where the context admits or requires includes the Property.

"*Development Works*" means the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Development Land and the construction of other lots on the Development Land and includes works of any kind necessary or incidental to establishing utility infrastructure and utility services, connections to such infrastructure and services, and including any excavation and general earthworks.

"*Due Date*" means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing.

"*Electronic Conveyancing National Law*" means the *Electronic Conveyancing (Adoption of National Law) Act* 2013 (Vic).

"Environmental Law" means a law regulating or otherwise relating to the environment current at the date of this Contract including any law relating to land use, planning, pollution of air or water, soil or groundwater contamination, chemicals, waste, use of dangerous goods or to any other aspect of protection of the environment or a person or property.

"GST" means goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999*.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

"GST Withholding Amount" means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.

"Guarantee" means the form of guarantee annexed to this Contract as Annexure 1.

"Lot" means the lot number specified in the Particulars of Sale.

"Object" means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.

"Permit" means the planning permit issued by Council, a copy of which is attached to the Vendor's Statement identified as PA2017/5690/2.

"Plan of Subdivision" means the unregistered Plan of Subdivision **PS841634Q**, a copy of which is annexed to the Vendor's Statement.

"Planning Agreement" means an agreement pursuant to Section 173 of the *Planning & Environment Act 1987* which may be required by Council under the Permit or agreed to by the Vendor and Council.

"Planning Scheme" means the Melton Planning Scheme, as that scheme may be amended from time to time;

"Planning and Building Controls" means the Restrictions, this Contract and the Design Guidelines.

"Property" means the property described as such in the Particulars of Sale.

"Restrictions" means the restrictions and the building envelopes and the building envelope profiles created on registration of the Plan of Subdivision.

"Settlement" means the date the Purchaser accepts title to the Property and pays the Price in full.

"Settlement Date" means the date when Settlement occurs.

"SRO" means the State Revenue Office of Victoria

"SRO Settlement Statement" means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.

"Table A" means Table A of the Seventh Schedule of the *Transfer of Land Act 1958* annexed to this Contract as Annexure 3 which applies as amended by this Contract.

"Vendor's Statement" means the statement made by the Vendor under Section 32 of the Act, a copy of which is attached to this Contract.

"Withholding Law" means Schedule 1 to the Taxation Administration Act 1953 (Cth).

1.2 In this Contract, unless the context otherwise requires:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other genders;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to:
 - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
 - (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
 - (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

2. ACKNOWLEDGMENT

2.1 The Purchaser acknowledges:

- (a) having received from the Vendor:
 - (i) the Vendor's Statement executed by the Vendor; and
 - (ii) a copy of this Contract;
- (b) that This Contract may be signed and exchanged electronically by the parties, in accordance with applicable laws and Special Condition 40.
- (c) that no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of the Vendor's agent; and
- (d) that the Purchaser was given a genuine and effective opportunity to review and negotiate the terms of this Contract;
- (e) upon settlement of this Contract and subject to any other terms and conditions set by the Vendor from time to time, the Vendor may provide another person with a voucher, payment or other incentive in respect of that person having referred the Purchaser to the Vendor and the Purchaser must not make any claim, objection or requisition or seek to delay or avoid

settlement as a consequence of anything relating to such voucher, payment or incentive.

3. WHOLE CONTRACT

- 3.1 This Contract contains the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties (other than warranties set out in this Contract), or commitments in relation to, or in any way affecting, the subject matter of this Contract are superseded by this Contract and are of no force or effect whatsoever and no party shall be liable to any other party in respect of those matters.
- 3.2 No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Contract or constitute any collateral agreement, warranty or understanding between any of the parties.
- 3.3 Without limiting the previous paragraph, the Purchaser acknowledges that no information, representation or warranty made by the Vendor or the Vendor's estate agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that:
- (a) no warranty has in fact been relied upon;
 - (b) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of the Development including but without limitation the Property, construction of any building on the Property, planning restrictions, building regulations and the suitability of the Property for the Purchaser's intended use; and
 - (c) the Purchaser has purchased the Property as a result of the Purchaser's own inspection or enquiries and in its present condition subject to any defects whether latent or patent.

4. FINANCE

- 4.1 Further to the provisions of General Condition 3, the parties agree that if the Purchaser fails to make application or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.
- 4.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

5. IDENTITY OF LAND

- 5.1 The Purchaser admits that the Property offered for sale and inspected by the Purchaser is identical with the Lot. Subject to the provisions of the Act, the Purchaser accepts as identical with the land the lot bearing the same number on the Plan of Subdivision when registered as the lot number specified in the title particulars set out in the Particulars of Sale or if the lots on the Plan of Subdivision are re-numbered prior to its registration, the Purchaser shall accept as identical with the land the lot on the Plan of Subdivision when registered which occupies the same or approximately the same position on the ground as is indicated on the Plan of Subdivision included in the Vendor's Statement attached to this Contract as being occupied by the lot specified in the title particulars set out in the Particulars of Sale.
- 5.2 The Purchaser will not make any requisition or claim any compensation or rescind this Contract for:
- (a) any actual or alleged misdescription of the Property or deficiency in its area or measurements; or
 - (b) any minor variations (being variations which will not materially affect the Property) between the Property as inspected by the Purchaser and the corresponding lot as shown on the Plan of Subdivision as registered; or
 - (c) any other amendments or variations on the Plan of Subdivision which do not affect the Property.
- 5.3 Condition 3 of Table A does not apply to this sale.

6. CONDITION OF LAND

- 6.1 The Purchaser acknowledges that it has purchased the Property in its present condition and has entered into this Contract on the basis that it:
- (a) acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the use of the Property or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Property;
 - (b) releases and discharge the Vendor and its successors, assigns, employees and agent from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under that Property and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and
 - (c) indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of

any Contaminant in, on or under the Property (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law) and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suites, demands and action.

7. PLANNING RESTRICTIONS

- 7.1 The Purchaser buys the Property subject to any restriction on the use of the Property pursuant to any planning scheme, order, regulation, rule, permit or condition imposed by any authority empowered by statute or otherwise to control the use of the Property. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any requisition or objection or be entitled to any compensation from the Vendor in respect of any such restriction.
- 7.2 The Purchaser agrees to comply with the provisions of any planning permit or permits as they affect the use and development of the Property.
- 7.3 The Purchaser acknowledges the Vendor may apply for amendments to existing planning permits or one or more new planning permits or amendments to the Planning Scheme in connection with any Development Works, at its absolute discretion, including but not limited to use of any part of the Development Land as shopping centres, activity centres, childcare centres, retirement villages, medium density sites and other purposes. The Purchaser must not:
- (a) object, assist in or encourage any objection, to any application by or on behalf of the Vendor for a planning permit or amendments to planning permits for the Development Works;
 - (b) oppose, or assist or encourage the opposition of, any amendment to the Planning Scheme proposed by or on behalf of the Vendor to enable the Development Works;
 - (c) object, or assist in or encourage any objections to any planning permit application or oppose, or assist or encourage the opposition of any amendment to the Planning Scheme which relates to any proposed Development Works; or
 - (d) make any requisitions or objections, claim compensation or refuse or delay payment of the Price on account of any amendment or proposed amendment to the Permit.

8. DEPOSIT

- 8.1 The deposit shall be paid to the Vendor's solicitors to be held on trust for the Purchaser until registration of the Plan of Subdivision and thereafter as stakeholder under the Act.
- 8.2 All other moneys shall be paid by bank cheques drawn in favour of payees as may be directed by the Vendor's solicitors.
- 8.3 The parties authorise the Vendor's solicitors to hold the deposit in an interest bearing trust account with a Bank. If the Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but

otherwise will accrue for the benefit of and be paid to the Vendor. In either case financial institutions duty and bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the *Income Tax Assessment Act 1997* may be appropriated in accordance with that Act.

9. PURCHASER INDEMNITY

9.1 The Purchaser indemnifies and will keep indemnified at all times the Vendor against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the Vendor may suffer or incur arising from or in any way connected with or relating to:

- (a) the *Duties Act* 2000 relating to the Contract and the instrument of transfer of land;
- (b) the Property, however arising, made or incurred subsequent to the Settlement Date or any act, matter or thing occurring after the Settlement Date by which the Vendor may become liable in any way, unless the Vendor has contributed to the same; and
- (c) any liability including any penalty or interest under the *Duties Act* 2000 relating to this Contract, any substitute contract of sale of real estate or the Transfer or any transfer or conveyance under any substitute contract of sale of real estate.

10. PURCHASER TO PROCURE EXECUTION OF GUARANTEE

10.1 If the Purchaser is or includes a company (other than a company listed on an Australian Stock Exchange) the company shall, simultaneously upon execution of this Contract, procure the execution by all of its directors of the Guarantee and provide the fully executed Guarantee to the Vendor.

11. DEFAULT

11.1 If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until all of the following have occurred:

- (a) the remedy by the Purchaser of the relevant default;
- (b) the payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the Property, calculated from the designated Settlement Date;
- (c) payment of the Vendor's solicitors legal costs (on an indemnity basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary instructions and advice; and
- (d) payment of interest under Special Condition 12.

11.2 The Purchaser acknowledges and agrees that:

- (a) if the Purchaser is in breach of this Contract by not completing this Contract on the date set out in this Contract; and
 - (b) if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract was due to take place; then
 - (c) the Purchaser's breach will result in an increase of the Vendor's land tax assessment for the year following the year that completion of this Contract was due to take place as a result of the Property continuing to be included in the Vendors total landholdings in the State of Victoria; and
 - (d) the additional land tax that the Vendor will incur in accordance with this special condition is a reasonable foreseeable loss incurred by the Vendor which was a direct result of the Purchaser's breach of this Contract in respect of which the Vendor is entitled to compensation from the Purchaser.
- 11.3 If Special Condition 11.2 applies to this Contract then on the Settlement Date the Purchaser must, in addition to the Balance payable to the Vendor under this Contract, pay to the Vendor on account of the additional Land Tax being incurred by the Vendor an amount equal to 3.5% of the price of the Property.
- 11.4 The Purchaser agrees that the reasonably foreseeable loss the Vendor may suffer due to the Purchaser's breach of this Contract may include, without limitation, interest payable by the Vendor in relation to loans secured on the Property for the period from the date the Balance is payable under this Contract to the date the Balance is paid, interest incurred on any purchase by the Vendor which is incurred as a result of the Purchaser's default, interest on bridging finance obtained by the Vendor for the same period to cover the Vendor's intended use of the Price and costs of that bridging finance and, if the Vendor is usually accommodated in the Property, accommodation costs incurred by the Vendor and the cost of storing the Vendor's property usually kept in the Property.
- 11.5 If the Purchaser fails to settle at the time and place scheduled for settlement (time being of the essence) and settlement is rescheduled, the Purchaser will be in default of this Contract. The Purchaser must pay the Vendor's Legal Practitioner \$250.00 plus GST together with any costs of the Vendor's mortgagee, for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement.

12. DEFAULT INTEREST

- 12.1 If the Purchaser defaults in any payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on the amount in default from the time it fell due until the default ceases without prejudice to any other rights of the Vendor.

13. WAIVER

- 13.1 The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be or be deemed to be waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tendered by the Purchaser not in accordance with this Contract. Time shall be and remain of the

essence of this Contract notwithstanding any act or omission on the part of the Vendor.

14. PLAN OF SUBDIVISION

- 14.1 This Contract is subject to and conditional upon the Plan of Subdivision being registered by the Registrar of Titles. If the Plan of Subdivision is not registered within 48 months after the day of sale either party may rescind this Contract by giving the appropriate written notice to the other party before the Plan of Subdivision is so registered.
- 14.2 Before rescinding this Contract, the Vendor must give the Purchaser 28 days' written notice ('notice period'), setting out:
- (a) the reason why the Vendor is proposing to rescind this Contract;
 - (b) the reason for the delay in the registration of the Plan of Subdivision; and
 - (c) that the Purchaser is not obliged to consent to the proposed rescission.
- 14.3 For the purpose of Special Conditions 14.2 and 14.3, the Purchaser will be deemed to have consented to the proposed rescission if no objection is received by the Vendor on or before the end of the notice period.
- 14.4 New section 10F of the Act
- (a) This Special Condition 14.4 only applies if section 10F of the Act is in effect on or before the Day of Sale.
 - (b) For the purposes of section 10F of the Sale of Land Act, if the Vendor wishes to rescind this Contract, the Purchaser acknowledges that:
 - (i) the Vendor is required to give notice of a proposed rescission of this Contract under Special Conditions 14.2 and 14.3; and
 - (ii) the Purchaser has the right to consent to the proposed rescission but is not obliged to consent; and
 - (iii) the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
 - (iv) the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.
- 14.5 The Vendor shall do all acts matters and things and execute all documents as may be reasonably necessary to cause the Plan of Subdivision to be registered by the Registrar of Titles. The Vendor reserves the right to make any alteration to the Plan of Subdivision which may be required by the Registrar of Titles or otherwise necessary in the reasonable opinion of the Vendor.
- 14.6 Notwithstanding Special Condition 14.2, if the Registrar of Titles or any authority having jurisdiction in respect of the subdivision requires a material modification to the subdivision or material amendment of the Plan of Subdivision, or imposes any conditions or other requirements which in the opinion of the Vendor may be likely to substantially increase the cost of the subdivision of the Development Land, then the

Vendor may rescind this Contract by giving the appropriate written notice to the Purchaser within 30 days after being notified of the event referred to in this Special Condition.

- 14.7 Subject to sections 9AC and 9AE of the Act, the Purchaser may not rescind this Contract as a consequence of any amendment to the Plan of Subdivision irrespective of whether the amendment restricts or limits the use of the Property, if the amendment:
- (a) results from any recommendation of a public authority or government department, or
 - (b) concerns the final location on the Plan of Subdivision of an easement.
- 14.8 For the purposes of Section 9AC of the Act, the Purchaser acknowledges that while the following amendments may affect the Lot, the effect of these variations will not be considered to be material. The variations are:
- (a) minor variations to accord with surveying practice;
 - (b) minor variations to meet any requirement or requisition of the Council or any statutory body or the Registrar of Titles to effect registration; and
 - (c) the amendments required to effect a consolidation, merger or otherwise to accommodate the development of any adjoining property or merger with any other plan affecting such property.
- 14.9 Where a Statement of Compliance or similar certification has been issued by Council in respect of the Plan of Subdivision, the Purchaser shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement as a consequence of any issue relating to a matter certified by Council.
- 14.10 The Purchaser acknowledges and agrees that:
- (a) the land contained in the Plan of Subdivision includes:
 - (i) land contained in certificate of title volume 11978 folio 560 which at the Day of Sale is owned by Deanside Residential Pty Ltd ACN 165 386 372 (or any successor in title);
 - (ii) land contained in certificate of title volume 9651 folio 526 which at the Day of Sale is owned by Dianne Shirley Mayo (or any successor in title);
 - (iii) land contained in certificate of title volume 9651 folio 527 which at the Day of Sale is owned by Thamil Welfare Services Pty Ltd ACN 099 745 909 (or any successor in title); and
 - (iv) land contained in certificate of title volume 9651 folio 528 which at the Day of Sale is owned by Emmanuel Sant (or any successor in title).

- (b) it must prepare a transfer of land in relation to the Property that takes into account the matters outlined in this Special Condition and take all reasonable steps to ensure that the transfer of land is in registerable form;
- (c) the Vendor's obligations under this Contract are enforceable against each party that comprises the Vendor under this Contract to the extent that that person is the registered proprietor of the land described in certificate of title for the Property; and
- (d) each party that comprises the Vendor under this Contract, is entitled to the benefits that are conferred under this Contract to the extent that that person is the registered proprietor of the land described in certificate of title for the Property; and
- (e) despite anything in this Special Condition, the Purchaser will not be responsible for the apportionment of the Price between the parties which comprise the Vendor under this Contract.
- (f) the Purchaser must not make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay Settlement or withhold any part of the Price as a consequence of any matter relating to this Special Condition 14.10.

15. CAVEAT

- 15.1 Until the Plan has been registered, the Purchaser must not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat in the Land Titles Office in respect of the Purchaser's interest in the Property. The Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this condition.
- 15.2 The Purchaser irrevocably appoints the Vendor as its attorney for the purpose of withdrawing any caveat lodged in breach of Special Condition 15. The appointment shall not be affected by the rescission or termination of this Contract by either party.
- 15.3 This Special Condition is an essential term of the Contract and the rights conferred hereby are in addition to any common law rights or other rights of the Vendor.

16. NATURAL SURFACE LEVEL

- 16.1 The Purchaser acknowledges that the Property may have been filled, raised, levelled, compacted or cut prior to the Vendor becoming a registered proprietor of that part of the Development Land containing the Property and that the Purchaser must not make any requisition, nor claim any compensation, nor claim any setoff, nor rescind this Contract for any such works.
- 16.2 The Purchaser acknowledges that the Property has been, or is, or will be, in the course of subdivisional works and may be filled, raised, levelled, packed or cut as disclosed in the Vendor's Statement ("subdivisional works").
- 16.3 At the Day of Sale:
 - (a) if no works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan are proposed to be carried out, then Vendor has not given disclosure pursuant to section 9AB(1) of the Act.

- (b) if works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan are proposed to be carried out, then the Vendor has given disclosure pursuant to section 9AB(1) of the Act.
 - (c) if such works are proposed after the Day of Sale or if any change occurs to any proposed works, the Vendor will provide disclosure in accordance with section 9AB(2) of the Act as soon as practicable after the details required for disclosure come to the knowledge to the Vendor.
- 16.4 The Purchaser will not make any requisition nor claim any compensation nor claim any setoff nor rescind this Contract for any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works, particulars of which have been disclosed to the Purchaser.
- 16.5 The Purchaser further acknowledges and agrees that in calculating the amount of any fill provided to the Property, any amount of topsoil removed from the Property prior to filling and regrading and replaced thereafter shall not be included in such calculation.
- 16.6 The Purchaser indemnifies the Vendor against any claim made by any person in respect of subdivisional works. This condition shall not merge on the transfer of the Property. The Vendor and its employees, agents and consultants may commence or complete the subdivisional works after settlement of this Contract.

17. REQUISITIONS ON TITLE

- 17.1 The Purchaser is deemed to have delivered requisitions and objections as annexed to this Contract (Annexure 2). The Purchaser acknowledges the answers to those requisitions as specified in Annexure 2 and may not deliver any further or other requisitions or objections.
- 17.2 Condition 1 of Table A shall not apply to this Contract.

18. ADJUSTMENT OF RATES

- 18.1 Condition 9 of Table A does not apply to this Contract.
- 18.2 All rates, taxes (including land tax), assessments and outgoings (collectively referred to as "the outgoings") in respect of the Property shall be apportioned between the Vendor and Purchaser as from the Settlement Date.
- 18.3 The Property is part of land which is part of a subdivision for which outgoings are nominally assessed under a bulk assessment. If there is no separate assessment issued for outgoings for the Property at the Settlement Date the outgoings attributable to the Property for apportionment purposes shall be that proportion of the total assessment which the area of the Lot bears to the total area of all lots on the Plan of Subdivision (or of all lots subject to the assessment, as the case may be).
- 18.4 If a separate assessment for the same period issues to the Purchaser or the Vendor after the Settlement Date, no further adjustment will be undertaken and the Purchaser remains solely responsible for payment of such assessments.
- 18.5 The Vendor will pay the outgoings when they are due to be paid and the Purchaser acknowledges and agrees that it cannot require them to be paid at or before settlement under any circumstances.

18.6 Despite Special Condition 18.5 the outgoings must be apportioned as if they had been paid by the Vendor.

18.7 This condition will not merge on settlement.

19. ENCUMBRANCES

19.1 The Purchaser acknowledges that it is aware of the possibility that at the Day of Sale there may not have been created all the easements, restrictions or other encumbrances which may be required by any governmental agency or authority, any provider of utility services including electricity, gas, water or telecommunications, the Council, the Registrar of Titles or the Vendor, in which case:

- (a) if a governmental agency or authority, any provider of utility services including electricity, gas, water or telecommunications, the Council, the Registrar of Titles or the Vendor requires the creation of further easements, restrictions or other encumbrances then subject to Special Condition 19.1(c), the Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract because of that creation.
- (b) the Vendor must notify the Purchaser of the creation of any further easement, restriction or other encumbrance within 14 days after receipt of the requirement from the governmental agency or authority, the service provider, the Council or the Registrar of Titles for, or a decision of the Vendor to make a requirement for, the creation of a further easement, restriction or other encumbrance.
- (c) the Purchaser may notify the Vendor of its intention to rescind this Contract within 14 days after being advised by the Vendor of the requirement if the further easements, restrictions or other encumbrances will materially adversely affect the Property, but not otherwise.
- (d) the Vendor may by notice withdraw the requirement or cause it to be withdrawn within 10 days of receipt of the Purchaser's notice under Special Condition 19.1(c) or dispute the Purchaser's opinion that the further easement, restriction or other encumbrance will have a materially adverse effect on the Property. If the Vendor does not do so, the Purchaser may rescind this Contract by notice within a further 14 days after the date of expiry of the notice under Special Condition 19.1(c).
- (e) If the Vendor disputes the Purchaser's opinion that the further easement, restriction or other encumbrance will have a materially adverse effect on the Property, the Vendor may refer the dispute to arbitration under the *Commercial Arbitration Act* 1984. In that case, the time periods in this Special Condition will be suspended pending the outcome of the arbitration. The cost of the arbitration (including legal costs on a solicitor-own client basis) must be paid by the party who loses the arbitration.
- (f) For the purposes of Special Condition 19.1(e), a reduction in the usable area of the Property by an easement affecting not more than 5% in area of the Property and located adjacent to a boundary will not be considered to be material.

19.2 The Purchaser acknowledges and agrees that the Vendor may prior to the Settlement Date enter into a Planning Agreement with Council (or its successor) and

that, in that case, the Planning Agreement will be registered and run with the title to the Property. If the Planning Agreement is entered into prior to the Settlement Date:

- (a) the Purchaser must take title to the Property subject to the Planning Agreement; and
- (b) the Purchaser may not make any requisition or objection in relation to the Planning Agreement and shall not be entitled to refuse or delay settlement nor be entitled to any reduction in the Price nor to any compensation whatsoever as a result of or in any way connected with the Vendor having entered into or failed to fulfil obligations under the Planning Agreement.

20. DEVELOPMENT

20.1 The Purchaser acknowledges and agrees that:

- (a) the Property forms part of an overall subdivision of the whole or part of the Development Land and that the Development Land will be a mixed use development, with the Vendor considering various options to develop all or part of the balance of the Development Land for a variety of possible purposes including residential, recreational, commercial, retail, aged accommodation, educational, low, medium and/or high density, and other uses;
- (b) any promotional material prepared by the Vendor with respect to the possible use of the Development does not constitute promises or representations on the part of the Vendor that the balance of the Development Land or any part of it will be developed for any of the purposes disclosed in the promotional material;
- (c) the Vendor is continuing to consider development options for the balance of the Development Land and may in its discretion decide to proceed with development of only part of it (for any one or more of the uses referred to in Special Condition 20.1(a) and/or for any other purpose) or not develop it at all;
- (d) the Vendor has given no promises or representations as to the timing of any development of the Development Land; and
- (e) the subdivision development, use and management of all or any part of the Development Land, including the Property will be subject to the lawful directions, requirements, licences or permits from time to time issued by the Council or any other governmental authority and the Vendor will be bound to comply with such directions, requirements, licences or permits.

20.2 The Purchaser acknowledges and agrees that it shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement as a consequence of the Vendor's use of the Development Land or any part thereof.

20.3 The Purchaser acknowledges and agrees that it shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement as a consequence of any issue which does not materially and adversely affect the Purchaser's use of the Property.

21. NATIONAL BROADBAND NETWORK AND FIBRE-TO-THE-PREMISES

21.1 The Purchaser acknowledges and agrees that:

- (a) the Purchaser is solely responsible for, and must ensure that, any construction and works on the Property include conduits, cabling and housing and comply with NBN Co Limited ("NBN Co")'s wiring guide as available at <http://www.nbnco.com.au/assets/documents/preparation-and-installation-guide-for-sdus-and-mdus.pdf> or any other substantially similar document as approved or updated by NBN Co from time to time ("In Home Wiring Guide") so that the Purchaser can connect, on an open-access basis, to a fibre-to-the-premises or other network such as the National Broadband Network and the network infrastructure constituting the National Broadband Network ("NBN") and/or any service provider operating via the NBN, if it chooses to; and
- (b) any failure to comply with the NBN Co In-Home Wiring Guide in construction and works on the Property will prevent the Purchaser from connecting to the NBN or will require the Purchaser to incur additional costs in order to connect to the NBN.
- (c) The Purchaser further acknowledges and agrees that:
- (d) the Vendor is only responsible for, and will enter into an agreement with NBN Co for, the provision of pit and pipe infrastructure on the Development Land and the Vendor is not responsible for actual connection of the Property to any services through the NBN;
- (e) the Vendor will not, and Telstra or any other telecommunications provider ("Telco") will not, install or provide any form of copper wiring to the Property; and
- (f) the Purchaser must make no requisitions or objections, nor claim compensation or refuse or delay payment of the Price on account of any matter in this Special Condition.

21.2 The Purchaser acknowledges that the Vendor makes no representations nor gives any warranties in respect of any NBN services offered or supplied to the Property by any Telco or other service provider, and that the Purchaser must make its own inquiries as to the eligibility criteria, timing, capacity, suitability for intended use, terms and conditions which apply to such offers.

21.3 The Purchaser agrees that the Vendor may disclose the Purchaser's name, contact details and the Lot in this Contract to NBN Co or any Telco or service provider who offers, or is considering offering, services via the NBN to or at the Property so that NBN Co or the Telco or service provider can provide details of offers for such services to the Purchaser.

21.4 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition and that it has received a copy of the In Home Wiring Guide.

22. DEVELOPMENT WORKS

22.1 The Purchaser acknowledges and agrees that to facilitate the progressive development of the Development, the Vendor may undertake further Development Works on other lots or on any common property after Settlement and, notwithstanding that the works in any part of the Development or on lots to be built subsequently to the Lot may block out or impede access to light and air available to the Lot currently or at Settlement or any other time, the Vendor will be entitled to carry out those works.

22.2 The Purchaser acknowledges and agrees that:

- (a) at the Settlement Date, the construction of the Development Works may not be wholly completed or fit-out works to one or more lots in the Plan may not have commenced or been completed;
- (b) the Vendor and any contractor contracted for works on any part of the Development Land may enter and carry out other Development Works on other lots on the Plan and the construction of one or more new buildings and for that purpose may bring upon the Development Land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works;
- (c) the Vendor may continue to cause or permit such works to be carried out after the Settlement Date;
- (d) any contractor working on the Development Land shall be entitled to full, free and uninterrupted access over and to any lot to carry out and undertake the Development Works and that the Purchaser shall not make any claim or objection to the Vendor in relation to such access; and
- (e) the Purchaser is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement as a consequence of any Development Works which the Vendor is permitted by Council to complete after registration of the Plan of Subdivision.

22.3 As long as the Vendor takes all reasonable steps to minimise inconvenience to the Purchaser in completing the Development Works, the Purchaser will take no objection to the Development Works or to the dust and noise and other discomforts which might arise therefrom and will not institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon the Development Works or to the dust and noise and other discomforts which might arise therefrom.

22.4 The Purchaser acknowledges that the Vendor is not responsible for any contractor carrying out works under contracts with the purchasers of any other lots forming part of the Development Land.

22.5 Without limiting any other provision of this Contract, the Purchaser shall not be entitled to make any objection, requisition or claim for compensation or withhold any part of the Residue or delay settlement by reason of:

- (a) the operations associated with any construction, completion, improvement or extension of any facilities in the Development and the noise and other discomforts which might arise therefrom;

(b) during construction of the Development, the use by the Vendor, its employees, agents, contractors, consultants and others of the other lots in the Development Land for the purpose of:

- (i) gaining access or egress to any part of the Development Land or any adjoining land whether by foot or in vehicles and heavy machinery; or
- (ii) for the storage of building materials, vehicles, equipment or fill associated with the construction of the Development;

and will not institute or prosecute any action or proceedings for an injunction or damages arising out of or consequent upon such further Development Works.

- (c) any easements restrictions or other encumbrances created or implied by the Act or executed by the Vendor as provided for elsewhere in this Contract, in particular under Special Condition 19.1;
- (d) construction of any services on or under the Development Land which may not be protected by easements;
- (e) any alteration to the area or dimensions of the Development Land;
- (f) non-completion of the facilities to be constructed on the Development Land;
- (g) the siting or location of service pits, service markers, man-holes, telephone or electricity poles, or electricity substations on the Development Land;
- (h) any boundary on the Development Land not being fenced or any boundary fence or wall not being on or within the boundary; and
- (i) the methods used by the Vendor in its efforts to sell lots in the Development, including but without limiting the generality of the foregoing use of signs and the maintenance of display units provided that in such sales efforts the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser.

23. SERVICES

23.1 The Purchaser acknowledges that the Property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas, electricity, telephone or other installations, services and utilities (if any). The Purchaser shall not make any requisition, objection or claim for compensation in respect of any of the following:

- (a) the nature, location availability or non-availability of any such installations, services and utilities;
- (b) if any such service is a joint service with any other land or building;
- (c) if any such service for any other Property or building or any parts or connections therefore pass through the Property;
- (d) if any sewer or water main or connection passes through in or over the Property;

- (e) if there is a man hole or vent on the Property; or
- (f) if because of or arising out of any such limitations, services and utilities the Property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

24. FENCING

- 24.1 The Purchaser agrees with the Vendor that if before the date of this Contract, the Vendor has received one or more fencing notices from the owner or owners of land adjoining the Property, the Purchaser agrees to pay to the Vendor on the settlement the half share cost set out in each of the fencing notices by way of reimbursement for the contribution which the Vendor will be required to make under the fencing notices. The Vendor confirms that upon receipt of the Purchaser's payment under this special condition, the Purchaser has no further obligation to the Vendor in respect of any fencing notices received by the Vendor before the date of this Contract.

25. FOREIGN INVESTMENT REVIEW BOARD

- 25.1 The Purchaser warrants to the Vendor that:

- (a) this Contract is not examinable by the Foreign Investment Review Board ("FIRB") under the *Foreign Acquisitions and Takeovers Act 1975* ("FIRB Act"); or
- (b) where this Contract does fall within the FIRB Act and requires FIRB approval, the purchaser has obtained unconditional FIRB approval.

- 25.2 The Purchaser must indemnify and keep indemnified the Vendor against any loss, damage or liability the Vendor may suffer or incur as a result of a breach of the warranty in this Special Condition.

26. GST

- 26.1 In this Contract and unless the context otherwise requires:

"GST" means a tax that is payable under the GST Law;

"GST Law" has the meaning given by Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

- 26.2 The Price specified in the Particulars of Sale page of this contract is expressed as a GST inclusive amount.
- 26.3 The supply of the Property made pursuant to this Contract is one which involves the application of the margin scheme, if available as specified in the GST Law, by the Vendor.
- 26.4 If a supplier makes a supply under or in connection with this Contract to a recipient which is a taxable supply that is not a supply of real property and is not a supply the consideration for which is specifically described as GST-inclusive, then:

- (a) the consideration is increased by and the recipient must also pay to the supplier an amount equal to the GST payable by the supplier on that supply; and
- (b) subject to Special Condition 26.6, the amount by which the GST exclusive consideration is increased must be paid to the supplier by the recipient at the time at which the GST exclusive consideration is payable.

26.5 If this Contract requires a party to pay for, reimburse or contribute to any expense or liability ("reimbursable expense") incurred by the other party ("payee") to a third party, the amount to be paid, reimbursed or contributed the amount to be paid, reimbursed or contributed must be charged by the third party or payee as a taxable supply subject to Special Condition 26.6 or otherwise will be the amount of the reimbursable expense net of any input tax credit to which the payee is entitled in respect of the reimbursable expense.

26.6 A party is not obliged to pay the GST on a taxable supply to it other than one to which the margin scheme applies, until that party is given a valid tax invoice for the supply.

26.7 GST Withholding

(a) Interpretation

In this Special Condition 26.7 words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

(b) Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

- (i) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and
- (ii) if the Purchaser is required to make a payment referred to in Special Condition 26.7:
 - (A) the name and ABN of the Vendor;
 - (B) the GST Withholding Amount;
 - (C) when the GST Withholding Amount is required to be paid;
 - (D) where some or all of the consideration for the supply of the Property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and
 - (E) any other information required by law.

(c) Withholding

- (i) This Special Condition 26.7(c) applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.
- (ii) For the purposes of Special Condition 26.7(b) the Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (GST Cheque) and:
 - (A) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and
 - (B) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.
- (d) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 26.7(c)(ii) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.
- (e) No Effect on Other Terms

Except as expressly set out in this Special Condition 26.7, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.
- (f) Other Information

If the Property qualifies as potential residential land and:

 - (i) the Purchaser is registered (within the meaning of the GST Act) and
 - (ii) the Purchaser acquires the Property for a creditable purpose,

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

27. NON-MERGER

- 27.1 Obligations under this Contract which have not been satisfied or performed by the Settlement Date remain in full force and effect irrespective of settlement and do not merge on the transfer of the Property.

28. TIME OF THE ESSENCE

- 28.1 Unless a contrary intention appears in relation to any time expressed in this Contract, time shall be and remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser.

29. PLANNING AND BUILDING CONTROLS

29.1 Restrictions

- (a) The Purchaser hereby covenants and agrees with the Vendor to be bound by the Restrictions.
- (b) The Purchaser acknowledges and agrees that the restrictions will be amended (or a memorandum of common provisions registered and incorporated into the restrictions) so that the registered proprietor must not:
 - (i) carry out or cause to be carried out on the lot hereby transferred any works or allow any works to remain on the lot hereby transferred, unless prior to the commencement of construction of the works the Design Assessment Panel has approved the works and the works are carried out in accordance with the terms of that approval and the Deanside Village Design Guidelines;
 - (ii) subdivide the lot hereby transferred or allow the lot hereby transferred to be subdivided;
 - (iii) erect allow to be erected or remain erected a relocatable home on the lot hereby transferred;
 - (iv) use any caravan parked on the lot hereby transferred as a dwelling house;
 - (v) leave the lot in a state of disrepair, including the presence of excessive weeds or rubbish, or permit the deterioration of the lot hereby transferred or any improvements erected or to be erected and will maintain the landscape to a standard of the locality acceptable to the transferor provided that the transferor will not act capriciously in determining the standard of acceptance;
 - (vi) without the consent of the Design Assessment Panel, erect, cause or permit to be erected or remain on the lot any temporary, relocatable buildings or structures including storerooms, garden sheds, pergolas, swimming pools and spas unless for use in connection with the building of the dwelling house;
 - (vii) commence construction or permit the construction of the dwelling house to be commenced unless the builder and all the tradesmen engaged in such construction keep the land hereby transferred free of all unnecessary rubbish and waste material and keep on the land transferred and utilise a builder's cage;
 - (viii) without prior written consent of the transferor use the land hereby transferred for the purpose associated with the sales and marketing of houses or as a display home;
 - (ix) for a period of 4 years from the date of registration by the Registrar of Titles of the Plan that creates title to the land

hereby transferred erect or permit to be erected more than one advertising sign for resale of a lot on any lot;

- (x) carry out or cause to be carried out any dismantling, assembling, repairs or restorations of commercial vehicles on the land hereby transferred unless carried out at the rear of a dwelling house on the land hereby transferred in a location which is screened from public view;
- (c) The Purchaser must not make any claim in respect of the Restrictions or the proposed amendments to the Restrictions referred to in this Special Condition.
- (d) The Purchaser must not do anything or allow anything to be done on the Property before registration of the Plan of Subdivision which would not be allowed by the Restrictions.
- (e) If the Purchaser breaches its obligations under Special Condition 29.1(d), the Purchaser grants the Vendor an irrevocable licence to enter the Property and do whatever is required to rectify the Purchaser's breach, and indemnifies the Vendor for all expenses incurred in rectification.

29.2 Design Guidelines

- (a) The Purchaser shall comply with the Design Guidelines and acknowledges receipt of a copy of them as referred to in the Restrictions and as attached to the Vendor's Statement forming part of this Contract of Sale.
- (b) The Purchaser acknowledges that the Design Guidelines are current as at the Day of Sale and are accurate for land contained only in the Plan, and that the Vendor reserves the right to amend the Design Guidelines as reasonably necessary from time to time for land contained in the Plan, or for other parts of the Development Land at its absolute discretion which will include amendments to incorporate water management requirements in accordance with Condition 6 of the Permit.
- (c) If the Vendor amends the Design Guidelines in accordance with Special Condition 29.2(b), the Purchaser must not make any requisition or objection or be entitled to any compensation from the Vendor in respect of any such amendment.

29.3 Alternative Controls

- (a) The Purchaser acknowledges and agrees that the Vendor can, at any time prior to Settlement, substitute or introduce alternative forms of planning and building controls (including but not limited to memoranda of common provisions) to implement and enforce additional controls which are consistent with the Planning and Building Controls.
- (b) The Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract because of any such additional controls.

29.4 Variation and Waiver

- (c) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation or waiver of any of the Planning and Building Controls for any particular lot on the Plan of Subdivision.
- (d) The Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract because of any such consent.

29.5 Purchaser Covenants

The Purchaser:

- (e) acknowledges that the Vendor, being responsible for the Development, has an interest in ensuring the overall quality of the subdivision and the Development;
- (f) covenants with the Vendor to fully observe and comply with the Planning and Building Controls and agrees that the Building Controls:
 - (i) will not merge on completion of this Contract; and
 - (ii) will bind the Purchaser, their successors-in-title, their heirs, executors, administrators and assigns.
- (g) must comply with, and do all reasonable things (at the expense of the Purchaser) to give effect to the Planning and Building Controls and without limitation, if the Purchaser sells or transfers the Property, the Purchaser must ensure that any contract for sale by the Purchaser as vendor includes a special condition in the form of this Special Condition.

29.6 Vendor Access

The Vendor has the right to access the Property after Settlement on provision of prior written notice to ensure compliance with, the Restrictions, Design Guidelines, approved dwelling house plans, and this Contract.

29.7 Conflict in Planning and Building Controls

In the event of any conflict between the Planning and Building Controls, then the same shall be ranked in priority as follows:

- (a) first, the Restrictions;
- (b) second, these Special Conditions; and
- (c) third, the Design Guidelines.

29.8 Bushfire Attack Level

Without limiting Special Condition 3 of this Contract, the Purchaser acknowledges and agrees:

- (a) the Property may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a bushfire attack level ('BAL') rating assessment

prior to undertaking any works, including but not limited to construction and renovation works, on the Property;

- (b) unless otherwise stated in the Vendor's Statement, the Vendor gives no warranty and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;
- (c) when undertaking works on the Property, the Purchaser may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;
- (d) that unless stated otherwise in the Vendor's Statement no information, representation or warranty was made by the Vendor, the Vendor's Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:
 - (i) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Property is in a bushfire prone area and its BAL rating; and
 - (ii) the Purchaser has purchased the Property as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Property is in a bushfire prone area and its BAL rating;
- (e) that it must not make any requisitions or objections, claim any compensation or refuse or delay payment of the Price or rescind, terminate or delay settlement on account of any matter relating to whether the Property is in a bushfire prone area or its BAL rating.

29.9 Rescode

The Purchaser acknowledges being made aware of the recent introduction of changes to town planning and building controls, known as ResCode, which legislation sets standards for building heights, setbacks, access to daylight, overlooking and overshadowing. The Purchaser shall make no claim against the Vendor in respect of any Rescode requirements, in respect of the Purchaser's proposed use or development of the Property.

29.10 State of the Property

- (a) The Purchaser agrees that (in addition to and without limiting any obligation of the Purchaser under the Design Guidelines) until the later of 24 months after the Settlement Date and 60 days after the Purchaser has completed construction of a house on the land, the Purchaser must:
 - (i) keep the Property neat and tidy;
 - (ii) promptly remove rubbish and debris from the Property;
 - (iii) cut the grass on the Property;

- (iv) not dump or permit to be dumped any rubbish, debris or fill from the Property on any other public or private land in the Development;
 - (v) not allow the Property to be left in a condition which in the reasonable opinion of the Vendor is unsightly; and
 - (vi) take all reasonable steps to protect the Property from any damage to avoid rubbish being dumped on the Property, including, without limitation, installing temporary fencing to secure the Property, if required.
- (b) The Purchaser must ensure that no boats, caravans, trailers, commercial vehicles or other recreational vehicles are parked on the Property unless they are screened from public view.
- (c) If the Purchaser breaches Special Condition 29.10(a) or 29.10(b), the Vendor may give the Purchaser a notice requiring the Purchaser to remedy the breach within 24 hours.
- (d) If the Purchaser fails to comply with a notice given under Special Condition 29.10(c), the Purchaser authorises the Vendor and its employees, agents and contractors to do whatever works are necessary to remedy the breach (and, if necessary, to enter the Land for that purpose and to remove property from the Land and dispose of it as the Vendor thinks fit without being liable to the Purchaser in any way) and the Purchaser agrees to pay to the Vendor on demand all costs and expenses incurred by the Vendor in so doing.
- (e) The Purchaser acknowledges and agrees that:
- (i) the Vendor will, prior to registration of the Plan, define the boundaries of the Land by pegging the Land; and
 - (ii) the Vendor will not replace any pegs on the Land in the event that pegs are moved or taken by any party after the installation by the Vendor.

30. DESIGN PLANS

30.1 The Purchaser covenants that if the Purchaser applies to a building surveyor or the responsible authority for a building permit that he or she will advise that building surveyor or responsible authority of the Planning and Building Controls (and provide copies of such controls) and any other information in any way relevant to construction on the Property, and the Purchaser warrants that any form of construction and works on the Property will be strictly in accordance with these Planning and Building Controls.

30.2 No Warranty by Vendor

- (a) The Vendor gives no warranty and makes no representation as to the fitness of the Lot for the construction thereon of any particular style, type or model of dwelling and the Purchaser must satisfy himself in this regard.
- (b) Any representation or advice in respect of any such fitness (if given) will have been given without the authority or knowledge of the Vendor and the Vendor and the Design Reviewer shall not be bound by it and the Purchaser must not rely upon any such representation and or advice.

30.3 Design Reviewer

- (a) The Vendor has appointed the Design Reviewer to consider and assess whether the Purchaser's proposed design for the construction of a dwelling on the Property complies with the Planning and Building Controls.
- (b) Any decision made by the Design Reviewer in respect to the Purchaser's proposed design shall be final and binding.

30.4 Submission and Approval of Design Plans

- (a) The Purchaser acknowledges and agrees with the Vendor that before securing any building approval for any dwelling or other structure on the Property ("improvement"), the Purchaser must submit a design ("the proposed design") for the construction of the improvement on the Property to the Design Reviewer.
- (b) The proposed design submitted by the Purchaser must accord with the requirements of the Planning and Building Controls and the Purchaser must submit the Design Approval Form and 2 legible copies in A3 format of the documents specified in the Design Guidelines in paper or electronic form.
- (c) The Purchaser acknowledges that its proposed design will not be assessed unless it complies fully with the requirements of Special Condition 30.4(b) and that the Design Reviewer can request any other plans, specifications, documents or information which it reasonably believes will assist in its assessment of the proposed design.
- (d) The Vendor will use its best endeavours to cause the Design Reviewer to consider the proposed design within 14 business days after the proposed design is submitted by the Purchaser and after consideration to either:
 - (i) advise the Purchaser that the proposed design is approved by the Design Reviewer; or
 - (ii) advise the Purchaser of any amendments that the Design Reviewer requires to be made to the proposed design.
- (e) If the Vendor advises the Purchaser that the Design Reviewer requires amendments to the proposed design then the Purchaser incorporate these amendments in the proposed design and then resubmit the amended proposed design to the Design Reviewer for approval.
- (f) Once the Design Reviewer has approved the proposed design the vendor will advise the Purchaser that the proposed design is approved, and the proposed design will be the "Approved Design".
- (g) The Purchaser may only vary the location, design or style of the improvement to be erected on the Property as shown on the Approved Design:
 - (i) so as to comply with the terms of the Planning and Building Controls and any other requirement of a Government Agency; or
 - (ii) with the prior consent of the Vendor which consent by the Vendor, after first consulting with the Design Reviewer, may give, given conditionally or withheld at its sole and absolute discretion.

- (h) The Purchaser for themselves and their successors in title to the Property covenants with the Vendor that they will carry out and complete the construction of the improvements in accordance with the Approved Design (as amended if permitted pursuant to Special Condition 30.4(g)).
- (i) The Purchaser acknowledges and agrees that the benefit of the covenant made by the Purchaser pursuant to Special Condition 30.4(h) shall run with the Development Land (other than the Property) and that the burden thereof shall be annexed to and run with the Property.

31. SETTLEMENT

- 31.1 On the Settlement Date, settlement must be effected prior to 5.00pm.
- 31.2 If settlement is effected later than 5.00pm on the Settlement Date, settlement shall be deemed for the purpose of Condition 4 of Table A to have occurred on the business day following the day on which payment of the Balance is made and the Purchaser will be deemed to have made a default in payment of the Balance, so that the Vendor will be entitled to interest under Condition 4 of Table A for the intervening days.
- 31.3 The Purchaser is not entitled to call for or receive at settlement or at any other time a Form 312 or any other release or letter of comfort or discharge of any charge registered under the Corporations Act 2001 or the Personal Property Securities Register over the Property, the Development Land or the assets and undertaking of the Vendor generally ('Security Interest'). If the Vendor provides a Form 312 or other form of release of a Security Interest, the Purchaser must pay any registration fee and arrange for lodgement at its expense.

32. INSOLVENCY AND INCAPACITY

- 32.1 If before completion of this Contract:
 - (a) the Purchaser, being a natural person:
 - (i) dies;
 - (ii) becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;
 - (iii) is sentenced to imprisonment for a term exceeding one month; or
 - (iv) is a protected person under any legislation or an involuntary patient or security patient under the *Mental Health Act 1986*; or
 - (b) the Purchaser, being a company:
 - (i) is subject to an application for its winding up;
 - (ii) is ordered to be wound up, or is placed in provisional liquidation;
 - (iii) enters into a scheme of arrangement for the benefit of the creditors;
 - (iv) resolves to go into liquidation; or

- (v) is put into the control of a receiver, receiver and manager, official manager or administrator;

then the Vendor may terminate this Contract by notice. The Vendor must refund all money paid under this Contract and any interest earned on it in such circumstances.

- 32.2 For the purposes of this Special Condition, "Purchaser" includes any of the persons that comprise the Purchaser.

33. NOMINATION

- 33.1 General Condition 5 of this Contract is deleted, and if this Contract says that the Property is sold to the Purchaser "and/or nominee" (or similar words), the Purchaser may only nominate and/or substitute a substitute or additional purchaser (the substitute or additional purchaser together with the Purchaser in the case or nomination of an additional purchaser being called the "Nominee"):

- (a) by giving no less than 7 days written notice to the Vendor before the Settlement Date (time being of the essence); and
- (b) upon the Purchaser procuring payment at settlement by the Nominee of the Vendor's reasonable legal costs in respect of the nomination fixed at \$250.00 plus GST.

- 33.2 If the Purchaser nominates and/or substitutes a Nominee less than 7 days before the due Settlement Date, the Purchaser will be in default of this Contract and to procure the Vendor's acceptance of the defaulting nomination and/or substitution, the Purchaser must procure the Nominee to pay the Vendor's reasonable legal costs in respect of the default and the nomination fixed at \$500.00 plus GST, such amount to be paid at settlement.

- 33.3 For the avoidance of doubt, if the Purchaser nominates and/or substitutes a Nominee, the Purchaser remains personally liable for the due performance of all the obligations on the part of the purchaser under this Contract.

- 33.4 As a pre-condition to Nomination and substitution, if requested by the Vendor, the Purchaser must deliver to the Vendor:

- (a) two parts of a contract executed by the Nominee and in the same form as this Contract except for:
 - (i) deletion of this Special Condition;
 - (ii) amendment of the name of the purchaser; and
 - (iii) adjustment of dates of payment of moneys if necessary to coincide with this Contract and the date upon which the Nominee as purchaser under the substituted contract becomes responsible for any notices or orders relating to the Property being the day of sale herein referred to executed by the Nominee;
- (b) an authority from the Purchaser addressed to the Vendor authorising the Vendor to apply the Deposit as deposit payable under the substituted contract; and

- (c) if required by the Vendor and if the Purchaser is not remaining as a purchaser, a duly executed guarantee by the Purchaser of all the obligations of the Nominee under the substituted contract;

and the Nominee must pay the Vendor's solicitors' costs (fixed on an item basis in accordance with the Practitioner Remuneration Order) in connection with the preparation of the substituted contract of sale if required and all other matters referred to in this Special Condition.

- 33.5 The Vendor must execute both parts and deliver one part to the Nominee upon which delivery and payment of the Vendor's solicitors' costs, the substituted contract takes effect and this Contract is deemed cancelled.

34. VENDOR'S RIGHT TO MORTGAGE, CHARGE, ASSIGN OR NOVATE

- 34.1 The Purchaser acknowledges and agrees that at any time before Settlement:

- (a) the Vendor is entitled to grant a mortgage or charge over the Land (including a fixed and/or floating charge over all the assets and undertaking of the Vendor) from time to time;
- (b) the Vendor is entitled to assign, novate or otherwise transfer its rights and benefits in and under this Contract to another party at any time;
- (c) to accept a transfer of land duly executed by the party to which the Vendor has assigned, novated or otherwise transferred its rights and benefits in and under this Contract;
- (d) if the Vendor does any of the things contemplated by this Special Condition, the Purchaser agrees to enter into a deed or agreement as may be required by the Vendor to give effect to such actions and to acknowledge that the Purchaser will comply with its obligations under this Contract in favour of the party to whom this Contract has been assigned or novated; and
- (e) if a bank guarantee has been provided in payment of the Deposit, the Purchaser will provide a replacement bank guarantee in favour of the new party or pay an amount equivalent to the Deposit in cleared funds to the Vendor's solicitor in exchange for return of the original bank guarantee.

35. RESALE

- 35.1 Until a certificate of occupancy is issued for a dwelling constructed in accordance with Special Condition 29 and 30, the Purchaser must not without the consent of the Vendor, sell, transfer, assign, mortgage or otherwise encumber or in any other way whatsoever deal with the Property or any part thereof or the Purchaser's rights or interest in or under this Contract, and must not erect any advertising signs for resale.

- 35.2 The Purchaser acknowledges that in any such resale of the Property:

- (a) the contract must contain a Special Condition in the same form as Special Conditions 29 and 30 and the Design Guidelines must be attached to the Vendor's Statement forming part of the subsequent contract; and

- (b) the Vendor shall be entitled to impose a condition on its consent that the transferee or assignee must execute a deed of assumption in or to the effect of the form required by the Vendor.

36. FIRST HOME OWNER ASSISTANCE

- 36.1 The Purchaser acknowledges and agrees that the Vendor or the Vendor's estate agent has made no representation or warranty, or given any oral or written explanation or information as to the timing of registration of the Plan of Subdivision or the timing of settlement of the Property, particularly in respect of Purchaser's eligibility for any form of financial assistance, including but not limited to the First Home Owners Grant or First Home Owners Boost or First Home Owners Bonus or any such similar assistance.

37. NOTICE

- 37.1 Any notice, approval, consent or other communication under this Contract:
- (a) must be in writing; and
 - (b) must be delivered and left at the address of the addressee, or sent by prepaid post or by facsimile to the address of the addressee specified in this Contract or if the addressee has notified another address to that new address.
- 37.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- 37.3 A letter or facsimile is taken to be received:
- (a) in the case of a posted letter, on the 2nd day (or if to or from an international address, on the 5th day) after posting; and
 - (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.
- 37.4 A notice given by a party may be signed on its behalf and despatched by the party's solicitors rather than by the party personally.
- 37.5 If a conveyancer (as defined in the Legal Profession Act 2004) acts for a party to this Contract, then the conveyancer may be served with a notice in the same manner as a party's solicitor may be served in accordance with General Condition 13 of Table A.

38. LANDSCAPING

- 38.1 The Purchaser acknowledges that the Vendor, as part of the Development, may provide, or may be required to provide, landscaping on areas within the Development Land.
- 38.2 The Purchaser agrees and acknowledges that:
- (a) any information provided by the Vendor in respect of such landscaping is indicative only, and believed to be correct at the Day of Sale;

- (b) the Purchaser is not relying upon such information in entering into this Contract;
- (c) no warranty or representation has been given or is to be construed as a result of the provision of such information by the Vendor;
- (d) the Vendor retains the right to change such landscaping at its absolute discretion, including the right to not provide such landscaping at all; and
- (e) any potential changes made by the Vendor to such landscaping may have the effect of altering the visual amenity from the Property.

38.3 The Purchaser shall not make any requisition or objection nor claim any compensation nor seek to avoid or delay settlement as a direct or indirect consequence of anything contained in this Special Condition.

39. PURCHASER AS TRUSTEE

39.1 If the Purchaser is, or is acting in the capacity of, a trustee, then the Purchaser enters into this Contract both in its individual capacity and in its capacity as trustee of the relevant trust (Purchaser Trust) and all agreements, warranties and obligations of the Purchaser in this Contract bind the Purchaser in both capacities.

39.2 The Purchaser warrants that:

- (a) it is the only trustee of the Purchaser Trust and no action has been taken or proposed to remove it as trustee of the Purchaser Trust;
- (b) it is not in default under the terms of the Purchaser Trust;
- (c) it has the power and authority under the terms of the Purchaser Trust to enter into and perform this Contract including the power to purchase the Property;
- (d) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust, whose consents (if necessary) have been obtained;
- (e) it has a right to be fully indemnified out of the Purchaser Trust assets in respect of all of its obligations and liabilities incurred by it under this Contract and the assets of the Purchaser Trust are, and will at all times be, sufficient to satisfy such obligations and liabilities; and
- (f) pending settlement the Purchaser agrees not to:
 - (i) resign as trustee of the Purchaser Trust or permit any substitute or additional trustee to be appointed;
 - (ii) do anything which effects or facilitates the termination of the Purchaser Trust;
 - (iii) do anything which effects or facilitates the variation of the terms of the Purchaser Trust;
 - (iv) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course of business; or

- (v) do anything which effects or facilitates the resettlement of the Purchaser Trust funds,

without the prior written consent of the Vendor. That consent may not be unreasonably withheld if a person reasonably satisfactory to the Vendor covenants with the Vendor before the relevant event, in a form reasonably required by the Vendor, to discharge all outstanding obligations of the Purchaser under this Contract.

40. GENERAL PROVISIONS

- 40.1 This Contract may consist of one or more counterpart copies. All counterparts of this Contract, when taken together, constitute one fully executed document.
- 40.2 Each party must execute and deliver all documents, instruments and writings and do and procure to be done all acts and things necessary or desirable or reasonable to give effect to this Contract.
- 40.3 This Contract is to be governed by and construed in accordance with Victorian law and each party submits to the non-exclusive jurisdiction of the Victorian courts.
- 40.4 A reference to "consent" of the Vendor means prior written consent which may be given or withheld at the Vendor's sole discretion and may be given on conditions.
- 40.5 If any provision of this Contract or its application to any party or any circumstance is or becomes illegal, unenforceable, or invalid then the remaining provisions of this Contract will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.
- 40.6 The provisions of this Contract may only be varied by further written agreement of the parties. No variation of the provisions of this Contract shall be inferred from a course of dealing.
- 40.7 Electronic signing
- (a) This Contract, the Vendor's Statement and the Guarantee and Indemnity will be considered to be validly executed by a party if affixed with an electronic signature, manuscript signature or initials or a typed name of the party or a person, firm or company and its representatives holding the requisite authority to bind the relevant party.
 - (b) If this Contract, the Vendor's Statement and/or the Guarantee and Indemnity are signed electronically:
 - (i) the Vendor may at any time request that the Purchaser sign a paper counterpart of this Contract, the Vendor's Statement and/or the Guarantee and Indemnity and return the signed paper counterpart to the Vendor or the Vendor's Solicitors within 7 days of being requested to do so by the Vendor or the Vendor's Solicitors (time being of the essence);
 - (ii) if the Purchaser fails to comply with Special Condition 40.7(b)(i), within 7 days of being requested to do so by the Vendor or the Vendor's Solicitors (time being of the essence), the Purchaser appoints the Vendor as its attorney to sign the paper counterpart version of this Contract, the Vendor's Statement and/or the Guarantee and Indemnity on behalf of the Purchaser;
 - (iii) the Purchaser indemnifies the Vendor in relation to all Claims arising from the Purchaser's breach of this Special Condition 40.7(b); and

- (iv) the Purchaser may not Object or make any Claim against the Vendor in relation to the Contract, the Vendor's Statement and/or the Guarantee and Indemnity having been signed electronically.

41. DIGITAL DUTIES FORM AND SRO SETTLEMENT STATEMENT

41.1 Vendor's obligations

The Vendor must:

- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Vendor DDF**);
- (b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and
- (c) if the Purchaser has complied with Special Condition 41.2, sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

41.2 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (**Purchaser DDF**) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to Settlement:
 - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and
 - (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.
- (e) not make or require any changes to the DDF except as requested by the Vendor or the Vendor's Legal Practitioner less than 2 business days prior to the due date.

41.3 No Objection

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DDF at any time prior to Settlement.

27.2 Settlement if not an electronic conveyance

- (a) This Special Condition 27.2 only applies if settlement is not conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) Subject to the Vendor complying with Special Condition 41.1:
 - (i) Settlement is not conditional upon:
 - (A) the Purchaser signing or approving a DDF; or
 - (B) production of an SRO Settlement Statement; and
 - (ii) the Purchaser may not Object if:
 - (A) the DDF is not completed prior to Settlement or at all; or
 - (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

41.4 Settlement if an electronic conveyance

- (a) This Special Condition 41.4 only applies if Special Condition 27.2 does not apply.
- (b) Special Condition 41.2 is a fundamental term of this Contract.
- (c) The Purchaser acknowledges and agrees that:
 - (i) unless and until the Purchaser complies with Special Condition 41.2 Settlement will not be able to proceed;
 - (ii) the Purchaser will be in breach of this Contract; and
 - (iii) without prejudice to the Vendor's other rights, if the Purchaser breaches any of its obligations in Special Condition 41.2, the Purchaser must pay the Vendor's reasonable legal costs incurred as a result of the breach, which the parties agree is \$150.00 plus GST for each and every breach (which the Purchaser acknowledges and agrees may be charged on multiple occasions) by the Vendor's Legal Practitioner in the event of multiple breaches by the Purchaser.

41.5 Breach of Purchaser's obligations

Without prejudice to the Vendor's other rights in this Contract, if the Purchaser breaches any of its obligations in Special Condition 41.2, the Purchaser must pay the Vendor's reasonable legal costs incurred as a result of the breach, which the parties agree is \$150.00 plus GST for each and every breach and which may be charged on multiple occasions by the Vendor's Legal Practitioner in the event of multiple breaches by the Purchaser.

42. ELECTRONIC SETTLEMENT

- 42.1 This Special Condition 42 has priority over any other special condition to the extent of any inconsistency. This Special Condition applies if the Contract 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.
- 42.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 42 ceases to apply from when such a notice is given.
- 42.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 42.4 The Vendor must open the Electronic Workspace (**workspace**) as soon as reasonably practicable and invite the Purchaser to the workspace. The workspace is an electronic address for service of notices and for written communications for the purposes of any electronic transactions legislation.
- 42.5 Where Settlement is to occur in the workspace, the Purchaser acknowledges and agrees that:
- (a) any Bank Guarantee provided to secure the payment of the Deposit cannot be exchanged via the workspace;
 - (b) the Transfer cannot be created in the workspace until the Plan has registered and the Purchaser should not deliver a paper instrument of Transfer to the Vendor.
- 42.6 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement. The parties agree that any date or time nominated prior to the registration of the Plan are indicative date/s and time/s only, and does not constitute an offer to settle at that time. The Vendor may alter the settlement date and time in the workspace any time after the Plan has registered.
- 42.7 Upon notification that the Plan has registered, the Vendor will propose a settlement date and time in the workspace, and the Purchaser must:
- (a) promptly enter the workspace to accept the settlement date and time;
 - (b) use best endeavours to accept the Vendor's invitation to the workspace within a reasonable time and to invite its mortgagee (where applicable); and
 - (c) create and digitally sign the instrument of Transfer.

- 42.8 Within a reasonable time after the receipt of the statement of adjustments from the Vendor, the Purchaser must enter the workspace to prepare the financial settlement statement.
- 42.9 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) there is no exchange of funds or value, the documents necessary to enable the Purchaser to become the registered proprietor of the land have been accepted for electronic lodgement.
- 42.10 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-
 - (c) if, after the locking of the workspace at the nominated settlement time, Settlement in accordance with Special Condition 42.9 has not occurred by 4.00pm or 6.00pm if the nominated time for Settlement is after 4.00pm.
- 42.11 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover any mistaken payment.
- 42.12 The Purchaser must before Settlement manage all necessary requirements relating to aggregated duty assessment and to make the necessary enquiries to confirm whether or not the transactions can proceed in the workspace.
- 42.13 Each party is to bear its own costs in connection with Settlement occurring in the workspace.

43. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

43.1 Definitions and interpretation

In this Special Condition:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Act have the same meaning in this Special Condition 43 unless the context otherwise requires;
- (b) a reference to a section of the Act is a reference to a section of Schedule 1 in the Act unless otherwise expressed;
- (c) **Act** means the Taxation Administration Act 1953 (Cth);
- (d) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Act;
- (e) **Commissioner** means the Commissioner of Taxation;
- (f) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and

- (g) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Act or an amount varied under section 14-235 of the Act.

43.2 Application

This Special Condition 43 only applies if the Purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Act.

43.3 Vendor's status

The Vendor is a foreign resident for the purposes of this Special Condition 43 unless the Vendor gives the Purchaser a Clearance Certificate before settlement. The specified period in the Clearance Certificate must include the actual date of settlement.

43.4 Vendor's obligation

The Vendor must provide the Purchaser with the following items:

- (a) all necessary information that the Purchaser requires in order to comply with the Purchaser's obligation to pay the Withholding Amount under section 14-200 of the Act. This information must be provided to the Purchaser within five Business Days after receiving a request from the Purchaser. For this purpose, the Vendor warrants that the information the Vendor provides is true and correct; and
- (b) any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Act before settlement.

43.5 Withholding amount

- (a) If the Vendor fails to provide a Clearance Certificate to the Purchaser before settlement, the Purchaser is irrevocably authorised to deduct the Withholding Amount from the balance of the Price payable to the Vendor at settlement (**Balance Payable**).
- (b) If the Balance Payable at settlement is less than the Withholding Amount, the Vendor must pay the difference to the Purchaser at settlement.

43.6 Purchaser's obligations

- (a) The Purchaser must:
 - (i) engage a Representative to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this Special Condition 43;
 - (ii) as soon as reasonably practicable after settlement, procure its Representative to:
 - (A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control

or direction of the Representative in accordance with this Special Condition 43;

- (B) promptly provide the Vendor with proof of payment; and
- (C) otherwise comply, or ensure compliance, with this Special Condition 43,

despite;

- (D) any contrary instructions, other than from both the Purchaser and the Vendor in writing; and
- (E) any other provision in this Contract to the contrary.

(b) The Representative will be taken to have complied with its obligations in Special Condition 43.6(a) if in the case of settlement being conducted through the electronic conveyancing system:

- (i) 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
- (ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this Contract.

43.7 Penalties

The Purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the Vendor failing to pay the Purchaser the amount of any difference as required under Special Condition 43.5.

ANNEXURE B DESIGN GUIDELINES

Our Ref: PA2017/5690

1 July 2019

A thriving community
where everyone belongs

Ms Snezana Cutajar
SMEC Australia
Level 20, 727 Collins Street
DOCKLANDS VIC 3008

Dear Ms Cutajar,

Satisfaction of a Permit Condition

No.: PA2017/5690
Land: 130-182 Gray Court and 624-648 Neale Road,
Deanside
Proposal: Multi lot staged subdivision, removal of native
vegetation, removal of dry stone wall, removal of
easements and creation or alteration to Road
Zone Category 1

I refer to the Housing and Design Guidelines submitted under Condition 7
of the above permit.

I wish to advise that the Housing and Design Guidelines are satisfactory
to council and have been endorsed.

A copy of the endorsed document is enclosed.

If you have any queries regarding this matter please contact Kari
Nithianandarajah 9747 5781.

Yours Sincerely,



Kari Nithianandarajah
Planning Assistant

Encl.

Civic Centre
232 High Street
Melton VIC 3037

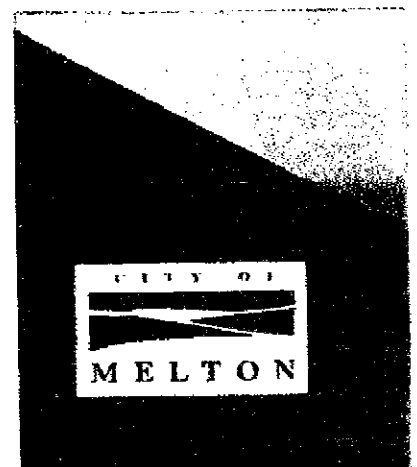
**Melton Library
and Learning Hub**
31 McKenzie Street
Melton VIC 3037

**Caroline Springs Library
and Learning Hub**
193 Caroline Springs Blvd
Caroline Springs VIC 3023

Postal Address
PO Box 21
Melton VIC 3037

☎ 03 9747 7200
✉ csu@melton.vic.gov.au
🌐 melton.vic.gov.au
📍 cityofmelton

DE 30005 Melton
ABN 77 607 075 889



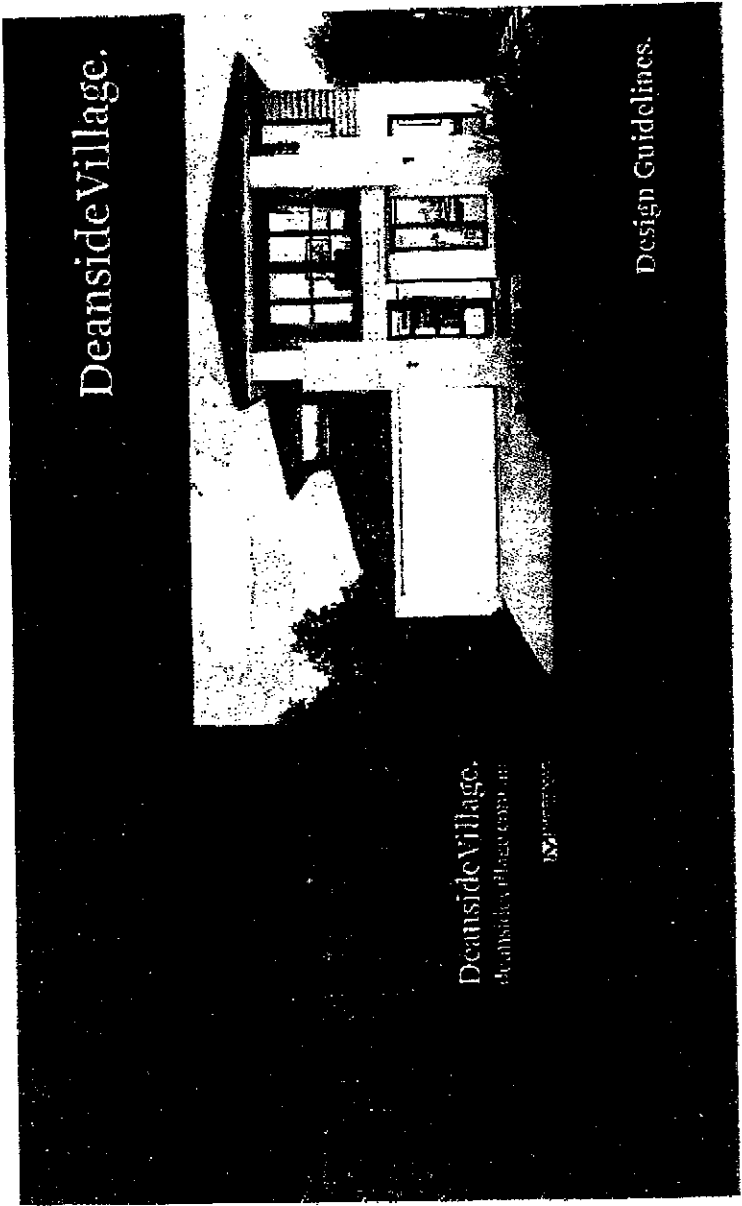
MELTON PLANNING SCHEME	
This is the document referred to in Planning Permit	
No. PA2017/5690	Pages 1 of 12
Condition 7	
Signature of Responsible Authority	Date 1/7/2019

IvyStreet.

DSC18684 | DEANSIDE VILLAGE - Design Guidelines Update | Wednesday, June 19, 2019

Design Guidelines.

Deanside Village.



IvyStreet.

Deanside Village.

Design Guidelines.

Guidelines

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Overview and Project Objectives

Design Assessment and Approval

Architectural Style

Architectural Character

King and Sefton

Roof Design

Ground Level

Garage and Driveway

Colour Scheme and Materials

Building Details

Landscaping and Fencing

Signage and Lighting

Electricity and Water

Completion of Works

Deanside Village

The Deanside Village is a new residential development located in the heart of the village. The development consists of 15 houses, each with a unique design and character. The houses are built to a high standard and are designed to be energy efficient and sustainable. The development is set in a beautiful location with views of the surrounding countryside and the village. The houses are built to a high standard and are designed to be energy efficient and sustainable. The development is set in a beautiful location with views of the surrounding countryside and the village.

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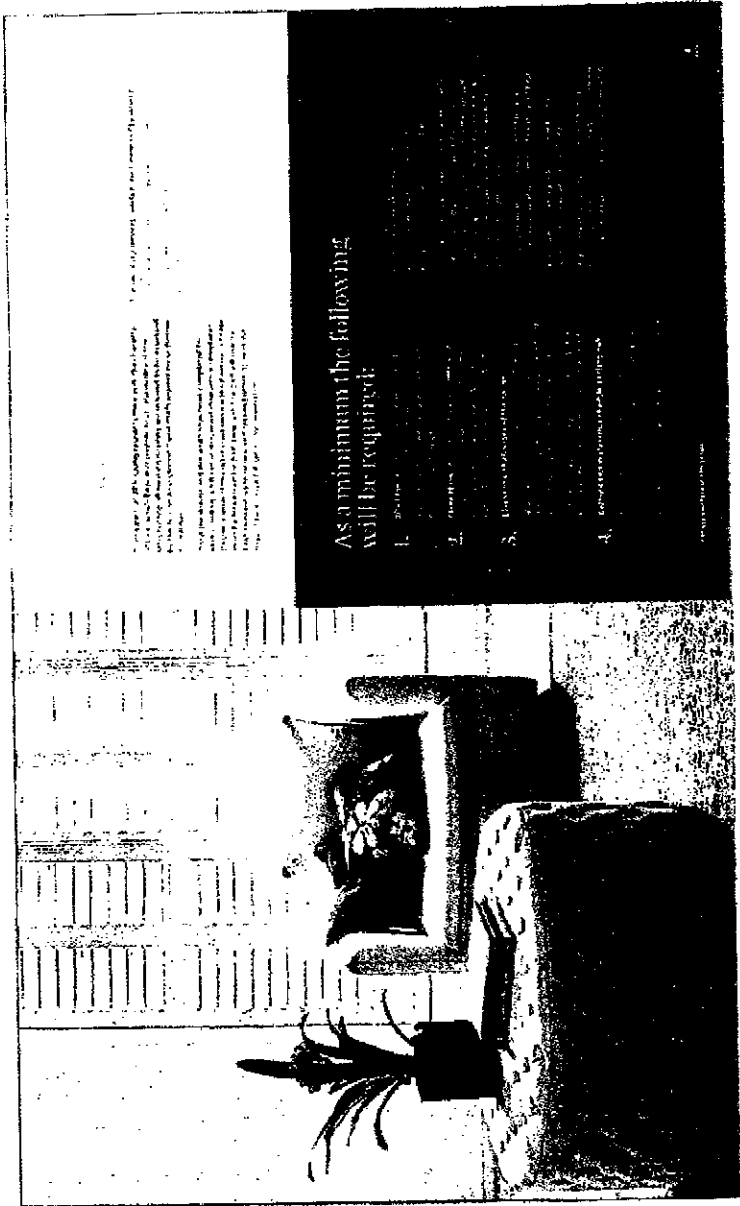
Deanside Village

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Ivy Street.

Design Guidelines.



Deanside Village.

IvyStreet.

Architecture

Introduction

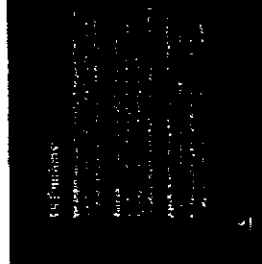
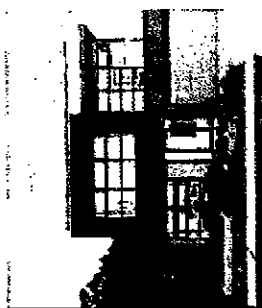
The design team has been instructed to create a design that is both functional and aesthetically pleasing. The design should be based on the following principles:

- 1.1 The design should be based on the principles of functional design.
- 1.2 The design should be based on the principles of aesthetic design.
- 1.3 The design should be based on the principles of environmental design.
- 1.4 The design should be based on the principles of social design.
- 1.5 The design should be based on the principles of economic design.
- 1.6 The design should be based on the principles of cultural design.
- 1.7 The design should be based on the principles of historical design.
- 1.8 The design should be based on the principles of future design.

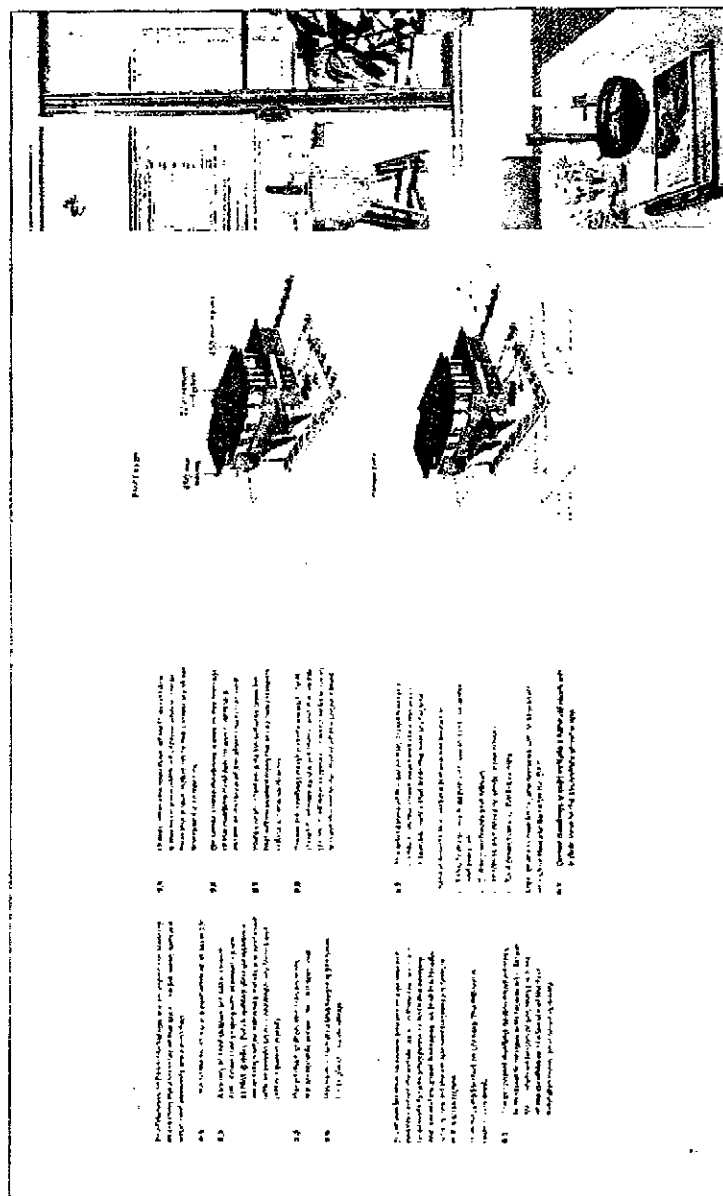
Explanatory

The design team has been instructed to create a design that is both functional and aesthetically pleasing. The design should be based on the following principles:

- 2.1 The design should be based on the principles of functional design.
- 2.2 The design should be based on the principles of aesthetic design.
- 2.3 The design should be based on the principles of environmental design.
- 2.4 The design should be based on the principles of social design.
- 2.5 The design should be based on the principles of economic design.
- 2.6 The design should be based on the principles of cultural design.
- 2.7 The design should be based on the principles of historical design.
- 2.8 The design should be based on the principles of future design.

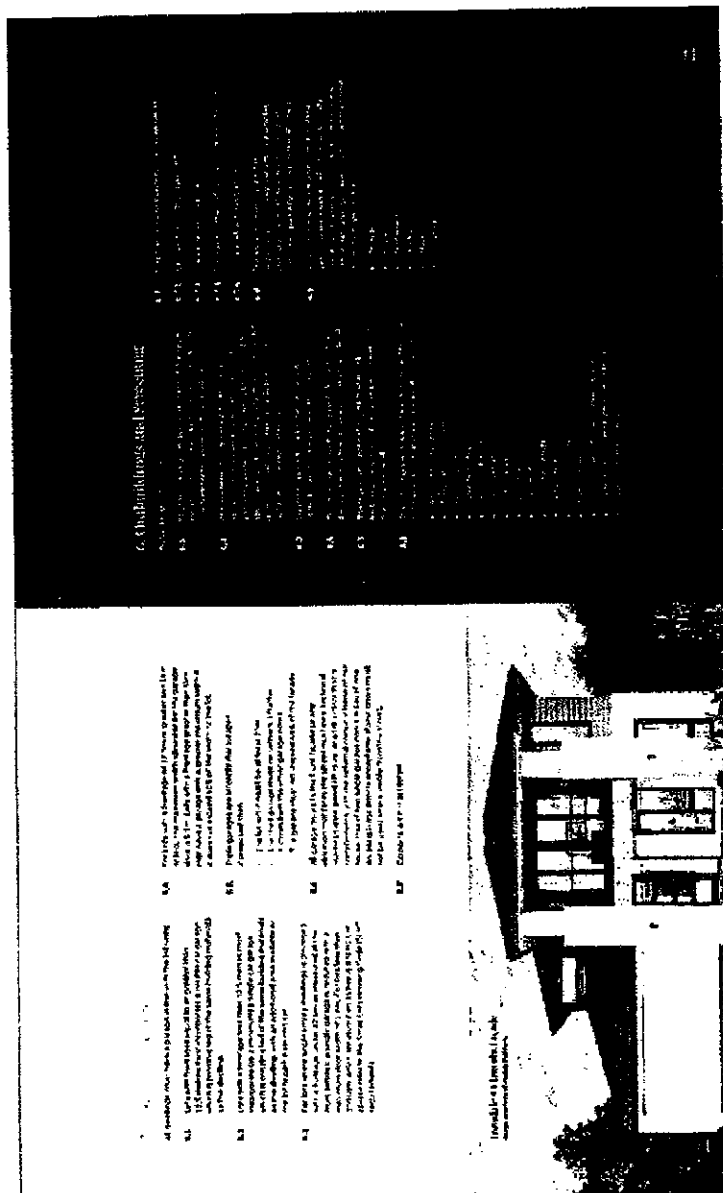


Architectural drawing of a building facade with multiple windows and a central entrance.



Design Guidelines.

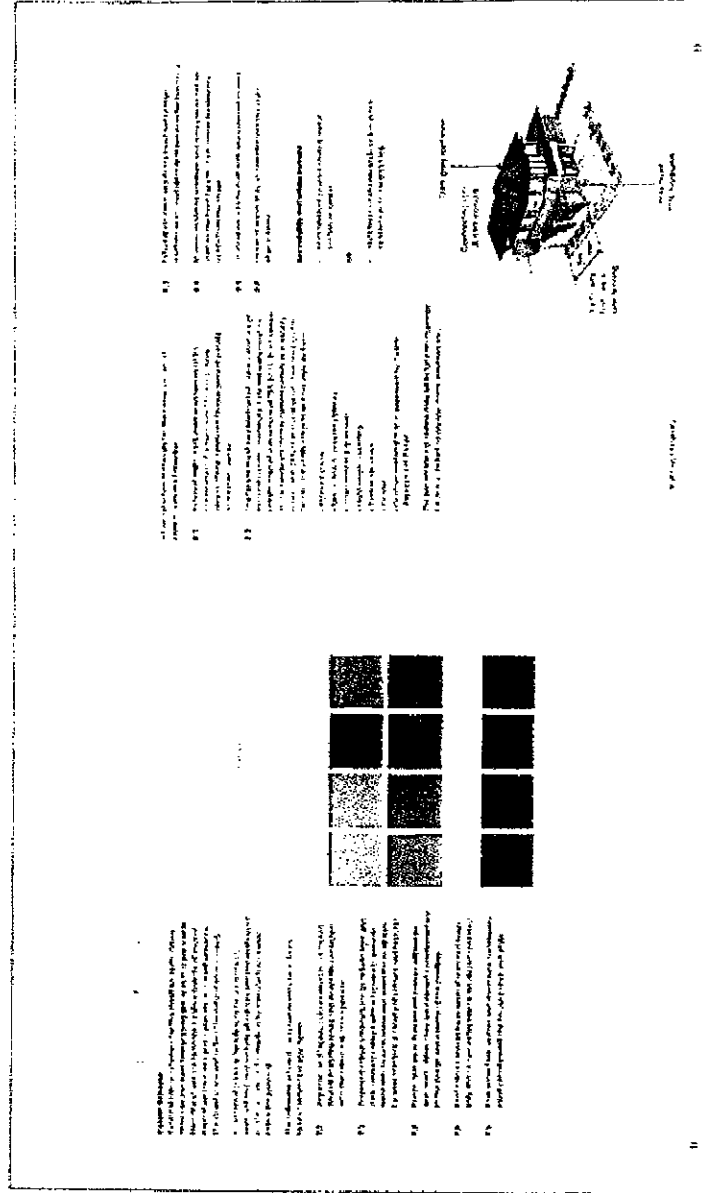
Deanside Village.



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Deanside Village.

Design Guidelines.



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Design Guidelines for Deanside Village.

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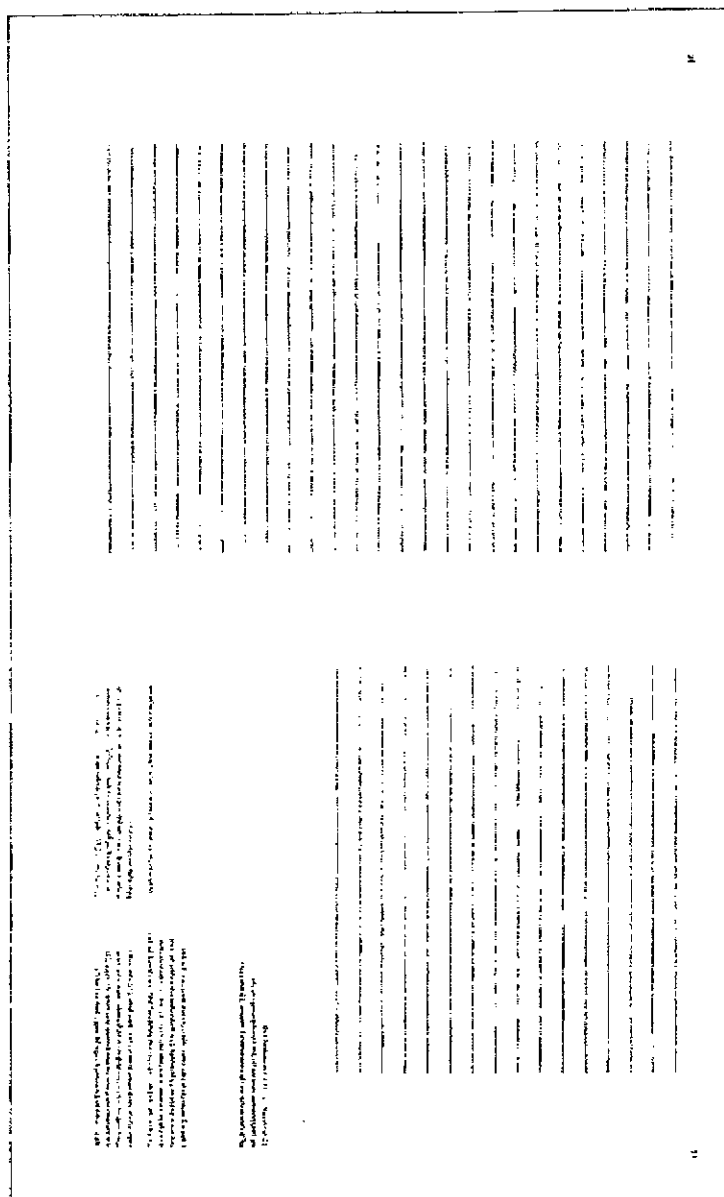
Design Guidelines.

Deanside Village.

Section	Section	Section	Section
1.1	1.2	1.3	1.4
1.1.1	1.1.2	1.1.3	1.1.4
1.1.1.1	1.1.1.2	1.1.1.3	1.1.1.4
1.1.1.1.1	1.1.1.1.2	1.1.1.1.3	1.1.1.1.4
1.1.1.1.1.1	1.1.1.1.1.2	1.1.1.1.1.3	1.1.1.1.1.4
1.1.1.1.1.1.1	1.1.1.1.1.1.2	1.1.1.1.1.1.3	1.1.1.1.1.1.4
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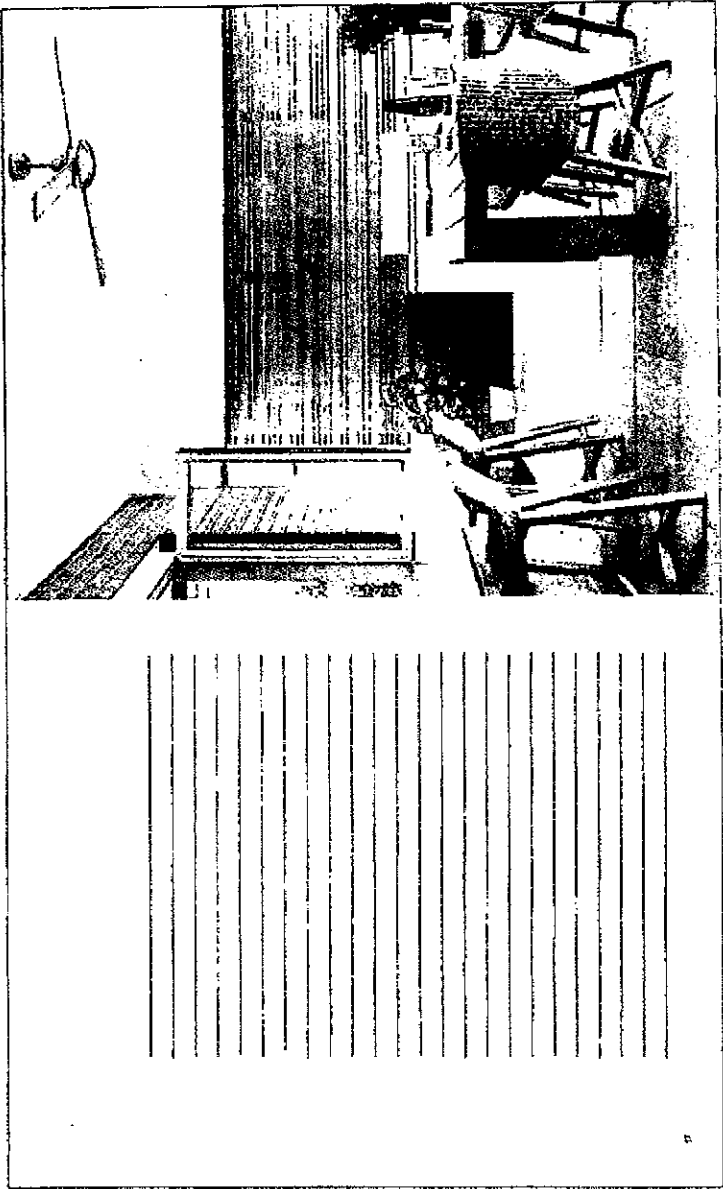
Ivy Street.

Deanside Village. Deanside Village. Deanside Village.



Deanside Village.

Design Guidelines.



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Thank you from the whole team.

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

consumer.vic.gov.au/duediligencechecklist



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Truong Minh NGUYEN and Dalena TRAN
----------------	---

Property:	(Lot 944) No. 25 Bray Street DEANSIDE VIC 3336
------------------	---

VENDORS REPRESENTATIVE

Alfrieda Conveyancing Pty Ltd
338 Duke Street, SUNSHINE NORTH VIC 3020
Tel: (03) 9362 1340 Fax: (03) 9362 1367
Email: Kathy@alfrieda.com.au
Ref: KT/3595/25

SECTION 32 STATEMENT
(LOT 944) NO. 25 BRAY STREET DEANSIDE VIC 3336

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Melton City Council	Usual amount to be adjusted	Per annum
Greater Western Water	Usual amount to be adjusted	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

Their total does not exceed \$2,000.00.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-
Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
(LOT 944) NO. 25 BRAY STREET DEANSIDE VIC 3336

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Melton Planning Scheme
Responsible Authority: Melton City Council
Zoning: UGZ - Urban Growth Zone
Planning Overlay/s: See attached property report certificate

The planning instrument does not prohibit the construction of a dwelling on the land.

The purchaser/s hereby undertakes to direct all enquired to the local Government authorities for any Planning overlays or restrictions affection the land prior to signing the Contract.

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* –
 - land that is to be transferred under the agreement.

SECTION 32 STATEMENT
(LOT 944) NO. 25 BRAY STREET DEANSIDE VIC 3336

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

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Not Connected

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

32I TITLE

Attached are the following document/s concerning Title:

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

SECTION 32 STATEMENT
(LOT 944) NO. 25 BRAY STREET DEANSIDE VIC 3336

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

Truong Minh NGUYEN and Dalena TRAN

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Register Search Statement - Volume 12361 Folio 957

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 12361 FOLIO 957

Security no : 124123838517U

Produced 22/04/2025 02:00 PM

LAND DESCRIPTION

Lot 944 on Plan of Subdivision 841634Q.
PARENT TITLE Volume 12353 Folio 820
Created by instrument PS841634Q 07/03/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TRUONG MINH NGUYEN
DALENA TRAN both of 10 IBIS GROVE CAIRNLEA VIC 3023
AV579447U 29/04/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV579448S 29/04/2022
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS841634Q 07/03/2022

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

DIAGRAM LOCATION

SEE PS841634Q 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: 25 BRAY STREET DEANSIDE VIC 3336


ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 02/05/2022

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
Victoria to provide this information
via LANDATA® System. Delivered at 22/04/2025, for Order Number 87641612. Your reference: KT/3595/25.**

PLAN OF SUBDIVISION		LUV USE ONLY EDITION 1	PLAN NUMBER PS841634Q								
LOCATION OF LAND PARISH: DERRIMUT TOWNSHIP: - SECTION: 26 CROWN ALLOTMENT: B (PART) & C (PART) CROWN PORTION: - TITLE REFERENCES: Vol.12353 Fol. 820 LAST PLAN REFERENCE/S: PS837659W (LOT AC) POSTAL ADDRESS: 182 GRAY COURT (At time of subdivision) DEANSIDE 3336 MGA84 Co-ordinates E 297 270 (of approx centre of N 5 821 240 land in plan) ZONE 55		Council Name: Melton City Council Council Reference Number: Sub5838 Planning Permit Reference: PA2017/5690 SPEAR Reference Number: S167799E Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 29/03/2021 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Steven Michael Finlay for Melton City Council on 24/01/2022 Statement of Compliance issued: 28/02/2022									
VESTING OF ROADS AND/OR RESERVES		NOTATIONS									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td>ROAD R1</td> <td>MELTON CITY COUNCIL</td> </tr> <tr> <td>ROAD R2</td> <td>MELTON CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.1</td> <td>MELTON CITY COUNCIL</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1	MELTON CITY COUNCIL	ROAD R2	MELTON CITY COUNCIL	RESERVE No.1	MELTON CITY COUNCIL	OTHER PURPOSES OF THE PLAN: REMOVAL OF POWERLINE EASEMENT E-1 ON PS837659W AS AFFECTS LOTS 918 & 919 AND BANFF MEWS ON THIS PLAN. REMOVAL OF DRAINAGE EASEMENT E-5 ON PS837659W AS AFFECTS MAYOPARK STREET, ROMNEY STREET AND BRAY STREET ON THIS PLAN. REMOVAL OF SEWERAGE EASEMENT E-6 ON PS837659W AS AFFECTS MAYOPARK STREET ON THIS PLAN. REMOVAL OF DRAINAGE AND SEWERAGE EASEMENT E-7 ON PS837659W AS AFFECTS MAYOPARK STREET, ROMNEY STREET AND BRAY STREET ON THIS PLAN. REMOVAL OF DRAINAGE EASEMENT E-13 ON PS837659W AS AFFECTS BRAY STREET AND LOT AE ON THIS PLAN. REMOVAL OF SEWERAGE EASEMENT E-14 ON PS837659W AS AFFECTS BRAY STREET ON THIS PLAN. REMOVAL OF DRAINAGE AND SEWERAGE EASEMENT E-15 ON PS837659W AS AFFECTS BRAY STREET ON THIS PLAN. REMOVAL OF POWERLINE AND SEWERAGE EASEMENT E-18 ON PS837659W AS AFFECTS BANFF MEWS ON THIS PLAN. REMOVAL OF POWERLINE, WATER SUPPLY AND DISTRIBUTION AND / OR TRANSMISSION OF GAS EASEMENT E-19 ON PS837659W AS AFFECTS BANFF MEWS ON THIS PLAN. GROUND'S FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.		
IDENTIFIER	COUNCIL/BODY/PERSON										
ROAD R1	MELTON CITY COUNCIL										
ROAD R2	MELTON CITY COUNCIL										
RESERVE No.1	MELTON CITY COUNCIL										
NOTATIONS		DEANSIDE VILLAGE 9 2.904ha									
DEPTH LIMITATION DOES NOT APPLY STAGING This is/is not a staged subdivision. Planning permit No. SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos: PM134 (MARIBYRNONG) AND PM100, PM157, PM196 & PM335 (DERRIMUT) PROCLAIMED SURVEY AREA: LOTS 1 TO 900 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 9 FOR FURTHER DETAILS. LOT AE IS IN 2 PARTS. PT DENOTES PART.		50 LOTS									
WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958											
EASEMENT INFORMATION											
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)											
Easement Reference	Purpose	Width (Metres)	Land Benefited/In Favour Of								
E-1	POWERLINE	SEE PLAN	STATE ELECTRICITY COMMISSION OF VICTORIA								
LP149082E (SECTION 103 ⁹ OF THE S.E.C. ACT 1958)											
SEE SHEET 2 FOR CONTINUATION											
 SMEC Member of the Surbana Jurong Group		SURVEYOR REF: 1790s-09 Digitally signed by: Antony James Wyatt, Licensed Surveyor, Surveyor's Plan Version (E), 06/01/2022, SPEAR Ref: S167799E	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 9 PLAN REGISTERED TIME: 5:35pm DATE: 7 / 3 / 2022 Rod Speer Assistant Registrar of Titles								

PLAN OF SUBDIVISION

PLAN NUMBER
PS841634Q

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-2	DISTRIBUTION / OR TRANSMISSION OF GAS	SEE PLAN	INST. AT461986M	AUSNET GAS SERVICES PTY LTD
	SEWERAGE	SEE PLAN	INST. AT461933K	WESTERN REGION WATER CORPORATION
	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	PS837659W	GREATER WESTERN WATER CORPORATION
E-3	SEWERAGE	SEE PLAN	PS833845W	WESTERN REGION WATER CORPORATION
E-4	SEWERAGE	SEE PLAN	PS837659W	GREATER WESTERN WATER CORPORATION
E-5	DRAINAGE	SEE PLAN	PS837662J	MELTON CITY COUNCIL
	SEWERAGE	SEE PLAN	PS837662J	CITY WEST WATER CORPORATION
E-6	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
E-7	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-8	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-9	GAS DISTRIBUTION PIPELINE	3-50	THIS PLAN	AUSNET GAS SERVICES PTY LTD
	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	3-50	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-10	POWERLINE	3-50	THIS PLAN (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	POWERCOR AUSTRALIA LTD
	TELECOMMUNICATIONS (THROUGH UNDERGROUND PIPES)	3-50	THIS PLAN	LOTS ON THIS PLAN
	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-11	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
E-12	SEWERAGE	SEE PLAN	INST. AU011894W	WESTERN REGION WATER CORPORATION
E-13	DRAINAGE	SEE PLAN	PS837655F	MELTON CITY COUNCIL
E-14	DRAINAGE	SEE PLAN	PS837655F	MELTON CITY COUNCIL
	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	PS837655F	WESTERN REGION WATER CORPORATION
E-15	SEWERAGE	SEE PLAN	PS837662J	CITY WEST WATER CORPORATION



1790S-09 VER E.DWG 58/AA

Member of the Surbana Jurong Group
REF 1790s-09

Digitally signed by: Antony James Wyatt, Licensed Surveyor,
Surveyor's Plan Version (E),
06/01/2022, SPEAR Ref: S167799E

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Melton City Council,
24/01/2022,
SPEAR Ref: S167799E

PLAN OF SUBDIVISION

PLAN NUMBER
PS841634Q



SEE SHEET 7

92°52'50"
C34-07
A34-09

E-11

89°15'50" 94-84

BRAY

R1

STREET

14-50

89°42' A&C34
R284-50

90°26' A&C3

77-46

14

7-66

14-50

94-84

89°15'50"

14-50

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175-1

R175

A68-93

C68-49

C40-56

A60-67

R160-50

89°14'20"

0-5

85°12'50"

17°51'

C16-54

A16-55

R160-50

81°27'

A&C3

17°51'

C16-54

A16-55

R160-50

81°27'

A&C3

17°51'

C16-54

A16-55

R160-50

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C16-54

A16-55

R160-50

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R175

A68-93

C68-49

C40-56

A60-67

R160-50

89°14'20"

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85°12'50"

17°51'

C16-54

A16-55

R160-50

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A68-93

C68-49

C40-56

A60-67

R160-50

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R175

A68-93

C68-49

C40-56

A60-67

R160-50

89°14'20"

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85°12'50"

17°51'

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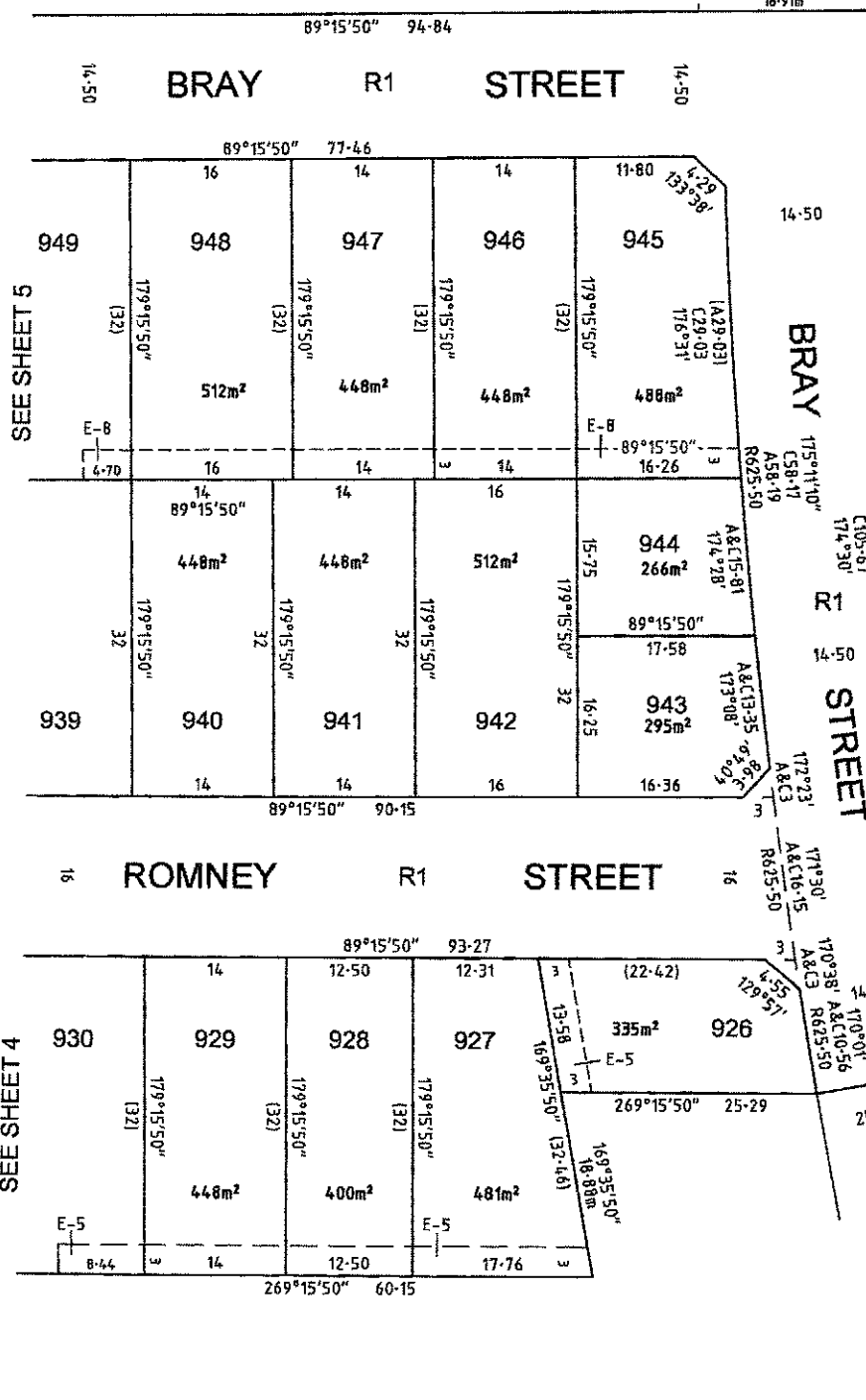
PLAN OF SUBDIVISION

PLAN NUMBER
PS841634Q

SEE SHEET 7

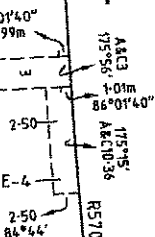
E-11

SEE SHEET 8



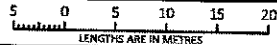
AE (PT)
SEE SHEET 3

SARAN
CRESCENT



1790s-09 VER E.DWG SB/AA

SCALE
1:500



Digitally signed by: Antony James Wyatt, Licensed Surveyor,
Surveyor's Plan Version (E),
06/01/2022, SPEAR Ref: S167799E

ORIGINAL SHEET
SIZE: A3

SHEET 6

Digitally signed by:
Melton City Council,
24/01/2022,
SPEAR Ref: S167799E

PLAN OF SUBDIVISION**PLAN NUMBER
PS841634Q****CREATION OF RESTRICTION A**

The following restriction is to be created upon registration of Plan of Subdivision No. PS841634Q by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to benefit: Lots 901 to 950 (Both inclusive)

Lots to be burdened: Lots 901 to 950 (Both inclusive)

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Construct or allow to be constructed any improvement on any lot:
 - (i) that is not in accordance with Design Guidelines approved under Planning Permit PA2017/5690 unless otherwise approved by the Design Review Panel and Melton City Council; and
 - (ii) without obtaining written approval of the design for that improvement from the Design Review Panel, such approval to be obtained even if the design for that improvement complies with the Design Guidelines.
2. Construct or allow to be constructed any more than one dwelling per lot.

This restriction shall cease to have effect after the date of 01/01/2030.

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision No. PS841634Q by way of restrictive covenant and as a restriction defined in the Subdivision Act 1988.

Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
917	916, 918
918	917
919	920
920	919, 921
931	930, 932
932	930, 931, 933
933	930, 932, 934
934	930, 933, 935
935	934, 936
936	935
937	938, 939, 950
938	937, 939
943	942, 944
944	942, 943, 945

Description of Restriction

The registered proprietor or proprietors for the time being for any burdened lot on the Plan of Subdivision in the above table as a lot subject to the "Small Lot Housing Code (Type A)" must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code (Type A)" unless in accordance with a planning permit granted to construct a dwelling on the lot.

This restriction shall cease to have effect after the issue of a certificate of occupancy for the whole of the dwelling on the burdened lot.



1790S-09 VER E.DWG SB/AA

Member of the Surbana Jurong Group

REF 1790s-09

Digitally signed by: Antony James Wyatt, Licensed Surveyor,
Surveyor's Plan Version (E),
06/01/2022, SPEAR Ref: S167799E

ORIGINAL SHEET
SIZE: A3

SHEET 9

Digitally signed by:
Melton City Council,
24/01/2022,
SPEAR Ref: S167799E

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 22 April 2025 01:55 PM

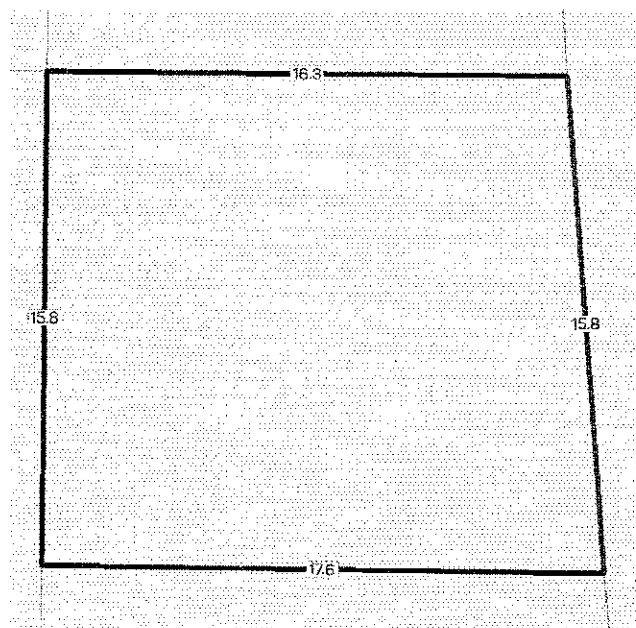
PROPERTY DETAILS

Address: **25 BRAY STREET DEANSIDE 3336**
Lot and Plan Number: **Lot 944 PS841634**
Standard Parcel Identifier (SPI): **944\PS841634**
Local Government Area (Council): **MELTON**
Council Property Number: **921171**
Directory Reference: **Melway 355 H10**

www.melton.vic.gov.au

SITE DIMENSIONS

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



Area: 267 sq. m

Perimeter: 65 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **KOROROIT**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

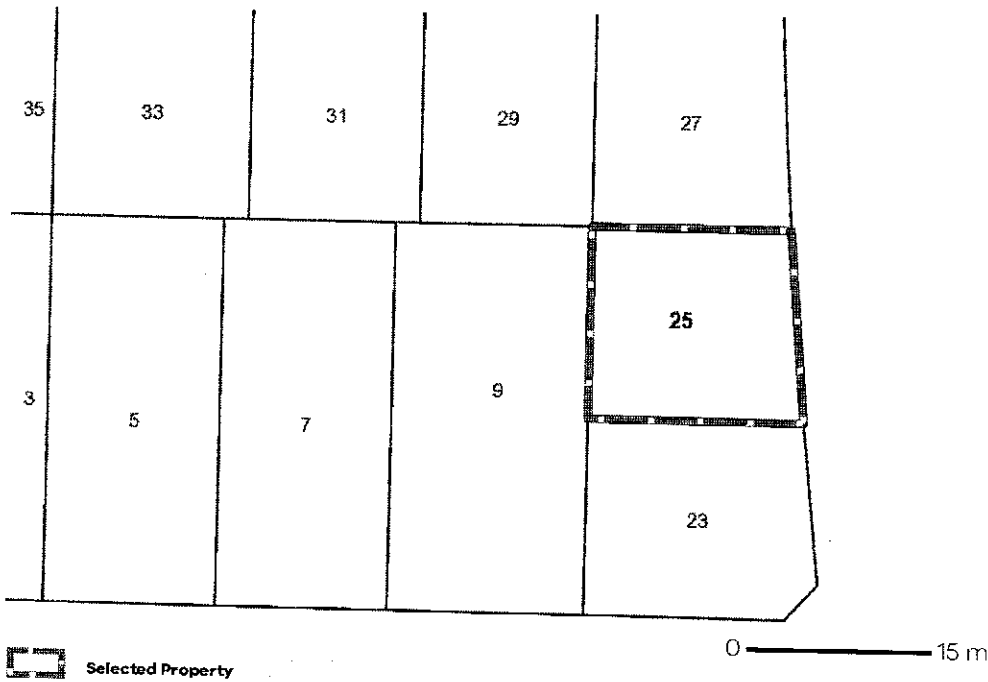
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



From www.planning.vic.gov.au at 22 April 2025 01:58 PM

PROPERTY DETAILS

Address: **25 BRAY STREET DEANSIDE 3336**
 Lot and Plan Number: **Lot 944 PS841634**
 Standard Parcel Identifier (SPI): **944\PS841634**
 Local Government Area (Council): **MELTON**
 Council Property Number: **921171**
 Planning Scheme: **Melton**
 Directory Reference: **Melway 355 H10**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **KOROROIT**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Note

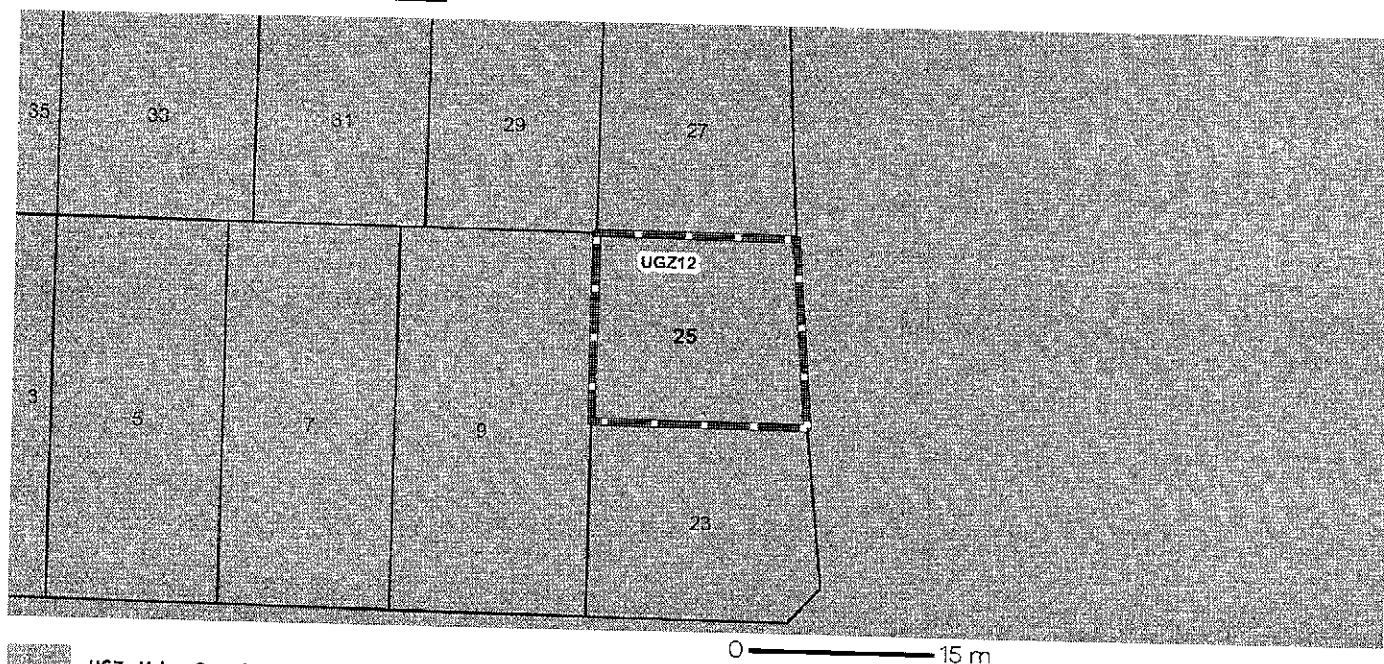
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 12 (UGZ12)



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

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.dcp.vic.gov.au/disclaimer>

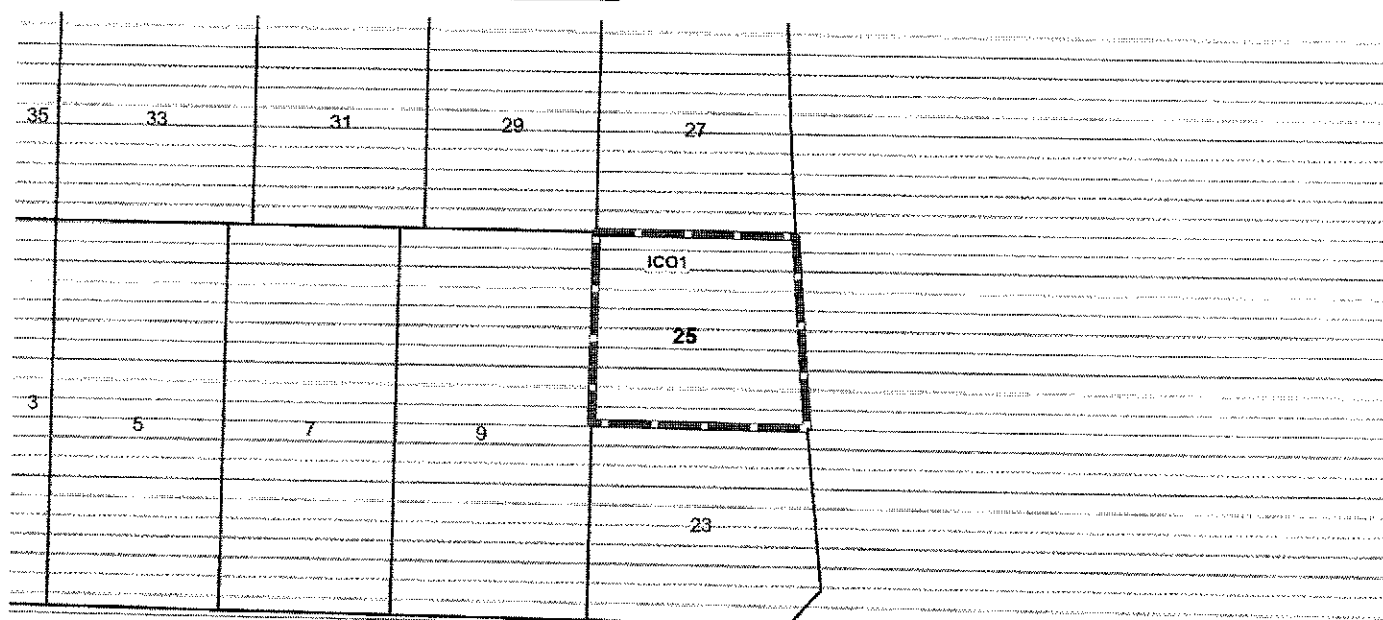
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C.(b) of the Sale of Land 1992 (Vic).

PLANNING PROPERTY REPORT: 25 BRAY STREET DEANSIDE 3336

Planning Overlay

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY – SCHEDULE 1 (ICO1)



 **ICO – Infrastructure Contributions Overlay**

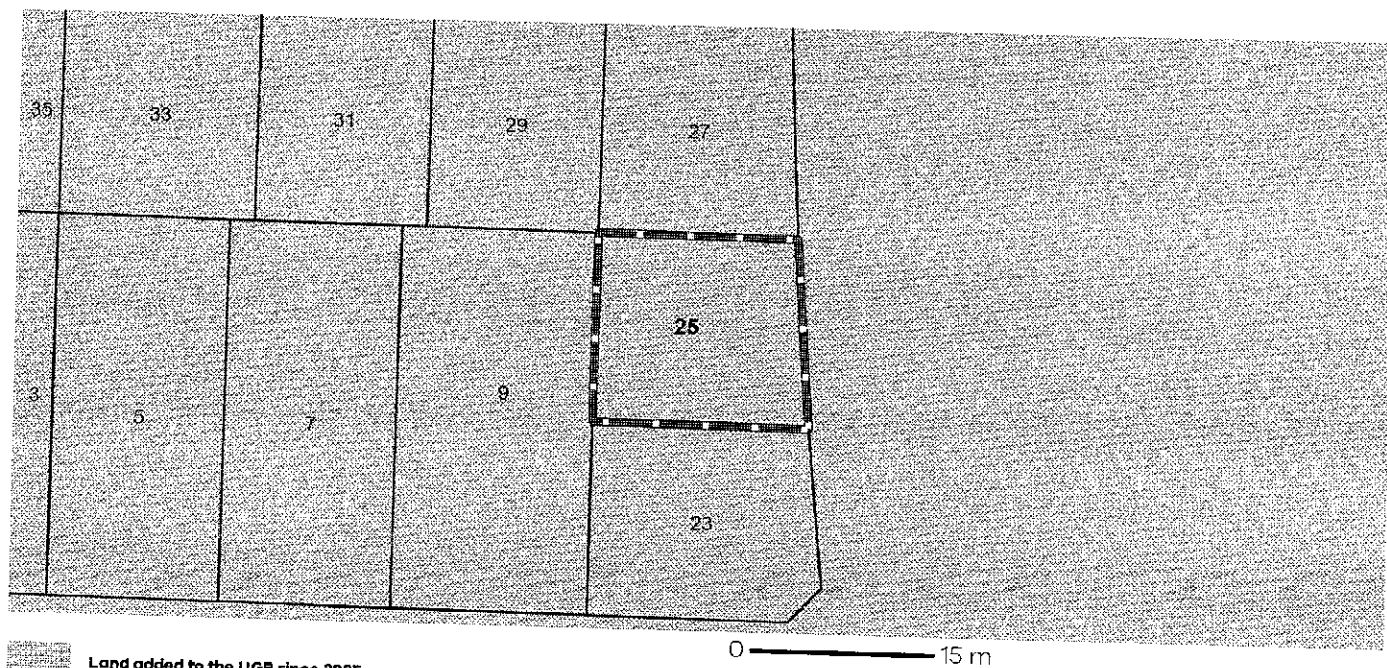
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

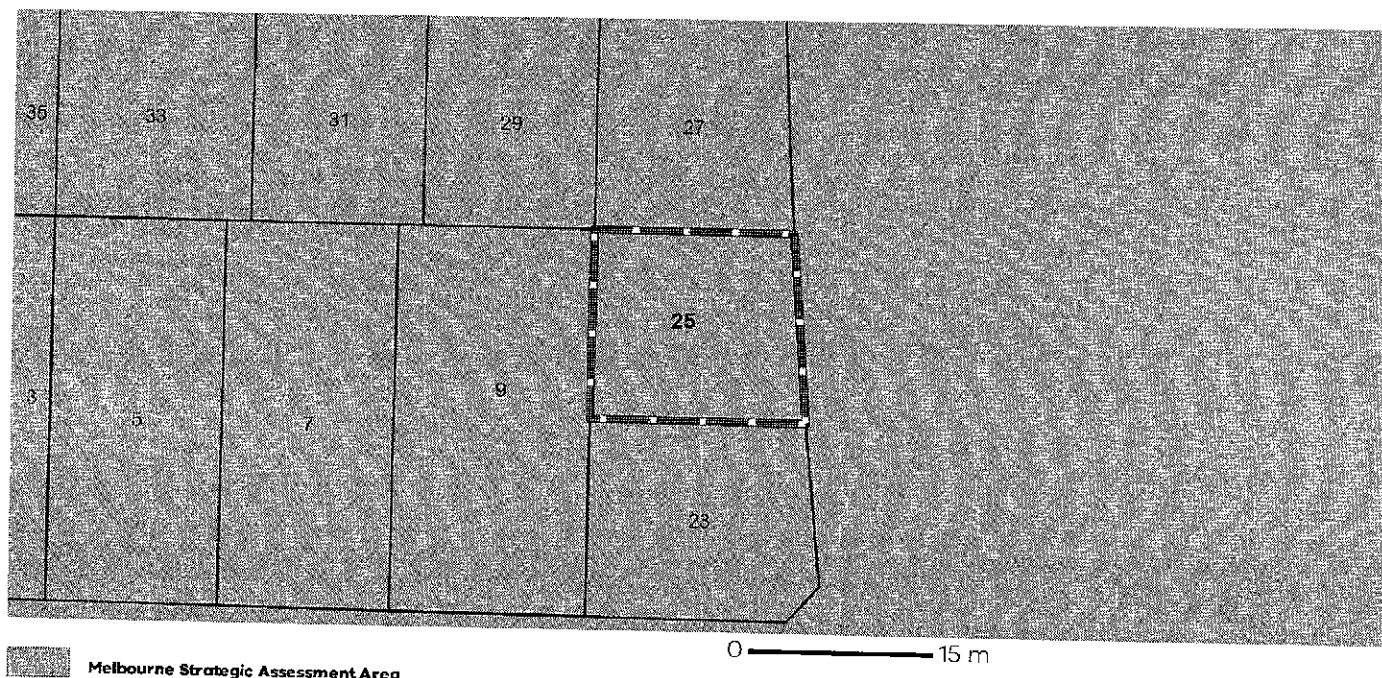
For more information about this contribution go to [Victorian Planning Authority](http://www.vic.gov.au/vic)



 **Land added to the UGB since 2005**

Melbourne Strategic Assessment

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



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

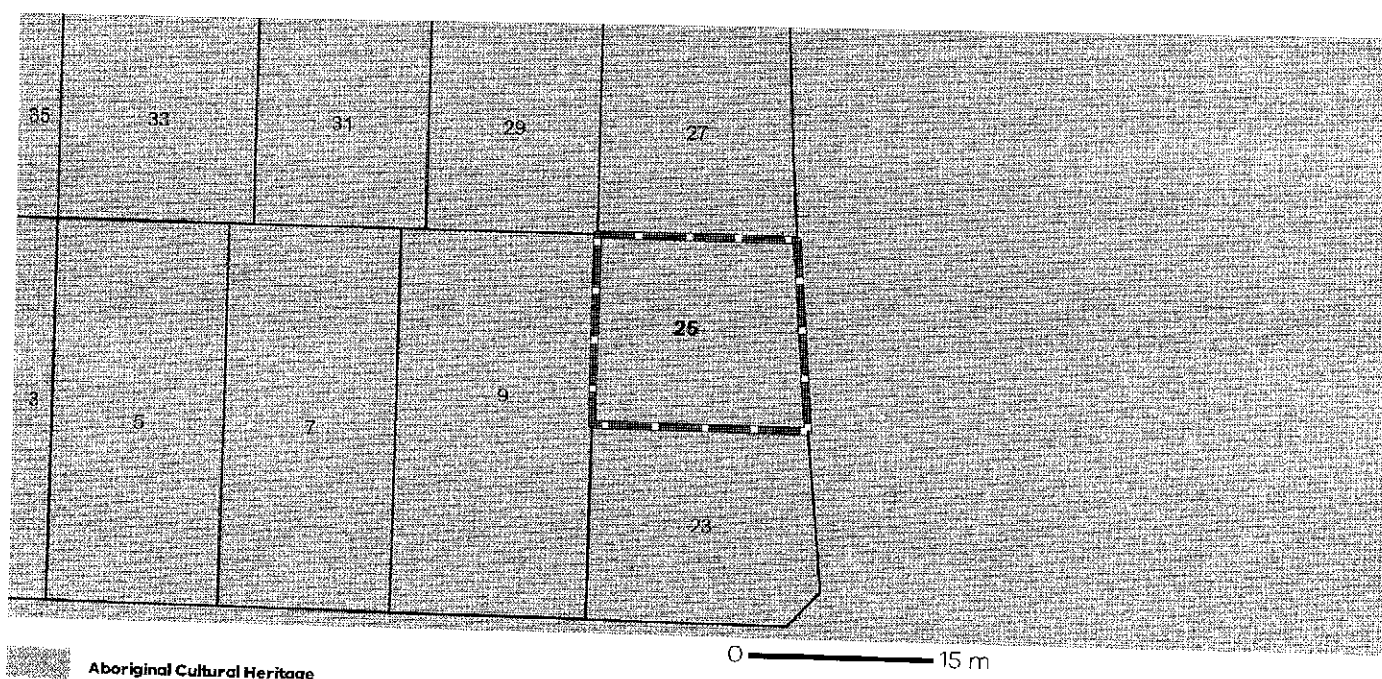
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.nzms.net.au/govQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 17 April 2025.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

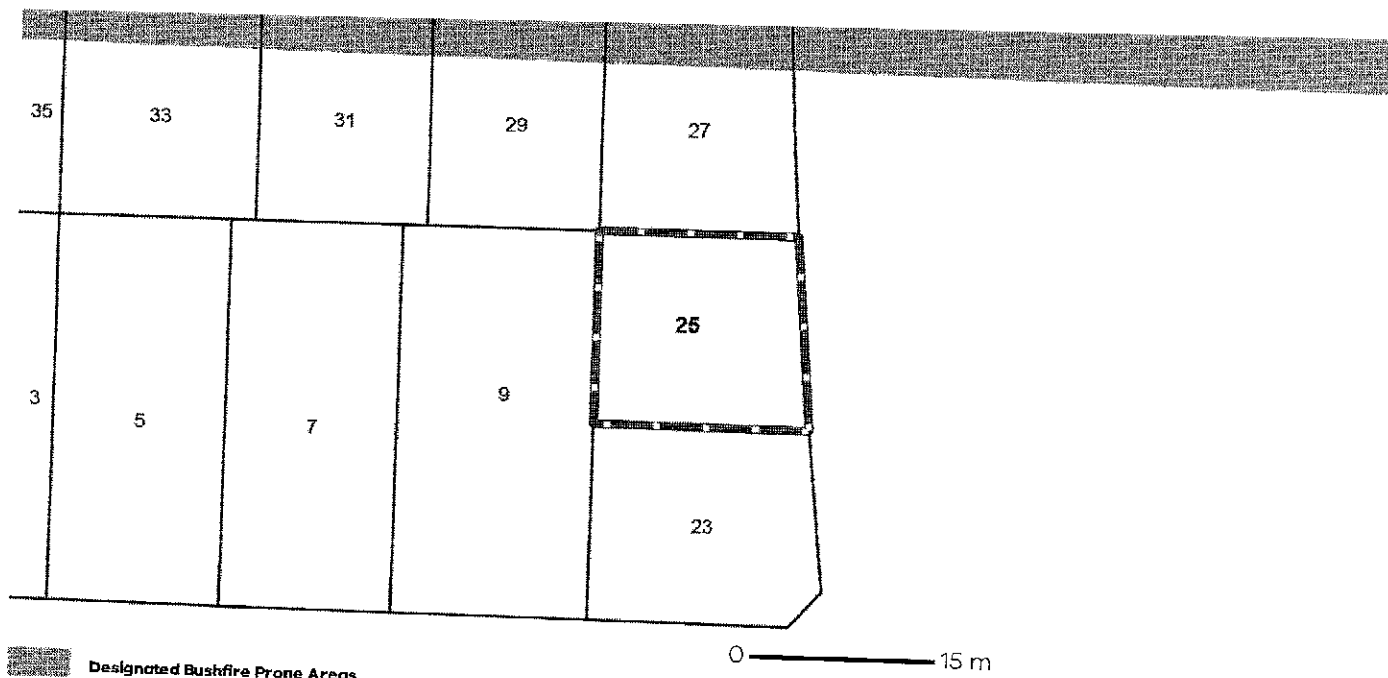
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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



D TRAN & T NGUYEN
10 IBIS GR
CAIRNLEA VIC 3023

Account number

50721 60000

Tax Invoice 507279214671

Date of issue 21 Mar 2025

Service address

25 Bray Street, Deanside
VIC, 3336

Amount to pay

\$239.60

Previous bill	\$706.39
Payments received	-\$706.39
Balance	\$0.00
Current charges	\$239.60
Total charges	\$239.60

Please see page 2 for detailed information

Pay by

23 Apr 2025

**Having trouble
paying your bill?**

Call us on **13 44 99** or visit
gww.com.au/accounts-billing

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit
at **gww.com.au** or
call **13 44 99**



BPAY

Bill code: **8789**
Ref: **50721600005**
Go to **bpay.com.au**

@ Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

Pay by credit card
at **gww.com.au** or
call **13 44 99**



Post Billpay

Australia Post

Billpay code: **0362**
Ref: **0507 2160 0006**

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

Centrepay

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
50721 60000



Usage and charges

Outstanding balance		\$0.00	
Your network charges ¹			
Size	Charge period	Amount	
Water	01/01/2025 - 31/03/2025	\$54.30	
Sewer	01/01/2025 - 31/03/2025	\$133.70	
Total network charges		\$188.00	
Other charges and adjustments			
	Charge period	Net annual value (NAV)	Rate in Minimum Charge (\$)
Waterways & Drainage ²	01/01/2025 - 31/03/2025	\$1,380.00	\$30.10
For Melbourne Water			
Parks ³	01/01/2025 - 31/03/2025	\$1,380.00	\$21.50
For the Dept. of Energy, Environment and Climate Action			
Total other charges and adjustments			\$51.60

Your total charges **\$239.60**

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at gww.com.au/quarterlyparkscharge

Privacy statement

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

Your charges explained

- 1. Water and sewerage network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes
- 2. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
- 3. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit gww.com.au/charges

We're here to help

13 44 99

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

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession

We're here to help

There are options available if you're having trouble paying your bill visit gww.com.au/financial-support



Improving your service experience

We've made significant progress in addressing the technical issues with our new billing system and sincerely apologise for the inconvenience this has caused. We are committed to fully resolving these challenges and minimising further disruptions to your service.

This new system replaces outdated technology and introduces key improvements like multi-factor authentication, to better protect your

information online. Our focus remains on delivering reliable and supported services to you while we make this important upgrade.

Our dedicated team have worked hard to resolve these issues and provide you with the support you need.

Thank you for your understanding as we work through this. If you need assistance, we're here to help every step of the way.

Maree



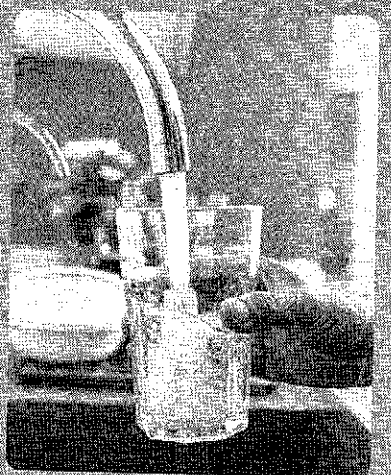
Maree Lang
Managing Director
Greater Western Water

Shining a light on how we treat our water

We use ultraviolet (UV) disinfection to treat water at several of our plants. UV disinfection blasts powerful ultraviolet light through water to remove microscopic bugs like bacteria and viruses. UV disinfection supports our other treatment methods by adding an extra layer of protection to keep water safe.

Last year, we installed a new UV disinfection unit to service the Mymiong community and we have plans to add another at the Romsey Water Filtration Plant soon too. UV disinfection is an effective sustainable treatment that uses minimal energy and is gentle on the environment.

Learn more about our UV disinfection process at
www.com.au/watertreatment



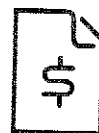
We're here to help if you need more time to pay your bill

Some of our bills have been delayed due to technical issues with our new billing and payment system. These delayed bills might cover a longer period and so might be higher than usual.

To make things easier, we're giving you 4 months to pay these delayed bills.

If you are experiencing financial pressures and need extra support to pay your bill, we're here to help with flexible options including payment plans, extensions and support programs.

To find out more about our payment support options, please call us on **13 44 99** or visit
www.com.au/financial-support



Read our latest Annual Water Outlook report

The Annual Water Outlook report measures how we are currently using water, projects Melbourne's water use for the coming year and outlines what we are doing to protect and preserve water supplies.

The report is a collaboration between Greater Western Water, Melbourne Water, South East Water and Yarra Valley Water and is released every December.

Read the Annual Water Outlook report
www.com.au/MelbournesWaterOutlook



Werribee River

Acknowledgement of Country

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

What is PFAS testing?

PFAS (per and polyfluoroalkyl substances) are human-made chemicals found in everyday products. They're commonly known as 'forever chemicals' because they do not naturally break down and can last a long time in the environment and humans.

Melbourne's tap water is world-class and undergoes routine, rigorous testing. The testing follows strict Australian Drinking Water Guidelines set by the independent National Health and Medical Research Council (NHMRC). The guidelines establish safe levels of

PFAS in water, and tests on our local water supplies since 2018 as well as Melbourne Water's recent monitoring show all results are well within these safety limits.

PFAS are not added to drinking water, but tiny amounts are often detected in groundwater and surface water around the world. For most people, any exposure to PFAS through drinking water remains very low.

Learn more about water quality at gwww.com.au/waterquality



Your water supply during bushfires

We prepare our network every fire season to reduce the chance of water outages in high-risk areas.

Even though we're ready, we can't guarantee water supply, water pressure or water quality during a bushfire.

Disruptions may occur due to increased water use or network damage.

If there are water supply impacts in your area, we'll notify you via SMS. To stay informed, make sure we have your mobile number at gwww.com.au/contact.

If you live in a high-risk fire area, you can also prepare by:

- having an alternative water supply available, like groundwater bores or rainwater tanks
- keeping enough drinking water in an emergency kit for all family members, including pets

- checking for updates on our website and social media channels.

If you have a fire hydrant on or near your property, keep it well-maintained, visible and easily accessible. This helps the Country Fire Authority (CFA) and Fire Rescue Victoria (FRV) during emergencies.

For more information, visit gwww.com.au/bushfires



Investing in the growing Macedon Ranges communities

We've been making upgrades to our infrastructure across the Macedon Ranges area. A major upgrade at the Gisborne Recycled Water Plant is now in testing phase, the Lancefield community is benefiting from a new sewer main and Romsey is set for a major upgrade to their water filtration plant.

The Lancefield Sewer Upgrade replaced 6.5 km of sewer pipeline while major works on the Gisborne Recycled Water Plant and Romsey Water Filtration Plant will boost

capacity and introduce new energy-efficient technologies.

Our service area is growing rapidly and in the next 30 years our region's population is forecast to double. These projects ensure that we can continue to deliver safe and reliable sewerage services to everyone living and working across the Macedon Ranges Shire.

Learn more about our upgrades at gwww.com.au/major-projects

2024 National Water Week poster competition winners

After a record 1240 entries across our service area in 2024, our National Water Week poster competition winners were announced. Creative youngsters from 47 schools, kindergartens and early learning centres across our service area entered the competition.

You can see all the winning posters at gwww.com.au/nww

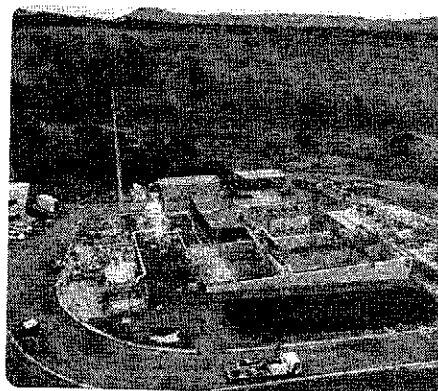
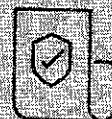


Second-place winner, Pardhu, from Bacchus Marsh Grammar

Our Annual Report has been published

Our Annual Report for 2023-24 is now available. Read about our major achievements over the last twelve months, the service we delivered and the progress we have made towards supporting our customers, community and caring for Country.

Read the report at gwww.com.au/reports



Gisborne Recycled Water Plant

Contact us


Call 13 44 99

Visit gwww.com.au

 @greaterwesternwater

 @greaterwesternwater

 @GWWVic

 @greaterwesternwater

3rd Instalment Notice Rates & Charges

For the period 1 July 2024 to 30 June 2025

2024/2025

T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au

A.B.N 22 862 073 889



Date of Issue: 28/01/2025

T M Nguyen & D Tran
10 Ibis Grove
CAIRNLEA VIC 3023

Arrears will be
charged interest at
10% P.A.

Arrears Amount

Pay this amount

\$105.12

Assessment Number

921171

Due

Not later than

28/02/2025

Property Location 25 Bray Street DEANSIDE VIC 3336
Description LOT 944 PS 841634Q V/F 12361/957

Ward
BULLUM BULLUM

Capital Improved Value
\$280,000

Site Value
\$280,000

Net Annual Value
\$14,000

PRESCRIBED DATE OF VALUATION: 01/01/2024
EFFECTIVE DATE OF VALUATION: 01/07/2024

If you have a current payment arrangement or direct debit, continue with your payments as agreed.
Retain this notice for your records, additional copies will incur a fee.

Third Instalment Amount

\$105.12

1st Instalment 30/09/2024

2nd Instalment 30/11/2024

3rd Instalment 28/02/2025
\$105.12

4th Instalment 31/05/2025
\$311.92

Total Balance

\$417.04

Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment
Reference No.
001009211713



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*330000009211713

ASSESSMENT NUMBER **921171**

RATE PAYER T M Nguyen & D Tran

PROPERTY LOCATION 25 Bray Street DEANSIDE VIC 3336



Scan here to pay

Amount Payable

\$105.12



VISA



Bank Account

Pay

Apple Pay

Register now at melton.enotices.com.au
with eNotices reference number:

CA39A0920Z



GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

MELTON CITY COUNCIL

IMPORTANT INFORMATION REGARDING RATES AND CHARGES

Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Fire Services Property Levy.

Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

- (i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;
 - (ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;
- The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

NOTE: Lodging an appeal or objection does not prevent recovery of rates, charges and fire services levy. Interest will still be charged on overdue amounts.

Fire services property levy

The owner(s) of rateable land under the Fire Services property Levy Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Fire Services Levy can also apply for a waiver or deferral. Further information is available at firelevy.vic.gov.au

Are you a pensioner?

Council offers rates assistance for pensioners of \$90.00 in addition to a \$259.50 (maximum) State Government rebate and \$50.00 fixed rebate for the Fire Services Property Levy. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). **Health Care and Senior cards are ineligible**

Change of address/ownership

The property owner must notify Council in **writing** of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Fire Service Levies or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.

General Rate	0.0022079
Vacant Land	0.0033119
Extractive Industry Land	0.0063588
Commercial/Industrial Developed Land	0.0035326
Commercial/Industrial Vacant Land	0.0044158
Retirement Village Land	0.0018767
Rural Living Land	0.0019871
Rural Land	0.0015897
Urban Growth Land	0.0016559

Rate cap

Council has complied with the Victorian Government's rates cap of 2.75 per cent. The cap applies to the average annual increase of rates and charges. The rate and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

PAYMENT METHODS

INTERNET	BY PHONE	IN PERSON	BY MAIL
To make payments using your MasterCard or Visa, please visit melton.vic.gov.au/onlinepayments	Payments can be made using your MasterCard or Visa by ringing 1300 067 479 with your reference and following the prompts. This facility is available 24 hours a day 7 days a week. (Minimum \$5)	<p>Australia Post Payments can be made in-store at Australia Post using cash, cheque or debit cards only. (Minimum \$25 per notice)</p> <p>Melton Civic Centre 232 High Street, Melton 3337</p> <p>Melton Library & Learning Hub 31 McKenzie Street Melton 3337</p> <p>Caroline Springs Civic Centre/Library 193-201 Caroline Springs Boulevard Caroline Springs 3023</p> <p>Payments can be made by cash, cheque, debit cards, MasterCard or Visa.</p> <p>Refer to our website for hours.</p>	<p>Send your payment (cheques/money order only) with the deposit slip to the Melton City Council, PO Box 21, Melton Vic 3337.</p> <p>If mailing please allow sufficient time as Council is not responsible for any postal delays.</p>
BPAY	DIRECT DEBIT		CENTREPAY
Contact your bank to make payment directly from your account. (Minimum \$25) More info: bpay.com.au Billor code: 1123	FlexiPay Payments can be deducted from your Bank Account or Credit Card. To setup a direct debit, scan the QR code on the front of the notice or visit melton.vic.gov.au/rates		To set up deductions from your Centrelink payments, contact Centrelink and provide Council's CRN 555 054 346L, and your 12 digit Payment Reference No. To discuss the amount to pay, contact Council.

Truong Minh NGUYEN and Dalena TRAN

VENDOR'S STATEMENT

Property:

(Lot 944) No. 25 Bray Street DEANSIDE VIC 3336

VENDORS REPRESENTATIVE

**Alfrieda Conveyancing Pty Ltd
338 Duke Street SUNSHINE NORTH VIC 3020
Tel: (03) 9362 1340 Fax: (03) 9362 1367
Email: Kathy@alfrieda.com.au
Ref: KT/3595/25**