

DATED

2020

**GOLD SUN CONSTRUCTION PTY LTD ACN 603915644
ATF GOLD SUN CONSTRUCTION UNIT TRUST**

to

CONTRACT OF SALE OF REAL ESTATE

Property: Lot , 3 Onyx Way, Tarneit 3029

WINDMILL CONVEYANCING

Licensed Conveyancers

PO Box 5288

Mordialloc VIC 3195

Tel: 9772 1630

Fax: 9772 1619

Ref: DM:9172

Contract of Sale of Real Estate

Property address **Lot , 3 Onyx Way, Tarneit 3029**

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

The terms of this contract are contained in the -

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

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 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/ /2020

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/ /2020

Print name(s) of person(s) signing: **GOLD SUN CONSTRUCTION PTY LTD ACN 603915644**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Email:

Tel:

Mob:

Fax:

Ref:

Vendor

GOLD SUN CONSTRUCTION PTY LTD ACN 603915644 ATF GOLD SUN CONSTRUCTION UNIT TRUST
4 Capri Court, Doncaster, VIC 3108

Email:

Vendor's legal practitioner or conveyancer

Windmill Conveyancing

PO Box 5288 Mordialloc 3195

Email: windilia@optusnet.com.au

Tel: 9772 1630

Mob:

Fax: 9772 1619

Ref: DM:9172

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Part of Certificate of Title reference	being lot	on proposed plan
Volume 11336 Folio 350		PS 839614K
Volume	Folio	

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Lot , 3 Onyx Way, Tarneit 3029**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

As per Specification list attached

Payment (general condition 11)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a '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

Settlement (general condition 10)

is due on

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

- the above date; and
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision or 14 days after the issue of the certificate of occupancy whichever is the later.

Lease (general condition 1.1)

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

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words **'terms contract'** in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

TRUST ACCOUNT DETAILS

READY CONVEYANCING BUSINESS TRUST ACCOUNT

BSB: 083170

ACCOUNT: 834162233

PLEASE ENSURE THAT YOUR CLIENTS SURNAME AND LOT NUMBER IS NOTED AS A REFERENCE ON THE DEPOSIT

Purchaser's FIRB declaration

Please tick the right option

No **Yes** **Purchaser 1 declares that it is a foreign person as defined in the *Foreign Acquisitions and Takeovers Act (Cth)***

No **Yes** **Purchaser 2 declares that it is a foreign person as defined in the *Foreign Acquisitions and Takeovers Act (Cth)***

Special Conditions

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

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

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

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
- 11.3 The purchaser must pay all money other than the deposit:
- to the vendor, or the vendor's legal practitioner or conveyancer; or
 - in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- up to \$1,000 in cash; or
 - by cheque drawn on an authorised deposit taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
 - 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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.

Special condition 2 - Acceptance of title

General condition 12.4 is added:

- 12.4 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 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- the price includes GST; or
 - the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 – Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value 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.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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.
- 15A.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 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.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of 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.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a manner authorised 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 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.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 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.
- 8.9 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 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 Network Operator of settlement.
- 8.10 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.

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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 predominately 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.
- 7.6 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 7.5 if -
 - (a) the personal property is of a kind that may be described by a 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 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.
- 7.12 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 7.11
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING 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.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land is sold 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 registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

ADDITIONAL SPECIAL CONDITIONS

1 GUARANTEE

- 1.1 If the Purchaser is or includes a company, each company that is a Purchaser must, at the Purchaser's expense, procure and deliver to the Vendor a duly completed and executed Guarantee and Indemnity (in the form attached to this Contract) by all the directors and shareholders of the Purchaser company of the obligations of the Purchaser under this Contract and deliver it to the Vendor together with the executed Contract
- 1.2 If the Deed of Guarantee and Indemnity referred to in Special Condition 1.1 is not delivered to the Vendor within five (5) business days of the Day of Sale, the Purchaser is deemed to be in default under this Contract, in which case the Vendor may, in its absolute discretion, end this Contract by notice in writing to the Purchaser with immediate effect and the deposit paid (including any interest earned on the deposit) or payable shall be forfeited to the Vendor.

2 REPRESENTATIONS AND MARKETING MATERIALS

The Purchaser acknowledges that:

- (a) it purchased the Property as a result of the Purchaser's own inspection and enquiry, and the Purchaser does not rely on any representation or warranty of any kind made by or on behalf of the Vendor or its agents or consultants;
- (b) the description of areas and measurements appearing in any marketing material for the Development are approximate descriptions only, and may differ from the actual areas and measurements of the Development (including the Property) on completion of the Development;
- (c) the Vendor has not made any representation or warranties of the views available from the Development or Property;
- (d) any photographs and other images created for the marketing of the Development are for illustrative purposes only and are subject to change, and cannot be relied upon by the Purchaser;
- (e) the Vendor has no control over any development by parties unrelated to the Vendor or properties surrounding or nearby the Development; and
- (f) information contained in any promotional and marketing material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

The Purchaser must not, and is not entitled to, exercise any Excluded Right in relation to the matters raised in this special condition 2.

3 DEFAULT INTEREST

If the Purchaser defaults in payment of any money due under this Contract, then interest at the rate of sixteen per centum (16%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

4 NOMINATION

The named Purchaser can, at least 14 days prior to the settlement date, nominate an additional or substitute purchaser, however, the Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.

5 DEPOSIT

5.1 The Deposit must not exceed 10% of the Purchase Price.

5.2 On the Day of Sale or on such dates as set out in the particulars of sale, the Purchaser must pay the Deposit to the agent (if any) or the Vendor's conveyancer ("the stakeholder") to be held on trust for the Purchaser until registration of the Plan.

5.3 The parties agree that:

- (a) the stakeholder may invest part or all of the deposit in an interest bearing trust account until the earlier of the settlement date or when the Vendor is entitled to the release of the Deposit having regard to the provisions of this Contract and section 27 of the Act;
- (b) the Purchaser must give its tax file number to the stakeholder on the Day of Sale or the next business day;
- (c) unless the Contract is terminated as a result of default by the Vendor, the Vendor is entitled to any interest accrued on the Deposit; and
- (d) the party ultimately entitled to the deposit bears the risk of loss of the Deposit and interest. If the stakeholder has complied with this special condition, it is not responsible for any loss or expense due to its investment of the Deposit.

5.4 If this Contract is rescinded under special condition 11 then:

- (a) the Purchaser will be entitled to the prompt return of the Deposit (including any interest which may have accrued in respect of such account but less government charges any taxes withheld by the bank or fees charged by the bank) or the Bank Guarantee as applicable; and
- (b) the Purchaser must not exercise any rights in respect of any loss, costs, fees or other expenses paid or incurred by the Purchaser in relation to this Contract.

5A BANK GUARANTEE

5A.1 The Vendor may accept a Bank Guarantee from the Purchaser in lieu of payment of the Deposit. If the Vendor agrees to accept the Bank Guarantee, the Purchaser must deliver to the stakeholder on the Day of Sale an amount equals to the Deposit and the stakeholder must hold the Bank Guarantee on trust for the Purchaser until the first to occur of:

- (a) the date that this Contract is rescinded or lawfully terminated by the Vendor;
- (b) the Vendor is entitled to the release of the Deposit having regard to the provisions of this Contract and section 27 of the Act; and
- (c) the date settlement occurs.

5A.2 The Purchaser must pay the Vendor the amount of Deposit by cheque/s in favour of the Vendor, or as the Vendor directs:

- (d) at Settlement; or

- (e) if the Vendor rescinds or otherwise lawfully terminates the Contract in circumstances where it is entitled to retain the Deposit.

5A.3 In the circumstances contemplated by special condition 5A.2(b), the Vendor's conveyancer is irrevocably authorised to call on the Bank Guarantee without notice to the Purchaser and the amount received is treated as if it were the Deposit or part of the Deposit (as the case may be) paid by the Purchaser before rescission or termination of this Contract, and, subject to the Act, may be retained by the Vendor in its own right.

6 TRANSFER OF LAND

The Purchaser's solicitor or conveyancer must deliver to the Vendor's conveyancer a transfer of land form duly signed by the Purchaser/s or by the Purchaser's solicitor or conveyancer on behalf of the Purchaser at least ten (10) days prior to settlement. If the transfer of land form is not delivered within the prescribed time then without prejudice to the Vendor's other rights:

- (a) the Vendor may complete this Contract at any time between the date for payment of the balance of the Purchase Price and the date which is ten (10) days after the Purchaser delivers the transfer of land form; and
- (b) the Purchaser must pay interest in accordance with special condition 3 of this Contract from the date for payment of the balance of the Purchase Price until when settlement occurs.

7 FIRB

7.1 If the Purchaser has ticked 'Yes' in the section titled "Purchaser's FIRB Declaration" in the particulars of sale, then this Contract is subject to and conditional upon the Purchaser obtaining FIRB approval for the Purchaser's acquisition of the Land (or lapse of time such that the Treasurer cannot under the *Foreign Acquisition and Takeovers Act 1975 (Cth)* prohibit the acquisition) on or before the date 45 days after the Day of Sale ("FIRB Due Date").

7.2 If special condition 7.1 applies, the Purchaser must:

- (a) make application to the FIRB to seek approval immediately after the Day of Sale and in any event not later than five business days from the Day of Sale;
- (b) notify the Vendor promptly after the Purchaser has done so (and in the notice specify the date the application was made and provide the Vendor with a copy of the application;
- (c) use all reasonable endeavours to obtain FIRB approval for the Purchaser's acquisition of the Land; and
- (d) notify the Vendor promptly after receiving a decision on the application and provide a copy of the decision to the vendor.

7.3 Once the Purchaser has given the notification to the Vendor that the Purchaser has obtain FIRB approval for the Purchaser's acquisition of the Land, then special condition 7.1 is deemed to be satisfied.

7.4 If the Purchaser does not receive a notice from the FIRB regarding the outcome of the application for FIRB approval or if the Purchaser receives an objection from the FIRB for the Purchaser's acquisition of the Land by the FIRB Due Date, then the Purchaser may terminate this Contract by notice to the Vendor but only if the Purchaser has complied with special condition 7.2. If the Contract is terminated under this special condition 7.4, the Contract shall be

at an end and the Deposit will be refunded to the Purchaser and neither party will have any further rights against the other except for any antecedent breaches.

- 7.5 If the Purchaser has ticked 'No' in the section titled "Purchaser's FIRB Declaration" in the particulars of sale, then the Purchaser warrants that:
- (a) it is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975 (Cth)*; or
 - (b) the Purchaser is a person whose acquisition of the Land will be exempt under the *Foreign Acquisition and Takeovers Act 1975 (Cth)*; or
 - (c) it has obtained FIRB approval for the Purchaser's acquisition of the Land.
- 7.6 The Purchaser indemnifies the Vendor against any loss the Vendor suffers as a result of breach of a warranty by the Purchaser under special condition 7.5.

8 STAMP DUTY

The Purchaser shall be liable for all stamp duty payable on the transfer of the Land and the Purchaser shall indemnify the Vendor against any claims, actions, liabilities and penalties arising under the *Duties Act 2000 (Vic)* in connection with this Contract including any nomination of a substitute purchaser.

9 STAMP DUTY: Purchasers buying unequal shares

- 9.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that the Contract correctly records at the Date of Sale the proportions in which the Purchasers are buying the Property ("Proportions").
- 9.2 If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 9.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's conveyancer against any claims or demands which may be made against any or 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.
- 9.4 This special condition will not merge on completion.

10 SERVICES

If the Vendor elects to connect a service and incurs a connection fee from the relevant supplier, the fee shall be paid in full by the Purchaser to the Vendor as an adjustment at settlement.

11 SUBDIVISION CONDITIONS

- 11.1 The Property is sold and the Purchaser purchases the Property subject to the provisions of the Subdivision Act, and without limitation the following:
- (a) the easements (express and implied) affecting the Property by virtue of the Subdivision Act;
 - (b) any restrictions on user or scheme or plan of development under any legislations or any other town planning schemes;
 - (c) the requirements of any planning permit affecting the Property; and

- (d) any service easements affecting the common property.
- 11.2 The Vendor will, at its own cost and endeavours, procure registration of the Plan by the Registration Date.
- 11.3 If the Plan is not registered by the Registration Date, then:
- (a) the Purchaser may, at any time after the Registration Date but before the Plan is registered, rescind this Contract by giving notice in writing to the Vendor and thereupon all monies paid hereunder will be refunded to the Purchaser; or
 - (b) the Vendor may, at any time after the Registration Date but before the Plan is registered, rescind this Contract provided that:
 - (i) it first gives the Purchaser at least 28 days' prior written notice which sets out:
 - (A) the reason why the Vendor is proposing to rescind the Contract;
 - (B) the reason for delay in the registration of the Plan; and
 - (C) that the Purchaser is not obliged to consent to the proposed rescission, and
 - (ii) obtains the Purchaser's written consent to the Vendor's proposed rescission, and this Contract will be rescinded on the date the Vendor receives the Purchaser's consent under special condition 11.3(b)(ii), thereupon all monies paid under this Contract will be refunded to the Purchaser; or
 - (c) the Vendor may, at any time after the Registration Date but before the Plan is registered, apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this Contract. If the Supreme Court of Victoria is satisfied that making the order permitting the rescission is just and equitable in all circumstances and makes an order permitting the Vendor to rescind this Contract, this Contract is rescinded on the date the Vendor receives that order from the Supreme Court of Victoria, thereupon all monies paid under this Contract will be refunded to the Purchaser.
- 11.4 The Registration Date is automatically extended for each day that registration of the Plan, the completion of the construction of the works or issuance of the Occupancy Permit is delayed by one or more of the following:
- (a) an act, default or omission of the Purchaser or officers, delegates, consultants, agents or contractors of the Purchaser;
 - (b) a delay of an authority in giving any necessary approval required under this Contract;
 - (c) a Force Majeure Event;
 - (d) a variation initiated by the Purchaser under this Contract;
 - (e) a state wide or nation-wide industrial dispute affecting multiple sites and multiple companies which is not Development related;
 - (f) there is a valid suspension of the works in accordance with the [Building and Construction Industry Security of Payment Act 2002](#) (Vic) in circumstances where that suspension has been caused by the act or omission of the Vendor otherwise than in accordance with this Contract; and
 - (g) any other matter outside the reasonable control of the Vendor.

- 11.5 Subject to the provisions of section 9AC and section 9AH of the Act, the Vendor may make any alterations to the Plan it deems necessary to procure registration of the Plan.
- 11.6 The Purchaser acknowledges and agrees that the provisions of section 10(1) of the Act does not apply in respect of the final location of an easement shown on a certified Plan.
- 11.7 The Purchaser must not exercise any Excluded Right on the grounds that the Plan as registered does not accord with the Plan in respect of the following:
- (a) any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially affect the Property;
 - (b) an alteration to the Plan which results in a change to the area of the Property which is less than 5%; or
 - (c) the reconfiguration and/or consolidation of the lots on the Plan (other than the Property).
- 11.8 The Purchaser must not transfer, assign, mortgage or otherwise encumber or in any other way deal with the Property or any of the Purchaser's rights or interest in or under this Contract until after the Purchaser becomes the registered proprietor on the title to the Property.
- 11.9 The Purchaser must not or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat in relation to the Property prior to settlement. The Purchaser agrees that the Vendor will be entitled to claim compensation from the Purchaser in the event that this special condition is breached. The Purchaser irrevocably appoints the Vendor as its attorney to sign any withdrawal of the Purchaser's caveat. This appointment survives the rescission or termination of this Contract.

12 SECTION 173 AGREEMENT

- 12.1 The Purchaser acknowledges that the Vendor may be required to enter into an agreement that affects the Land pursuant to Section 173 of the *Planning and Environment Act 1985* (Vic) or the Planning Permit.
- 12.2 The purchaser irrevocably authorizes the Vendor to negotiate the terms of any agreement contemplated by this special condition 12.
- 12.3 The Purchaser must not, and is not entitled to, exercise any Excluded Right in relation to any act, matter or thing contained in or required by any agreement referred to in this special condition and must, if required by the Vendor, do all acts, matters and things excluding all consents, orders and applications necessary in order to have any agreement registered by the land titles office.
- 12.4 Without limiting this special condition, the Purchaser acknowledges that any agreement contemplated by this special condition will not constitute a defect in the title to the Property.

13 OWNERS CORPORATION

- 13.1 The Property acknowledges that the Vendor may make changes to the Plan to facilitate the creation of one or more Owners Corporations on registration of the Plan and the Purchaser buys the Property subject to the provisions of the *Owners Corporation Act 2006* (Vic).
- 13.2 If the first annual general meeting is held after registration of the Plan and before settlement, the Purchaser irrevocably authorises the Vendor (as the owner of all the lots the subject of the

Plan) to cause the first annual general meeting of the Owners Corporation and to vote in favour of the Owners Corporation, including on the following matters:

- (a) passing the general, special and unanimous resolutions contemplated by this special condition;
- (b) passing all resolutions necessary or desirable to enable the Owners Corporation to grant the rights over the common property contemplated by this contract;
- (c) electing a committee, if the Owners Corporation is to have a committee;
- (d) appointing a managing agent for the Owners Corporation;
- (e) making rules in the for each limited and unlimited Owners Corporation;
- (f) passing any resolutions required in order to perfect the staging of the Development or the Plan;
- (g) considering the proposed annual budget of the Owners Corporation and determining the fees and levies payable by members of the Owners Corporation for the twelve (12) month period starting on the date determined at that meeting;
- (h) if the Owners Corporation is a prescribed owners corporation, considering and approving a maintenance plan, establishing a maintenance fund, setting the amount of any annual fees designated as being for the purposes of the maintenance fund and the conditions for the payment of money out of the maintenance fund;
- (i) providing details of insurance for the Development in accordance with relevant legislations;
- (j) passing all resolutions necessary or desirable to enable the Owners Corporation to grant non-exclusive access licences over various parts of the common property to other owners corporations established in connection with the Development;
- (k) passing all resolutions necessary or desirable to enable the Owners Corporation to grant a non-exclusive access licence over the common property to the Vendor or the Vendor's consultants, contractors, agents, employees or invitees for the continuing Development; and
- (l) passing all resolutions necessary or desirable to enable the Owners Corporation to enter into agreements for the management of car parking facilities within the Development on terms acceptable to the Owners Corporation.

13.3 So long as the Vendor is registered as the proprietor of one or more lots on the Plan, the Purchaser will not, without the prior written consent of the Vendor in any way prejudicial (as determined by the Vendor) to the interests of the Vendor:

- (a) amend or permit the Owners Corporation to amend add to or repeal any schedule to the Plan or the rules of the Owners Corporation;
- (b) lease or permit the Owners Corporation to lease dispose of or grant any right over the common property or cast any vote in favour of the same; or
- (c) exercise any of the rights powers and privileges granted or accruing to the members of the Owners Corporation.

This special condition will not merge upon settlement.

14 COMMENCEMENT OF DEVELOPMENT

- 14.1 The provisions of this special condition are solely for the benefit of the Vendor, and are essential to this Contract.
- 14.2 The Purchaser acknowledges that the Vendor may, at any time prior to the commencement of construction of the works, give notice in writing to the Purchaser that the works and/or the Development cannot or will not proceed for any reason that the Vendor in its sole discretion may determine, in which case Vendor is entitled to rescind this Contract and return the Deposit and accrued interest (less bank and government charges) to the Purchaser.

15 DOMESTIC BUILDING CONTRACTS ACT 1995

- 15.1 If the Occupancy Permit is not issued by the Registration Date, then:
- (a) the Vendor may, at any time after the Registration Date but before the Occupancy Permit is issued, rescind this Contract provided that:
- (i) it first gives the Purchaser at least 28 days' prior written notice which sets out:
- (A) the reason why the Vendor is proposing the rescind the Contract;
- (B) the reason for delay in the issuance of the Occupancy Permit; and
- (C) that the Purchaser is not obliged to consent to the proposed rescission, and
- (ii) obtains the Purchaser's written consent to the Vendor's proposed rescission,
- and this Contract will be rescinded on the date the Vendor receives the Purchaser's consent under special condition 15.1(a)(ii), thereupon all monies paid under this Contract will be refunded to the Purchaser; or
- (b) the Vendor may, at any time after the Registration Date but before the Occupancy Permit is issued, apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this Contract. If the Supreme Court of Victoria is satisfied that making the order permitting the rescission is just and equitable in all circumstances and makes an order permitting the Vendor to rescind this Contract, this Contract will be rescinded on the date the Vendor receives that order from the Supreme Court of Victoria, thereupon all monies paid under this Contract will be refunded to the Purchaser.
- 15.2 The Vendor is not, and will not be the Builder of the works and the Purchaser acknowledges that this Contract is not a Major Domestic Building Contract (within the meaning of the *Domestic Building Contracts Act 1995* (Vic)). A Major Domestic Building Contract has been or will be entered into as soon as practicable between the Vendor and a Builder for the construction of the works and without limiting the generality hereof a dwelling on the lot hereby sold in accordance with the Plans and Specifications.
- 15.3 Notwithstanding special condition 15.2, if this Contract is found or deemed by the Domestic Building Tribunal or by a court having competent jurisdiction to be a Major Domestic Building Contract, the Purchaser agrees and acknowledges that it shall join with the Vendor to vary the terms of this Contract so that the Contract is not a Major Domestic Building Contract. The Purchaser is not entitled to claim any compensation for any alleged non-compliance with any legislations. Any such variation shall not constitute a defect in the Vendor's title and the

Purchaser must not, and is not entitled to, exercise any Excluded Right as a result of any such variations.

- 15.4 The parties agree that the Vendor will determine at its sole discretion the colour scheme of the interior and exterior of the dwelling constructed on the Land. This is an essential term of the Contract.

16 PLANS AND SPECIFICATIONS

The Purchaser warrants that it has inspected the Plans and Specifications and has satisfied itself as to all matters referred to therein. The Purchaser further warrants not to exercise any Excluded Right as a result of anything or matter contained in or arising out of the Plans of Specifications.

17 THE WORKS & VARIATIONS TO PLANS AND SPECIFICATIONS

- 17.1 The Purchaser acknowledges and agrees that the Vendor may, in its absolute discretion, authorise variations or alterations to the Plans and Specifications by changing the construction details (for example: façade specifications or service provisions), appliances, fixtures, fittings and finishes described in the Plans and Specifications from time to time in any manner the Vendor or the Builder (as the case may be), acting reasonably, considers necessary or desirable including by substituting any of the appliances, fixtures, fittings and finishes specified in the Plans and Specifications with any other appliances, fixtures, fittings and finishes the Vendor considers to be of a similar standard or quality to:
- (a) comply with any desires, requirements or recommendations of any authorities; or
 - (b) to enable the proper construction of the dwelling or realisation of the Development; or
 - (c) facilitate the efficient and cost effective construction of the dwellings including any common property (as the Vendor considers necessary or desirable).
- 17.2 The Purchaser acknowledges and agrees that if the Vendor varies or alters the Plans and Specifications as contemplated by special condition 17.1, the Vendor is not obliged to inform the Purchaser of it.
- 17.3 The Purchaser acknowledges that the Vendor may make changes to the floor plans which does not materially decrease the value of the lot or dwelling.
- 17.4 The Purchaser must not, and is not entitled to, exercise any Excluded Right in relation to any matter referred to in this special condition 17.
- 17.5 The Purchaser has no right to ask for variations to the construction of the Property. However, if the Purchaser and the Vendor agree to variations in the construction of the Property, then a separate agreement must be entered into and payment of the cost of the variations must (if not otherwise specified in that Agreement) be made at settlement.
- 17.6 The building contract will require the Builder to make good all faults in the property works arising from defects in materials and/or workmanship notified to the Vendor by the Purchaser

provided that the Purchaser has notified the Vendor of the defects in writing within 3 months from the date of the issue of the Occupancy Permit.

- 17.7 The Purchaser acknowledges that if there is a dispute between the Purchaser and the Vendor in relation to the construction of the dwelling, the Purchaser is not entitled to delay settlement or withhold payment of any monies owing to the Vendor pursuant to this Contract.
- 17.8 The Purchaser will reimburse the Vendor \$550.00 at settlement, being the cost incurred by the Vendor to connect electricity to the property. The parties agree that for every 6 months that elapses from the Day of Sale this fee will increase 6%.

18 STAGING THE DEVELOPMENT

- 18.1 The Vendor may elect in its absolute discretion to proceed to registration of the Plan in stages as contemplated by section 37 of the Subdivision Act.
- 18.2 Amendments to the Plan or to any stage of the Development or the Plan pursuant to section 37 of the Subdivision Act will be an alteration to the Plan made in accordance with this Contract within the meaning of special condition 11.
- 18.3 The Purchaser acknowledges that with works being undertaken at the Land or Development following settlement of the Property, there will be disturbance which includes but not limited to noise, construction works, dust and restrictions on amenities.
- 18.4 The Purchaser must not, and is not entitled to, exercise any Excluded Right in relation to the matters raised in this special condition.
- 18.5 The purchaser agrees to collect the keys to the Property after 4pm on the day settlement is completed from the office situated at Level 7, 484 St Kilda Road Melbourne, or at any other location nominated by the Vendor.
- 18.6 The Purchaser acknowledges that the Property has been, or is, or will be, in the course of subdivisional works and may be filled, raised, leveled, packed or cut.
- 18.7 The Vendor discloses to the Purchaser and the Purchaser acknowledges that:
- (a) the Vendor is currently undertaking investigation as to whether (and if so, what) works affecting the natural surface level of the Land or any land abutting the Land which is a lot on the Plan may be required prior to registration of Plan; and
 - (b) if the Vendor becomes aware that any works of the nature described in special Condition 19.7(a) are required, the Vendor will disclose details of those works to the Purchaser in accordance with section 9AB(3) of the Act as soon as practicable after details of those works come to the knowledge of the Vendor.

- 18.8 The Purchaser must not, and is not entitled to, exercise any of the Excluded Right in relation to matters raised in this special condition 19.7.
- 18.9 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 regarding and replaced thereafter shall not be included in such calculation.
- 18.10 The Purchaser indemnifies the Vendor against any claim made by any person in respect of the subdivisional works. This special condition shall not merge on the transfer of the Property.

19 ADJUSTMENTS

- 19.1 Rates and taxes (including land tax on a proportional basis), assessments and outgoings shall be in respect of the Land will be apportioned between the Vendor and the Purchaser as at the Day of Sale on the basis that the Vendor has paid each of them for the rating year in which the settlement takes place irrespective of whether they have actually been paid.
- 19.2 If the Property is not separately rated, levied, assessed or charged (rated) in respect of any rates, taxes, assessments, insurance premiums or other outgoings (apportionable outgoings) then (subject to any special conditions relating to land adjustment) the amount of the apportionable outgoings to be paid borne and apportioned at settlement shall be that proportion of the amount rated against the parcel as a whole as is equal to the proportion which the lot liability of such property bears to the total liability of all lots contained in the rated parcel.
- 19.3 No monies shall be withheld from the Vendor at settlement from the Purchase Price payable under this Contract on account of any outgoings which are unpaid at settlement. The Vendor undertakes to pay such outgoings by the date on which they are due.
- 19.4 The Purchaser may not delay settlement on grounds that there are rates, taxes, assessments and outgoings unpaid on the Settlement date and shall not make any deduction for unpaid rates.
- 19.5 All Owners Corporation fees including special levies and insurance are to be borne by the Purchaser as from the Day of Sale.
- 19.6 Land tax certified or assessed for the said land (on a proportional basis) for the year ending on the 31st day of December after the Day of Sale and every year until settlement shall be paid by the Vendor but shall be borne by the Purchaser as from the Day of Sale.
- 19.7 The Purchaser must provide a copy of all property certificates obtained by them to complete any adjustments. At the time that the Purchaser or their representative makes submission of the adjustments to the Vendor's conveyancer, proof is required to justify any authority or figure that has been listed in such adjustments. Justification of adjustments must be by way of copies of certificates purchased by the Purchasers' legal representative in order to verify the information allowed for in such adjustments. These certificates will be provided to the Vendor's conveyancer at the time of submission of the adjustments. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The Purchaser acknowledges that they will be in default of this Contract if this condition is not adhered to. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the Purchaser will forfeit

any ability to re adjust after settlement has been completed. This condition will not merge on settlement.

20 NOTICES

The Purchaser must assume liability for compliance with any notices or orders relating to the Property which are made or issued on or after the Day of Sale and agrees to indemnify the Vendor against all claims thereunder.

21 SETTLEMENT

21.1 Settlement will be conducted no later than 3.00pm on the due date for settlement.

21.2 General Condition 10.3 does not apply to this contract.

21.3 If the Purchaser fails to settle this Contract by 3.00pm on the due date for settlement, the Purchaser, if demanded (in addition to any other moneys payable hereunder), must pay to the Vendor at settlement an amount equal to lost interest that would have been payable if the moneys had been received and deposited with a financial institution, all losses and damages sustained by the vendor as a consequence of failing to complete the Purchase of any other property on the due date for settlement and/or of failing to repay existing borrowings on the due date including (but not limited to) penalty interest the cost of bridging finance removal and/or storage costs accommodation expenses additional interest and legal costs.

22 NOVATION

22.1 In consideration of the Purchaser agreeing to enter into this Contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser must execute within 7 days:

- (a) deed in the form prepared by the Vendor novating this Contract to a third party; and
- (b) a vendor's statement in the form prepared by the third party.

22.2 If this Contract is novated to a third party, the Purchaser;

- (a) must within 30 days of being requested to do so, do whatever is necessary to give that third party the benefit of Deposit provided by the Purchaser including if necessary delivering a new replacement Deposit Bank Guarantee or Deposit Bond in favour of the third party's representative; and
- (b) will not make a claim, enquiry, requisition or demand against the Vendor in respect of this special condition.

22.3 Prior to settlement of this Contract the Purchaser must not advertise or enter into a contract to resell the property without first obtaining written permission from the Vendor (which the Vendor may withhold at its sole discretion)

23 PRE-SETTLEMENT INSPECTION

- (a) The Purchaser may inspect the Property before the settlement date by making an inspection appointment with the Vendor or the Vendor's Agent.
- (b) The Vendor retains the right to:
 - (i) set the time and date of the Purchaser's inspection appointment;
 - (ii) limit the duration of an inspection appointment; and

- (iii) limit the number of people attending an inspection appointment.
- (c) The Purchaser is entitled to only one inspection of the Property before settlement date.

24 INCONSISTENCIES

The parties agree that any inconsistency between the provisions of the General Conditions and these special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of these special conditions will prevail and have priority.

25 DEFINITIONS & INTERPRETATION

In this Contract unless otherwise indicated by the context or subject matter:

- (a) **Act** means the *Sale of Land Act 1962* (Vic);
- (b) **Bank** means an Australian owned bank or any banks which is an authorised deposit taking institution regulated by the Australian Prudential Regulation Authority;
- (c) **Bank Guarantee** means an unconditional and irrevocable guarantee or undertaking by a Bank subject to the terms of this Contract in favour of the Vendor's conveyancer with no expiry (of if there is an expiry, at least 60 days after the expiry of the Registration Date) in a form satisfactory to the Vendor;
- (d) **Builder** means the building practitioner with whom the Vendor enters into a building contract with for the Development;
- (e) **Common Property** means the common property, if any, created by registration of the Plan;
- (f) **Development** means the development of townhouses on the Site and any associated works developed, being developed or to be developed by the Vendor;
- (g) **Excluded Right** means making requisitions, claiming compensation, rescinding or purporting to rescind, calling on the Vendor to make any amendments or to bear any cost of doing so, delaying settlement, avoiding any of its obligations or making any other claims under this Contract;
- (h) **FIRB** means the Foreign Investment Review Board;
- (i) **Force Majeure Event** means any event which is beyond the reasonable control of a party to this Contract. Force Majeure Event includes:
 - (i) fire, flood or explosion not arising from construction or other works being performed by the Vendor, or the builder on the Site, or hurricane, earthquake, natural disaster, radioactive contamination or toxic or dangerous chemical contamination;
 - (ii) sabotage, act of public enemy, war (declared or undeclared), act of terrorism or revolution; or
 - (iii) riot blockade or other civil commotion which is not related to industrial action or strikes.
- (j) **Guarantee and Indemnity** means the Guarantee and Indemnity in the form set out in Annexure A;

- (k) **Occupancy Permit** means an occupancy permit issued under the *Building Act 1993* (Vic) for the Property;
- (l) **Owners Corporation** means the owners corporation(s) created by registration of the Plan;
- (m) **Plan and Specifications** means the floor plans and/or elevations in Annexure B and the list of specifications and inclusions in Annexure C, as may be varied by the Vendor in accordance with special condition 17;
- (n) **Plan** means plan of subdivision PS839614K;
- (o) **Planning Permit** means planning permit authorising the construction of the Development on terms acceptable by the Vendor;
- (p) **Property** means the property described in the Land panel in the particulars of sale and includes any chattels;
- (q) **Registration Date** means the date that is 48 months after the Day of Sale, or as extended under special condition 11.4;
- (r) **Site** means the whole of the land contained in certificate of title volume 11336 folio 350; and
- (s) **Subdivision Act** means the *Subdivision Act 1988* (Vic).

**ANNEXURE A
GUARANTEE AND INDEMNITY**

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: Gold Sun Construction Pty Ltd

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this _____ day of _____ 2020.

SIGNED SEALED AND DELIVERED by)
)
the said Guarantor)
)
in Victoria in the presence of:)
)

**ANNEXURE B
FLOOR PLANS AND/OR ELEVATIONS**

NOTES

1. THE NOMINATED ELECTRICITY AUTHORITY SHALL CONNECT TO EACH DWELLING BY AN UNDERGROUND CONNECTION. FENCES ARE TO BE REFERRED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AT NO LESS THAN 1.5M & NO MORE THAN 2M IN HEIGHT AT THE CURB OF THE ROAD. THE PROPOSED FENCES TO BE REFERRED TO THE RESPONSIBLE AUTHORITY AT NO LESS THAN 1.5M & NO MORE THAN 2M IN HEIGHT AT THE CURB OF THE ROAD. THE PROPOSED FENCES TO BE REFERRED TO THE RESPONSIBLE AUTHORITY AT NO LESS THAN 1.5M & NO MORE THAN 2M IN HEIGHT AT THE CURB OF THE ROAD.
2. THE PROPOSED FENCES TO BE REFERRED TO THE RESPONSIBLE AUTHORITY AT NO LESS THAN 1.5M & NO MORE THAN 2M IN HEIGHT AT THE CURB OF THE ROAD.
3. THE PROPOSED FENCES TO BE REFERRED TO THE RESPONSIBLE AUTHORITY AT NO LESS THAN 1.5M & NO MORE THAN 2M IN HEIGHT AT THE CURB OF THE ROAD.

LEGEND

- BA BALUSTRADE - ARC DE TRIOMPHE
- BR BICYCLE RAIL - ARC DE TRIOMPHE
- CA CANOPY
- GA GATE
- FFA FIRST FLOOR ABOVE
- GA GATE
- GD GATE DOOR (REMOTE OPENING)
- GP GRAVED PIT
- LB LETTER BOX
- NCL NATURAL GROUND LEVEL
- PL PLANTER BOX (H)600mm (W)1800mm (H)1800mm
- RA ROOF ABOVE
- RW2 RENDERS WALL 2
- SC1 STEEL CLADDING
- SE STEEL LEAVE - 300MM
- SEP SIDE ENTRY PIT TURN
- S12 SIGN - LEFT TURN ONLY
- S13 SIGN - NO ENTRY
- S14 SIGN - SHARED ZONE
- S15 SIGN - SHARED ZONE
- SW1 STREET SWALE
- SW2 STREET SWALE
- SW3 STREET SWALE
- WCP WASTE COLLECTION POINT

SYMBOL LEGEND

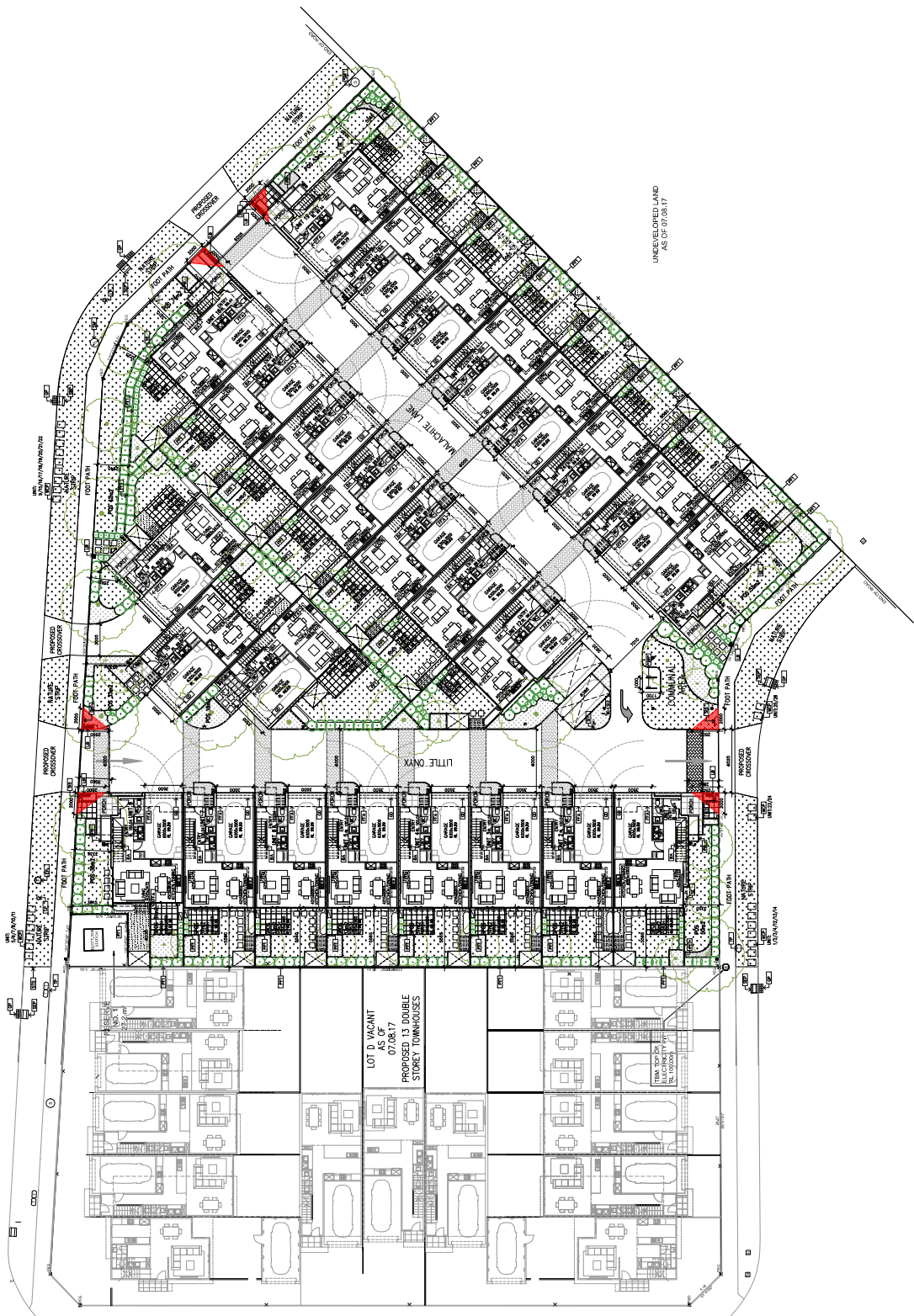
[Symbol]	SHED AREA AS SELECTED BY OWNER
[Symbol]	CLOTHES LINE
[Symbol]	2000L SUNLINE WATER TANK
[Symbol]	SPLIT SYSTEM (HEATING/COOLING)
[Symbol]	HOT WATER SYSTEM
[Symbol]	GAS METER
[Symbol]	ELECTRICAL METER
[Symbol]	CORNER SLAY
[Symbol]	BOLLARD LIGHTING
[Symbol]	BINS

Development Summary

Area Description	AREA m2
SITE AREA	4200m2
GARDEN AREA	1497m2 (36%)
BUILDING AREA ON GROUND	1952 m ² (47%)
DRIVEWAYS AND PATHWAYS	639 m ² (17%)

NO. OF TOWNHOUSES	26
TYPE	2-7,10, 11,8, 13-17, 19,26
GROUND FLOOR	74m2
1st FLOOR	60m2
2nd FLOOR	60m2
3rd FLOOR	136m2
TOTAL	14.64sq 16.64sq 15.18sq

NO. OF TOWNHOUSES	26
TYPE	11
GROUND FLOOR	77m2
1st FLOOR	61m2
2nd FLOOR	60m2
3rd FLOOR	138m2
TOTAL	14.85sq 14.42sq



GROUND FLOOR PLAN

BDN Projects
 Studio 3, 64 Johnston St, Collingwood 3066
 e-mail: info@bdnprojects.com.au
 Tel: 03-8677 8686

REASON FOR ISSUE
 AUTHORIZATION
 by [Name] of [Firm]
 AMENDMENT
 by [Name] of [Firm]

The drawings to copyright in the property of the architect and shall not be used for any other purpose without the written consent of the architect. The architect shall not be responsible for any errors or omissions in the drawings or for any consequences arising therefrom. The client shall be responsible for the accuracy of the information provided to the architect and for the accuracy of the information provided to the council. The architect shall not be responsible for any errors or omissions in the drawings or for any consequences arising therefrom. The client shall be responsible for the accuracy of the information provided to the architect and for the accuracy of the information provided to the council.

Rev.	Description	Date	By
F	VOL 1	10/04/19	SY
G	COUNCIL SUBMIT	27/03/18	SY
H	COUNCIL SUBMIT	16/04/18	MD
D	COUNCIL REF #2	16/04/18	MD
E	COUNCIL REF #3	25/07/18	MD

PROJECT
 PROPOSED TOWN HOUSE DEVELOPMENT @ ONYX WAY
 TARMET FOR ORION GROUP

Scale: 1:200 @ A1
 Date: 15/07/18
 Drawn: [Name]
 Mtd: [Name]

Project No. 10P3
 Draw No. 10P3-001
 Rev. No. 001





Project No. 11PF
Date: 14.09.17

PROJECT: PROPOSED TOWN HOUSE DEVELOPMENT @ ONYX WAY
TARNETT FOR ORIGIN GROUP
Scale: 1:200 @ A1
Date: 15/09/18
Project No. 11PF
Drawn: HZ 0817 PG
14.09.17

Rev.	Description	Date	By
F	ENDORSEMENT	17/09/18	SY
B	COUNCIL REF USE	20/08/18	DP
D	COUNCIL REF #2	16/04/18	MD
E	COUNCIL REF #3	25/07/18	MD

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Reason for Issue:
AUTHORIZATION
by: [Signature]
date: [Date]

BDN Projects
Studio 3, 64 Johnston St, Collingwood 3066
e-mail: info@bdnprojects.com.au
Tel: 03-8677 8686

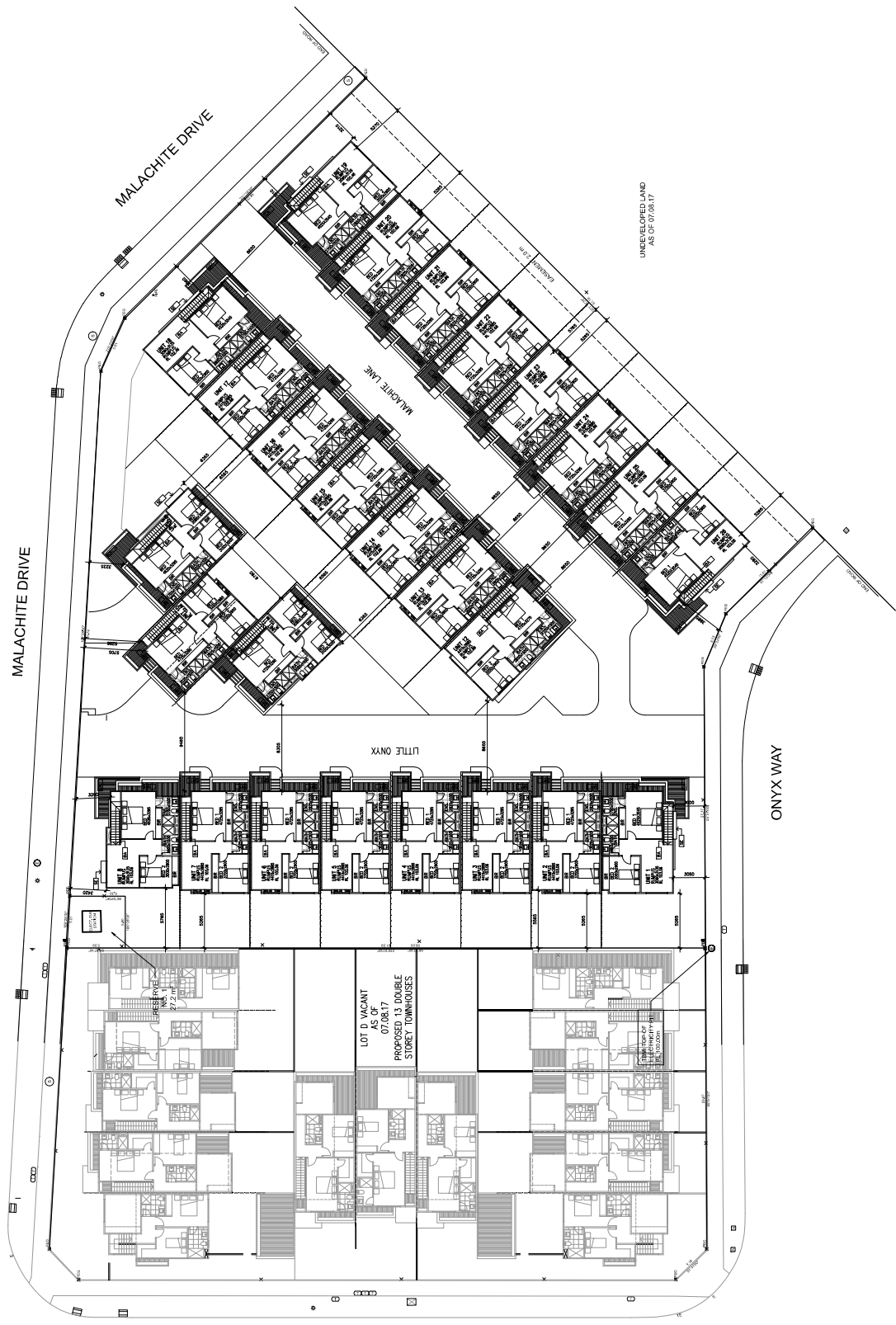
FIRST FLOOR PLAN

- NOTES**
- THE NOMINATED ELECTRICITY AUTHORITY SHALL CONNECT TO EACH DWELLING BY AN UNDERGROUND CONNECTION. FENCES ARE TO BE REFERENCED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AT NO LESS THAN 1.5M & NO MORE THAN 2M IN HEIGHT AT THE PERIPHERY AND 1.0M FROM THE PERIPHERY AT THE PERIPHERY AND 1.0M FROM THE PERIPHERY AT THE PERIPHERY.
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- LEGEND**
- BA BALUSTRADE - ARC DE TRIOMPHE
 - BR BICYCLE RAIL
 - CA CANOPY
 - CA FIRST FLOOR ABOVE
 - GA GATE
 - GA GATE DOOR (REMOTE OPENING)
 - GP GRATED PIT
 - LP LETTER BOX
 - NGL NATURAL GROUND LEVEL
 - PB PLANTER BOX (Ø)600mm
 - PGL PROPOSED GROUND LEVEL
 - RA ROOF ABOVE
 - RA RAMP
 - RW2 RAMPED WALL 2
 - SC1 STEEL CLADDING
 - SE STEEL LEAVE - 200MM
 - SEP SIDE ENTRY PIT TURN
 - S12 SIGN - LEFT TURN ONLY
 - S13 SIGN - NO ENTRY
 - S14 SIGN - SHARED ZONE
 - S15 SIGN - STAIR WALKWAY
 - STW STREET WALL
 - STW STREET WALL
 - STW STREET WALL
 - WCP WASTE COLLECTION POINT

SYMBOL LEGEND

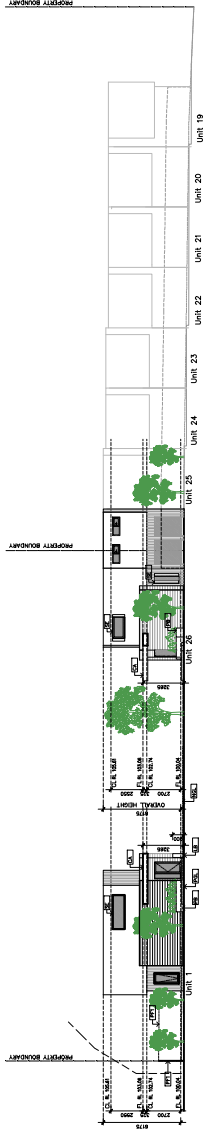
	SHED AREA AS SELECTED BY OWNER
	CLOTHES LINE
	2000L SUNLINE WATER TANK
	SPLIT SYSTEM (HEATING/COOLING)
	HOT WATER SYSTEM
	GAS METER
	WATER METER
	ELECTRICAL METER
	CORNER SLAY
	BOLLARD LIGHTING
	BINS



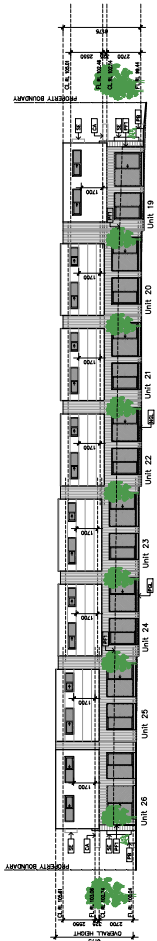
- LEGEND**
- BA BALUSTRADE
 - CA CANOPY
 - EA ELECTRICITY PIT
 - FA FLOOR ABOVE
 - GA GATE
 - GD GARAGE DOOR (REMOTE OPENING)
 - LD LETTER BOX
 - LB LETTER BOX
 - NC NIGHT POLE/ROUND LEVEL
 - PL PLANTER BOX (H)600mm
 - PF1 PROPOSED TIMBER FENCE (H)800mm
 - PL ROUND LEVEL
 - RA ROOF ABOVE
 - RW1 RENDERED WALL 1
 - RW2 RENDERED WALL 2
 - SC1 STEEL CLADDING 1
 - SC2 STEEL CLADDING 2
 - SEP SIDE ENTRY PIT 300MM
 - S1 SIGN - NO LEFT TURN
 - S2 SIGN - NO ENTRY ONLY
 - S3 SIGN - ONE WAY
 - S4 SIGN - ONE WAY ZONE
 - SM SEWER MANHOLE
 - SP STEEL POST
 - ST STEEL TOWER
 - TE TELESTRA PIT
 - WCP WASTE COLLECTION POINT

MATERIAL LEGEND

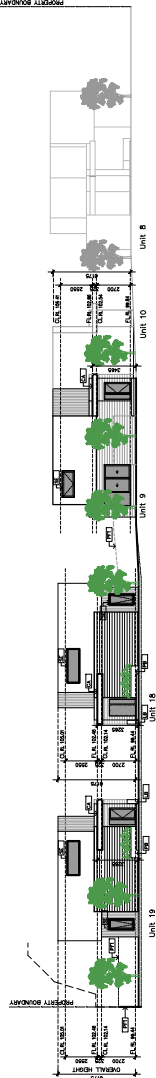
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[Pattern]	FACE BRICK
[Pattern]	VERTICAL TIMBER CLADDING
[Pattern]	FC SHEET
[Pattern]	STEEL ROOF 2



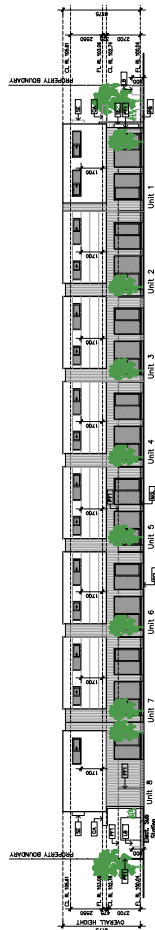
WEST ELEVATION



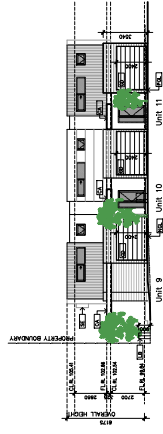
SOUTH-WEST ELEVATION



SOUTHEAST ELEVATION



NORTH ELEVATION



NORTHEAST ELEVATION

BDN Projects
 Studio 3, 64 Johnston St, Collingwood 3066
 e-mail: info@bdnprojects.com.au
 Tel: 03-8677 8686

REASON FOR ISSUE
 AUTHORIZATION
 by: [Signature]
 DATE: 15/03/2017

REVISIONS

Rev.	Description	Date	By
F	VCLT	11/04/19	ST
G	REVISIONS	27/08/19	ST
H	REVISIONS	15/01/18	ST
D	COUNCIL SET #2	15/01/18	ML
E	COUNCIL SET #3	25/01/18	ML

PROJECT
 PROPOSED TOWN HOUSE DEVELOPMENT @ ONYX WAY
 TARMET FOR ORION GROUP

Drawn: ML
Check: ML
Date: 15/03/2017
Scale: 1:200 @ A1

Project No.: 142 0817
Doc No.: 50PG
Rev. No.: 02 0817 PG

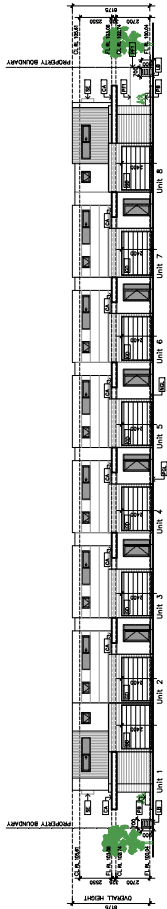


LEGEND

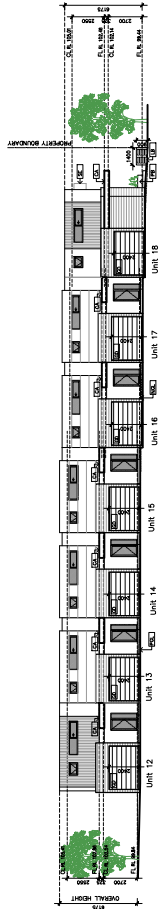
- BA BALUSTRADE
- CA CANOPY
- EA ELECTRICITY PIT
- FA FLOOR ABOVE
- GA GATE
- GD GARAGE DOOR (REMOTE OPENING)
- LD LETTER BOX
- LB LIGHT POLE/ROUND LEVEL
- NC NUISANCE
- PB PLANTER BOX (H)600mm
- PF1 PROPOSED TIMBER FENCE (H)800mm
- PF2 PROPOSED TIMBER FENCE (H)1000mm
- RA ROOF ABOVE
- RE REINFORCED WALL 1
- RE2 REINFORCED WALL 2
- SC1 STEEL CLADDING
- SC2 STEEL CLADDING
- SEP SIDE ENTRY PIT
- SO1 SIGN - NO LEFT TURN
- SO2 SIGN - NO ENTRY ONLY
- SO3 SIGN - ONE WAY
- SO4 SIGN - ONE WAY ZONE
- SM SEWER MANHOLE
- SP STEEL PIPING
- ST STEEL TYPING
- TP TELESTRA PIT
- WCP WASTE COLLECTION POINT

MATERIAL LEGEND

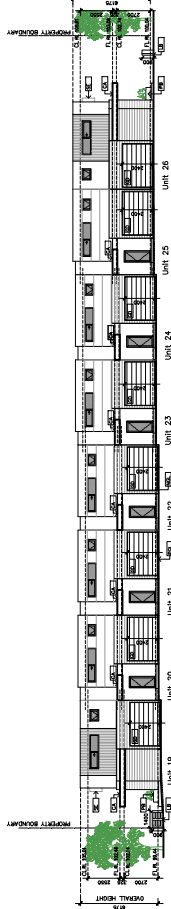
	RENDER
	FACE BRICK
	VERTICAL TIMBER CLADDING
	FC SHEET
	STEEL ROOF 2



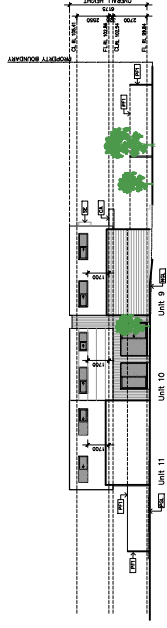
LITTLE ONYX - SOUTH ELEVATION



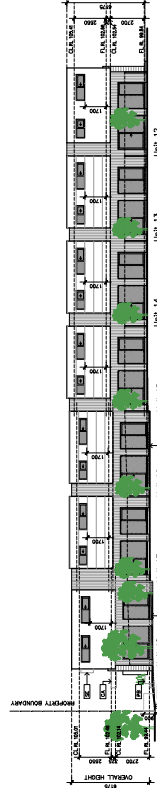
MALACHITE LANE - SOUTH - WEST ELEVATION



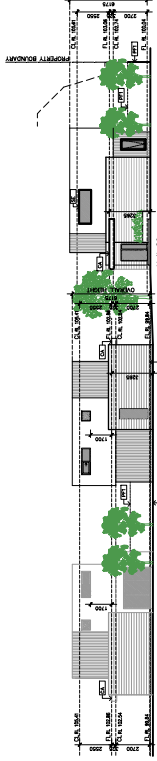
MALACHITE LANE - NORTHEAST ELEVATION



INTERNAL SOUTH - WEST ELEVATION



INTERNAL NORTHEAST ELEVATION



NORTHWEST ELEVATION

BDN Projects
 Studio 3, 64 Johnston St, Collingwood 3066
 e-mail: info@bdnprojects.com.au
 Tel: 03-8677 8686

REASON FOR ISSUE
 AUTHORIZATION
 by: [Signature]
 AMENDMENT
 by: [Signature]

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 Description
 F. VCAT
 C. CONSENT
 D. COUNCIL SET #2
 E. COUNCIL SET #3

Date: 11/04/19
 By: [Signature]
 Date: 27/04/19
 By: [Signature]
 Date: 16/04/18
 By: [Signature]
 Date: 25/07/18
 By: [Signature]

PROJECT: PROPOSED TOWN HOUSE DEVELOPMENT @ ONYX WAY
 TARNETT FOR ORIGIN GROUP
 Scale: 1:200 @ A1
 Drawn: [Signature]
 Date: 14/2/2017
 Project No: [Number]
 Doc No: [Number]
 NZ 0817 FC

Drawings (Nos): 51PC

**ANNEXURE C
SPECIFICATION AND INCLUSION LIST**

Standard Inclusions/specifications

3 Onyx Way Tarneit

01. STRUCTURE/EXTERNAL

Floors		Concrete slab
Walls	External	Brick Veneer Render/brick finish
	Internal	Plasterboard lining and selected paint finish Water resistant plasterboard lining to wet areas Selected tiles/paint finish
Roof		Steel roof
Windows		Aluminium suite with powdercoat finish Flyscreens to all openable windows
Insulation	Ceiling Walls	T.B.C. by energy rating report T.B.C. by energy rating report

02. INTERNAL FINISHES

Floor Finishes	Entry Kitchen Meals Living Bedroom Stairs Upper Level Bathroom Ensuite Laundry	Laminate floor Laminate floor Laminate floor Laminate floor Carpet Carpet Carpet Porcelain floor Tiles Porcelain floor Tiles Porcelain floor Tiles
Mouldings	Skirting Architraves Cornice	67mm high Tile skirt to selected wet areas 67mm high 75mm cove pattern
Wall Finishes	Bathroom/Ensuite Kitchen Laundry Other Rooms	Porcelain wall tiles to shower recess and splashback Porcelain tile splashback Porcelain tile splashback Painted plasterboard
Paint Finishes	Ceiling Walls Doors Timber Work	Acrylic paint Acrylic paint Gloss acrylic paint Gloss acrylic paint
Doors	Entry Door	Timber door

Standard Inclusions/specifications

3 Onyx Way Tarneit

	Interior Door Hardware	Flush panel Lever hardware with chrome finish
Stairs	Balusters Handrail	Timber balusters Timber handrail
Built-in Joinery	Wardrobes Linen/Pantry	Fixed melamine shelf and hanging rail Melamine shelf
Ceiling Height		2700mm to ground floor ;2550mm to first floor
<u>03. ELECTRICAL</u>		
Lights		LED downlights
Power Points		Double power points throughout excluding refrigerator
Switch Plates		White wall mounted light switches and power points
Smoke Detectors		2x smoke detectors
Exhaust Fans		To all bathrooms and ensuites
TV Points		2x TV points, to master bedroom and living area
Telephone Points		2x telephone points, to master bedroom and living area
<u>04. SERVICES</u>		
Hot Water System		26L per munite HWS
Heating & Aircon	<i>Standard inclusion</i> <i>Upgrade option</i>	Split A/C systems with heating and cooling Refrigerated central air conditioning with heating and cooling
<u>05. KITCHEN FIXTURES</u>		
Fittings	Sink Sink Mixer Oven Cooktop Ranghood Dishwasher	S/steel double bowl with drainer Chrome finish brass mixer Bosch electric integrated s/steel 600mm Bosch gas s/steel 600mm Bosch integrated s/steel 600mm Bosch s/steel 600mm
Joinery	Cupboards Carcass Bench Top	Laminate Particle board with white melamine Stone 40mm

06. WET AREAS

Standard Inclusions/specifications

3 Onyx Way Tarneit

Bathroom/Ensuite	Shower Screen	Semi frameless
	Shower Base	Polymarble
	Bath	White acrylic bathtub
	Vanity Basin	Above counter ceramic
	Vanity Cabinet	White gloss finish with soft close doors and/or drawers
	Bench Top	Stone 20mm
	Basin Mixer	Matte black finish brass mixer
	Wall Mixer	Matte black finish brass mixer
	Shower	Matte black finish brass shower set
	Bath spout	Matte black finish brass spout
	Towel rail	Matte black finish brass rail
	Toilet paper holder	Matte black finish brass paper roll holder
	Toilet suites	Back to wall ceramic suite soft-close lid
<u>Laundry</u>	Trough	45L S/steel trough with bypass kit
	WM stops	Chrome finish brass washing machine stops
	Cupboards	Laminate
	Carcass	Particle board with white melamine
	Bench Top	Stone 20mm

07. GARAGE

Garage Door	Sectional panel lift door with 2 remote controls supplied
--------------------	---

Disclaimer:

Information, drawings, building amenities, dimensions and specifications herein are subject to change without notice and descriptions provided may not be applicable to every lot within the development. No responsibility is accepted by the seller or its agents for any other information contained herein or for any action taken in reliance thereon. Whilst all information in relation to this development has been prepared with the utmost care and attention to its accuracy, no warranty can be given and therefore interested parties should rely on their own enquiries.

Fitting & Fixtures Specifications

3 Onyx Way Tarnait

*Same or similar products as shown below will be provided.



Basin Mixer



Kitchen and Laundry Mixer



Kitchen Sink with Drainer



Basin



Shower Rail



Laundry Trout



Shower and Bath Mixer



Bath Spout



Bath Tub



Toilet Suite



Toilet Paper Roll Holder



Towerl Rail



Hand Towel Bar

Fitting & Fixtures Specifications

3 Onyx Way Tarneit



Bosch Multi-function Oven



Bosch Gas Cooktop



Bosch Integrated Rangehood



Bosch Dishwasher

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	Lot , 3 Onyx Way, Tarnell 3029
-------------	--------------------------------

Vendor's name	Gold Sun Construction Pty Ltd	Date 18/06/20
----------------------	-------------------------------	-------------------------

Vendor's signature		Director/Secretary
---------------------------	---	--------------------

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

1. FINANCIAL MATTERS

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

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

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

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

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

Are contained in the attached certificates and/or statements.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. **BUILDING PERMITS**

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

Not Applicable.

6. **OWNERS CORPORATION**

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

Not Applicable.

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

Not applicable.

8. **SERVICES**

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

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

9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

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

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

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

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

VOLUME 11336 FOLIO 350

Security no : 124081850458P
Produced 26/02/2020 01:02 PM

LAND DESCRIPTION

Lot E on Plan of Subdivision 636387A.
PARENT TITLE Volume 11336 Folio 268
Created by instrument PS636387A 01/03/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GOLD SUN CONSTRUCTION PTY LTD of 4 CAPRI COURT DONCASTER VIC 3108
AR307561D 01/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR385658V 24/08/2018
HS CREDIT (MELBOURNE) PTY LTD

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 PS636387A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 3 ONYX WAY TARNEIT VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 19208S HWL EBSWORTH LAWYERS
Effective from 24/08/2018

DOCUMENT END

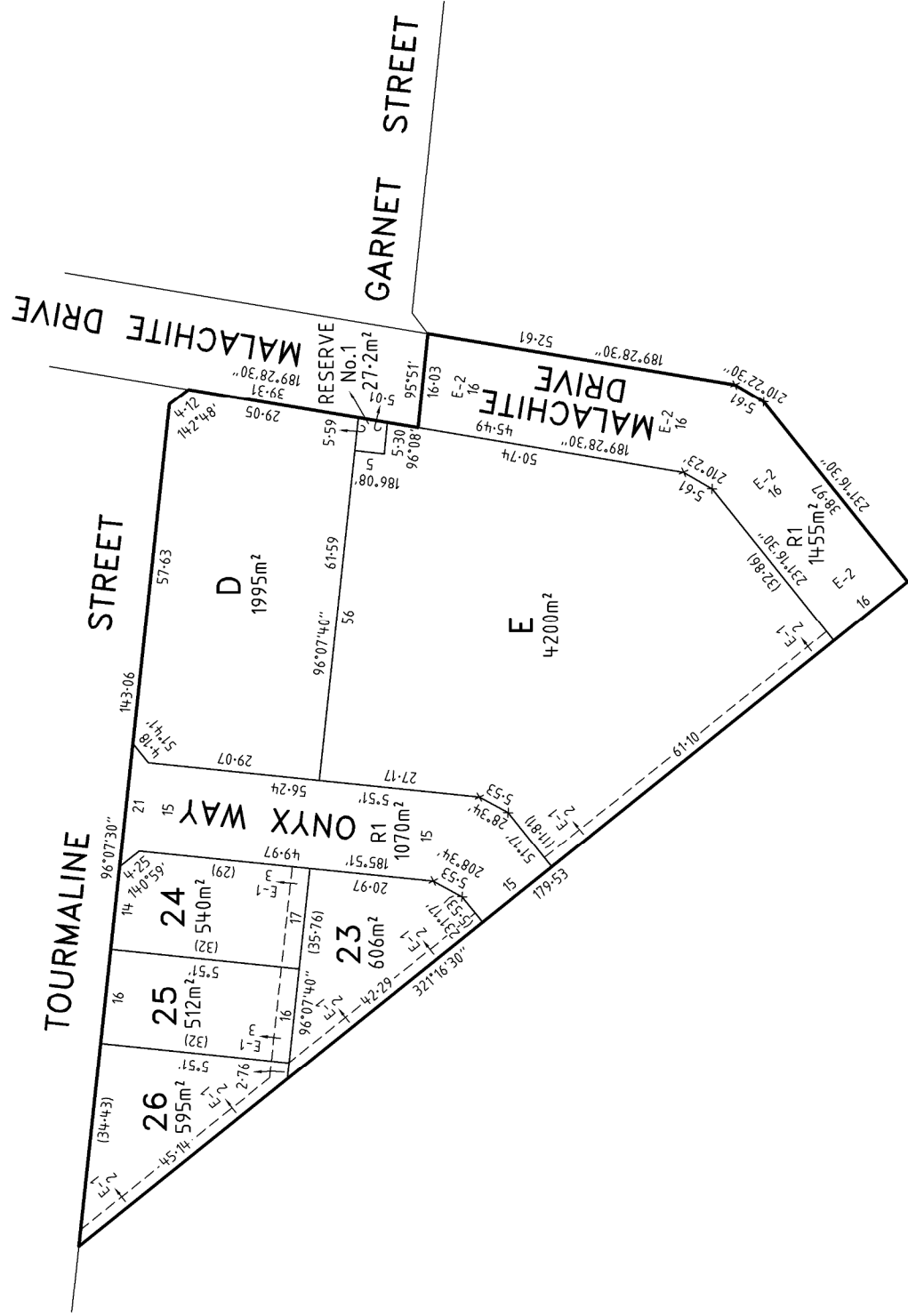
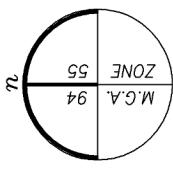
Delivered from the LANDATA® System by GlobalX Pty Ltd

Signed by Council: Wyndham City Council, Council Ref: WYP3852/10, WYS1497/10, Original Certification: 17/09/2010, Recertification: 15/04/2011, S.O.C.: 24/02/2012

PLAN OF SUBDIVISION				Stage No. /	LRS use only EDITION 1	Plan Number PS 636387A
Location of Land Parish: TARNEIT Township: - Section: 14 Crown Allotment: - Crown Portion: D (PART) Title Reference: VOL 11336 FOL 268 Last Plan Reference: LOT A ON PS636388X Postal Address: MALACHITE DRIVE (at time of subdivision) TARNEIT 3029 MGA Co-ordinates E 294 825 Zone: 55 (of approx. centre of land in plan) N 5808 965				Council Certification and Endorsement Council Name: WYNDHAM CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves				Notations		
Identifier	Council/Body/Person			Staging This is is not a staged subdivision Planning Permit No. WYP 3852/10 Depth Limitation DOES NOT APPLY LAND SUBDIVIDED - 1-100ha LOTS 1 TO 22 AND LOTS A TO C (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN NOTATIONS: THE LAND IN THIS PLAN HAS CARRIAGEWAY RIGHTS OVER APPURTENANT EASEMENTS A-1 AS SHOWN ON PS604846Y Survey This plan is/ is not based on survey VIDE PS549300B This survey has been connected to permanent marks no(s) 19, 21, 374, 375 & 381 In Proclaimed Survey Area No. -		
ROAD R1 RESERVE No.1	WYNDHAM CITY COUNCIL POWERCOR AUSTRALIA LTD					
Easement Information				LRS use only		
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance/Exemption Statement		
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of		
E-1	DRAINAGE	SEE DIAG	THIS PLAN	WYNDHAM CITY COUNCIL		
E-1	SEWERAGE	SEE DIAG	THIS PLAN	CITY WEST WATER LIMITED		
E-2	CARRIAGEWAY	SEE DIAG	PS604846Y	LOTS 1, 2, 4, 5 & 7 ON PS604846Y		
				Received <input checked="" type="checkbox"/> Date 27/2/2012		
				LRS use only PLAN REGISTERED TIME 12:19 pm DATE 1/3/2012 R. W. Grimwood Assistant Registrar of Titles		
				Sheet 1 of 2 sheets		
THE RIDGE - 2 4 LOTS & BALANCE LOTS D & E Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992				LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE DIGITALLY SIGNED DATE / / REF 5138033 25/01/11 VERSION G DWG 513803AG		
				DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

PLAN OF SUBDIVISION

Stage No. /
 Plan Number
PS 636387A



Sheet 2

DATE / /
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ANDREW J. REAY
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 5138033 25/01/11 VERSION G
 DWG 513803AG

SCALE
 7.5 0 15 30
 LENGTHS ARE IN METRES

ORIGINAL
 SCALE 1:750
 SHEET SIZE A3

THE RIDGE - 2

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

Plan of Subdivision PS636387A
Certifying a New Version of an Existing Plan
(Form 21)



SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S007024M
Plan Number: PS636387A
Council Name: Wyndham City Council
Council Reference Number 1: WYP3852/10
Council Reference Number 2: WYS1497/10
Surveyor's Plan Version: G

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 17/09/2010

Public Open Space

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

Has not been made

Digitally signed by Council Delegate: Annette Monk
Organisation: Wyndham City Council
Date: 15/04/2011

PROPOSED PLAN OF SUBDIVISION

PS 839614K

PLAN OF SUBDIVISION

EDITION 1

PS 839 614 K

LOCATION OF LAND

PARISH: TARNEIT
 TOWNSHIP:
 SECTION: 14
 CROWN ALLOTMENT:
 CROWN PORTION: D (PART)
 TITLE REFERENCE: VOL. 11336 FOL. 350
 LAST PLAN REFERENCE: LOT E ON PS 636 387 A
 POSTAL ADDRESS:
 (At time of subdivision) 3 ONYX WAY,
 TARNEIT 3029
 MGA 2020 Co-ordinates
 (Of approx. centre of land in plan) E 294 840 ZONE 55
 N 5 808 940

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER

COUNCIL/BODY/PERSON

NIL

NIL

Boundaries shown by thick continuous lines are defined by buildings.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS

Median: Boundaries shown marked 'M'.
 Exterior Face: All other boundaries.
 'CPI' - Common Property No. 1.

NOTATIONS

DEPTH LIMITATION: Does not apply

SURVEY

This plan is based on survey.

STAGING

This is not a staged subdivision.
 Planning Permit No.

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

In Proclaimed Survey Area No.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.

For details of Owners Corporation(s) including purpose, responsibility, entitlement & liability, see Owners Corporation search report, Owners Corporation additional information & if applicable *OWNERS CORPORATION RULES*

PRELIMINARY PLAN

This is a preliminary plan prepared using the documentation listed below. All information shown on this plan, including proposed boundaries and Owners Corporation Schedules are preliminary only and subject to our final survey, approval by the Referral Authorities, certification by the Council, examination & registration by Land Victoria and all other requirements of the subdivision application process.

- Provisional Planning Drawings Rev.F 11.04.2019 (BDN Projects)

EASEMENT INFORMATION

LEGEND A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG	PS 636 387 A	WYNDHAM CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	PS 636 387 A	CITY WEST WATER LIMITED



PM KENNEDY
 LAND SURVEYOR

Melbourne 03 9369 0730 Geelong 03 5223 3059 E info@pmkenedy.com.au W www.pmkenedy.com.au

REFERENCE: **28699**

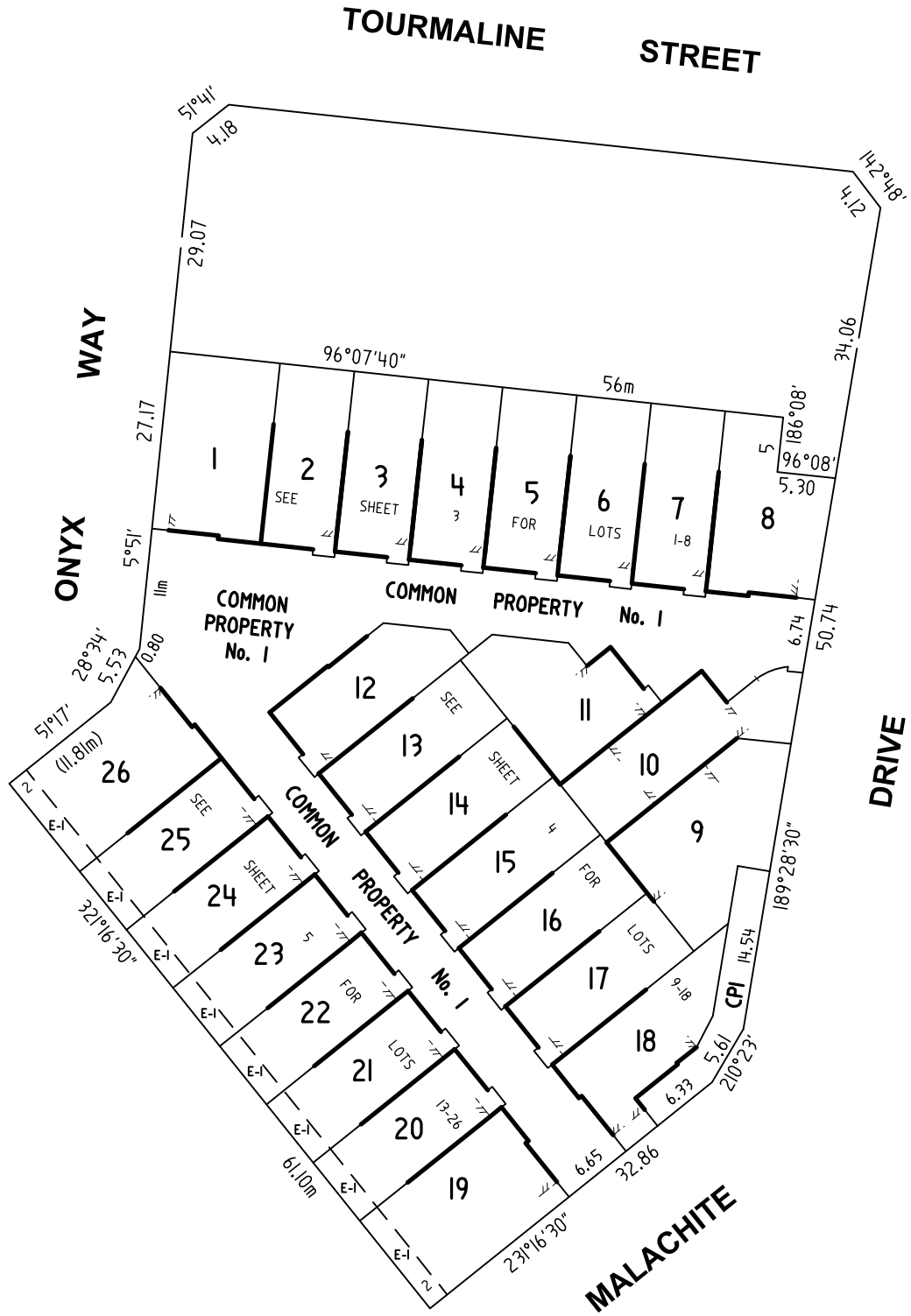
VERSION 1

Licensed Surveyor: M.Ednie
 Drafted By: S.Danishin
 Date: 02.03.2020

ORIGINAL SHEET
 SIZE: A3

SHEET 1 OF 5 SHEETS

MGA94 ZONE 55



PRELIMINARY PLAN

This is a preliminary plan prepared using the documentation listed below. All information shown on this plan, including proposed boundaries and Owners Corporation Schedules are preliminary only and subject to our final survey, approval by the Referral Authorities, certification by the Council, examination & registration by Land Victoria and all other requirements of the subdivision application process.

- Provisional Planning Drawings Rev.F 11.04.2019 (BDN Projects)

ORIGINAL SHEET
SIZE: A3

SHEET 2

SCALE
1:400



REFERENCE: 28699

VERSION 1

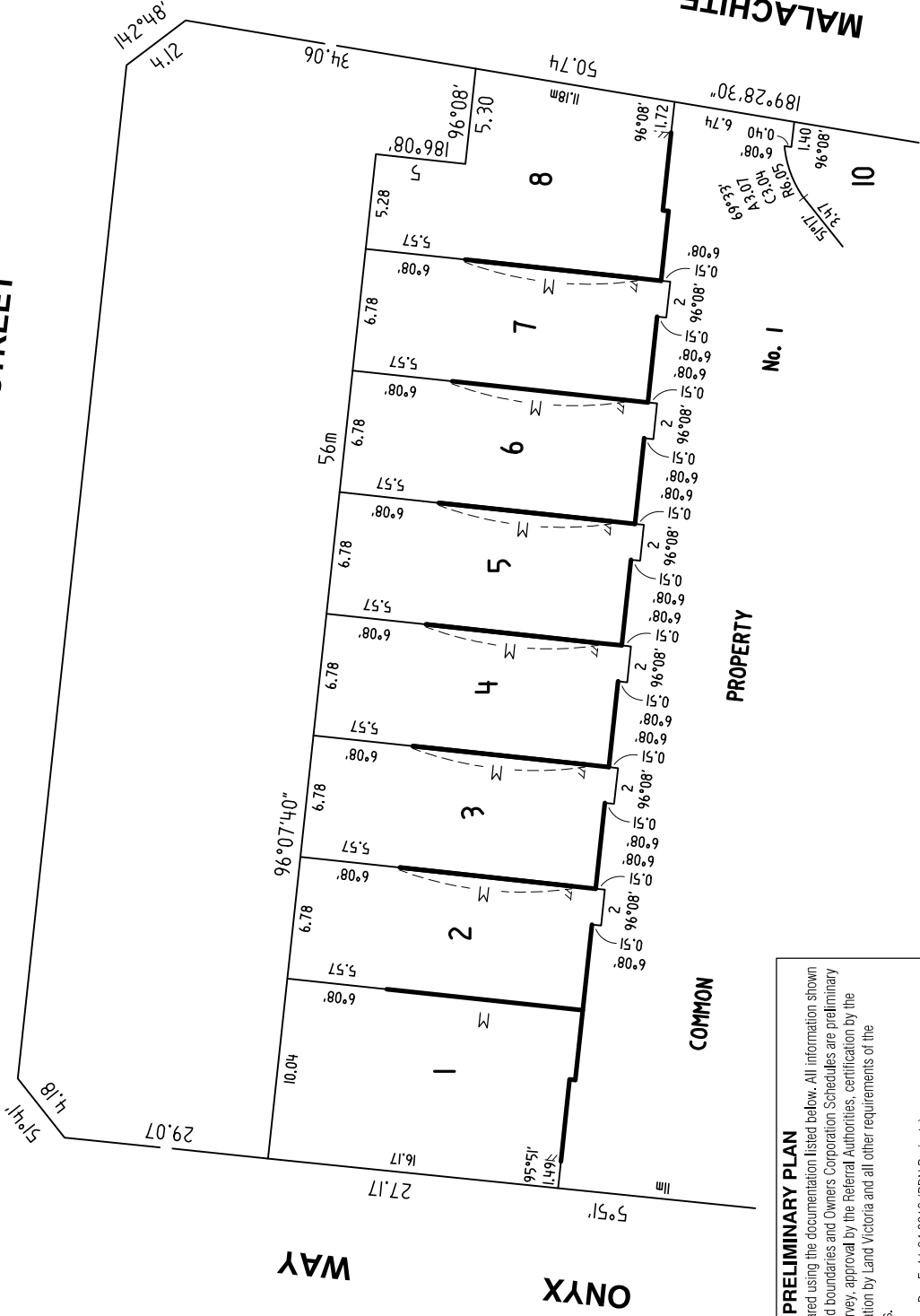
Licensed Surveyor: M.Edmie
Drafted By: S.Darshin
Date: 02.03.2020

PS 839 614 K

TOURMALINE STREET

STREET

MALACHITE DRIVE



MGA94 ZONE 55

PRELIMINARY PLAN

This is a preliminary plan prepared using the documentation listed below. All information shown on this plan, including proposed boundaries and Owners Corporation Schedules are preliminary only and subject to our final survey, approval by the Referral Authorities, certification by the Council, examination & registration by Land Victoria and all other requirements of the subdivision application process.

• Provisional Planning Drawings Rev.F 11.04.2019 (BDN Projects)



PM KENNEDY
LAND SURVEYOR

Melbourne 03 9369 0730 Geelong 03 5223 3669 E info@pmkenedy.com.au W www.pmkenedy.com.au

Licensed Surveyor (M. Ednie)
Drawn By: S. Darshin
Date: 02.03.2020

VERSION 1

REFERENCE: 28699

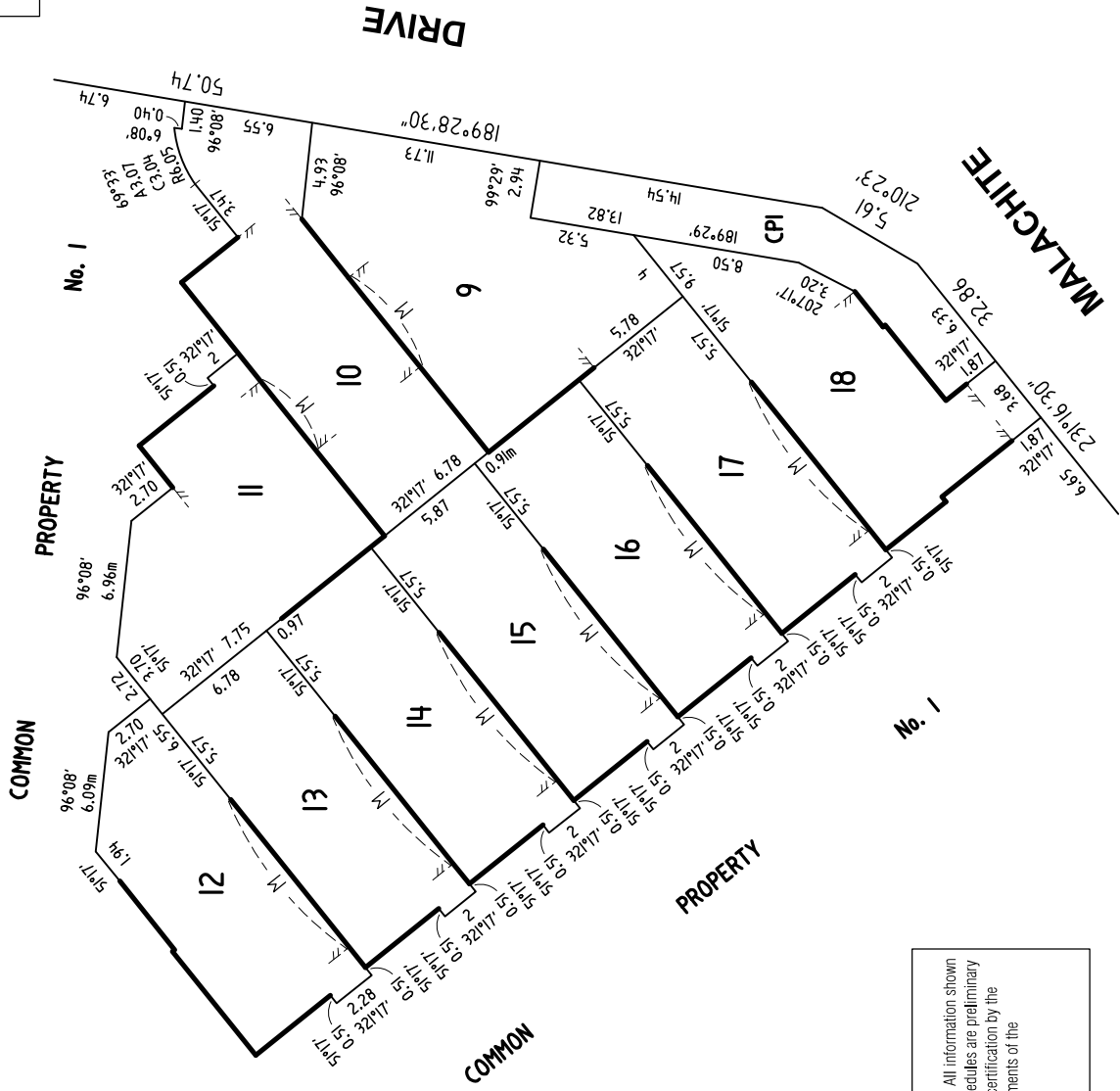
SCALE 1:250

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 3

MGA94 ZONE 55



PRELIMINARY PLAN
 This is a preliminary plan prepared using the documentation listed below. All information shown on this plan, including proposed boundaries and Owners Corporation Schedules are preliminary only and subject to our final survey, approval by the Referral Authorities, certification by the Council, examination & registration by Land Victoria and all other requirements of the subdivision application process.

- Provisional Planning Drawings Rev.F 11.04.2019 (BDN Projects)

<p>REFERENCE: 28699</p>	<p>VERSION 1</p>	<p>SCALE 1:250</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 4</p>
<p>Licensed Surveyor (M.Edrue) Drafted By: S.Darshin Date: 02.03.2020</p>		<p>LENGTHS ARE IN METRES</p>		

OWNERS CORPORATION SCHEDULE

PS839614K

Owners Corporation No. 1 Plan No. PS839614K
 Land affected by Owners Corporation Lots: All of the lots in the table below
 Common Property No.: 1

Limitations of Owners Corporation: Unlimited

Notations

Totals		
	Entitlement	Liability
This schedule	2600	2600
Balance of existing OC		
Overall Total	2600	2600

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	100	100									
2	100	100									
3	100	100									
4	100	100									
5	100	100									
6	100	100									
7	100	100									
8	100	100									
9	100	100									
10	100	100									
11	100	100									
12	100	100									
13	100	100									
14	100	100									
15	100	100									
16	100	100									
17	100	100									
18	100	100									
19	100	100									
20	100	100									
21	100	100									
22	100	100									
23	100	100									
24	100	100									
25	100	100									
26	100	100									

Surveyors file reference: 28699

SHEET 1 of 1
 ORIGINAL SHEET SIZE: A3



PM KENNEDY
 LAND SURVEYOR

Melbourne 03 9369 0730 Geelong 03 5223 3069 E info@pmkenedy.com.au W www.pmkenedy.com.au

Mark Ednie / V1

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

644428

APPLICANT'S NAME & ADDRESS

**DORIS MCCARTER C/- GXS
MELBOURNE**

VENDOR

GOLD SUN CONSTRUCTION PTY LTD

PURCHASER

REFERENCE

Gold Sun Construction Pty Ltd

This certificate is issued for:

LOT E PLAN PS636387 ALSO KNOWN AS 3 ONYX WAY TARNEIT
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 6

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

26 February 2020

**Hon. Richard Wynne MP
Minister for Planning**

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

From www.planning.vic.gov.au on 08 April 2020 02:48 PM

PROPERTY DETAILS

Address: **3 ONYX WAY TARNEIT 3029**
Lot and Plan Number: **Lot E PS636387**
Standard Parcel Identifier (SPI): **E\PS636387**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **218497**
Planning Scheme: **Wyndham**
Directory Reference: **Melway 202 A4**

www.wyndham.vic.gov.au

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

UTILITIES

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

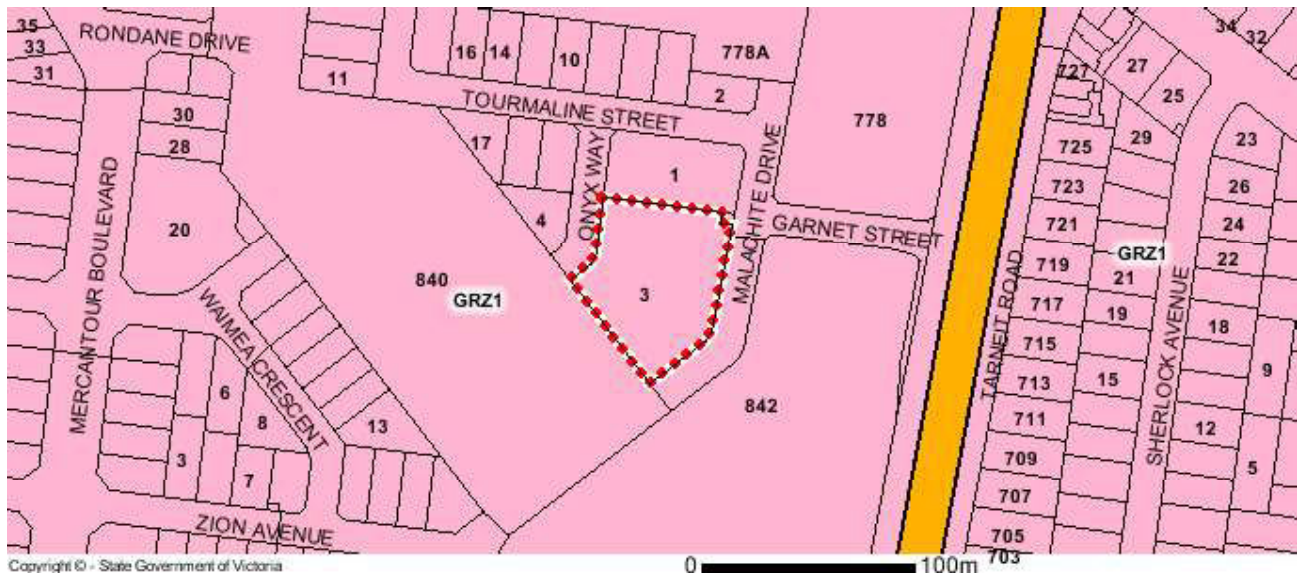
STATE ELECTORATES

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

Planning Zones

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

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



Copyright © - State Government of Victoria

0 100m

 GRZ - General Residential

 RDZ2 - Road - Category 2

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

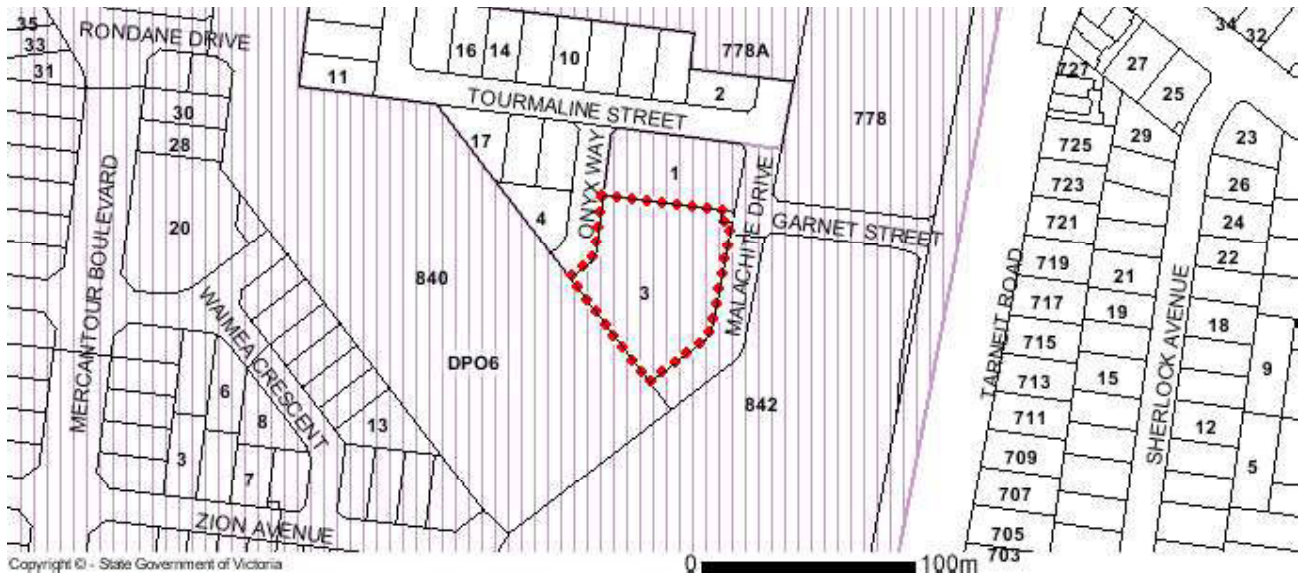
Copyright © - State Government of Victoria

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 www.land.vic.gov.au/home/copyright-and-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 1962 (Vic).

Planning Overlay

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 \(DPO6\)](#)



 DPO - Development Plan

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

Further Planning Information

Planning scheme data last updated on 1 April 2020.

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

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

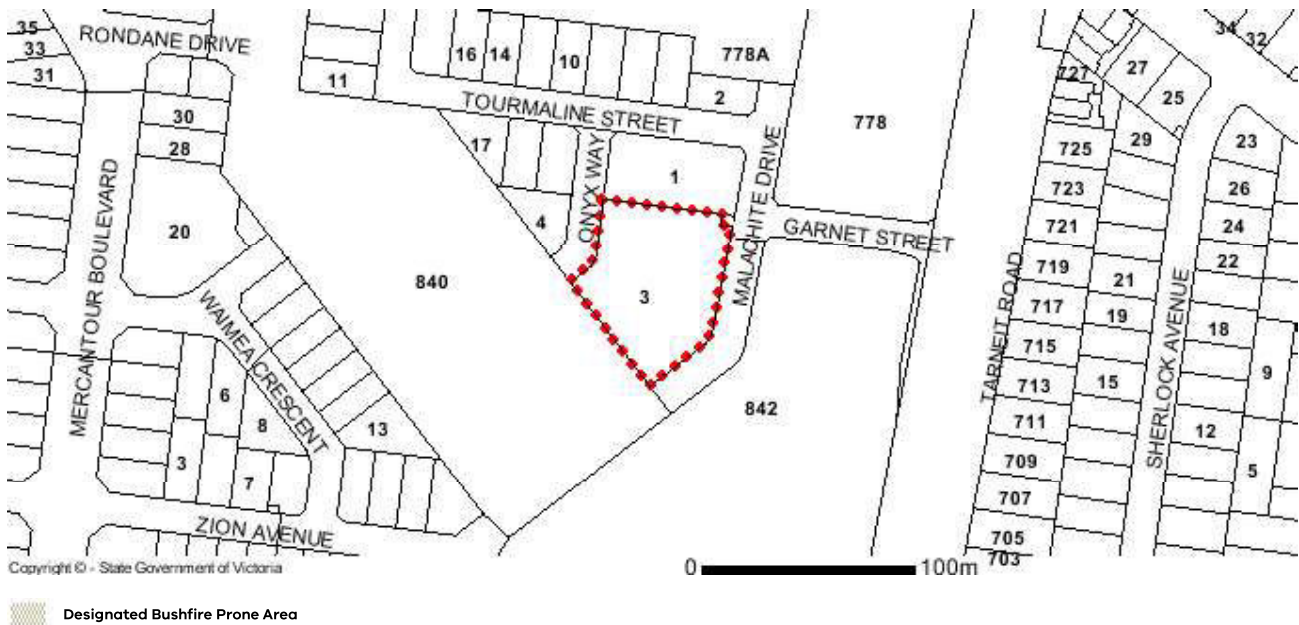
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



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

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

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

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

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

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

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1252 2016 7117

DATE OF ISSUE - 26/02/2020

APPLICATION NO.

870999

LANDATA COUNTER SERVICES

YOUR REF.
35616887-029-1

SOURCE NO. 99904685210

PROPERTY: 3 ONYX WAY TARNEIT VIC 3029

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of fifty one dollars and four cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2019 - 30/06/2020	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	102.08	Quarterly	31/03/2020	76.56	25.52
PARKS SERVICE CHARGES	79.02	Annually	30/06/2020	79.02	0.00
TOTAL	181.10			155.58	25.52

Service charges owing to 30/06/2019	0.00
Service charges owing for this financial year	25.52
Adjustments	0.00
Current amount outstanding	25.52
Plus remainder service charges to be billed	25.52
BALANCE including unbilled service charges	51.04

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1252 2016 7117



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1252 2016 7117

DATE OF ISSUE - 26/02/2020

APPLICATION NO.

870999

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

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

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

This installation is not supplied with water through a City West Water meter.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1252 2016 7117

DATE OF ISSUE - 26/02/2020

APPLICATION NO.

870999

Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

NATHAN BENNETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

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

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

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

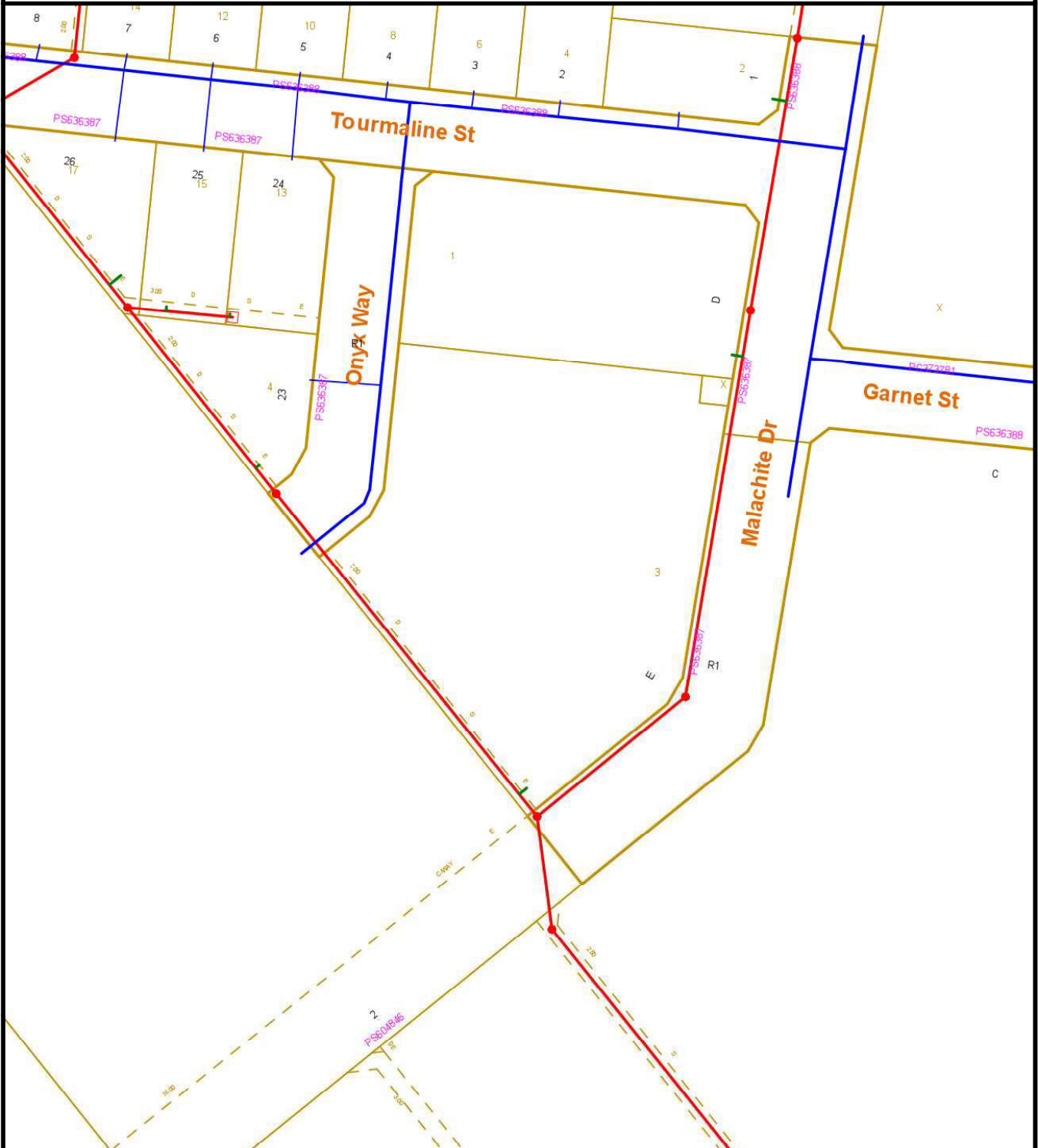


City West Water™

Encumbrance Plan

3 ONYX WAY TARNEIT 3029

Application No. 870999



LEGEND

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

Date: 26/02/2020

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



Civic Centre
Postal

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

Telephone
Facsimile
Email

(03) 9742 0777
(03) 9741 6237
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: Gold Sun Construction Pty Ltd

Our Ref: wLIC01337/20

Date: 26/02/2020

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2020
Assessment No: 218497
Certificate No: wLIC01337/20
All Enquiries and Updates to 03 9742 0777



Property Description: V 11336 F 350 L E PS 636387 Tarneit Parish
AVPCC Code: 101 - Residential Development Site
Property Situated: 3 Onyx Way
TARNEIT VIC 3029

Site Value	\$1000000	CIV	\$1000000	NAV	\$50000
------------	-----------	-----	-----------	-----	---------

The level of valuation is 01/01/2019.

The Date Valuation was adopted for rating purposes is 01/07/2019.

Current Year's Rates	
General VRL Rates	\$3950.00
Municipal Charge	\$60.98
Fire Services Levy	\$177.00
Current Rates Levied	\$4187.98
Less Payments	(\$2093.98)
Balance Outstanding	\$2094.00

TOTAL OUTSTANDING	\$2094.00
--------------------------	------------------

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



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

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

OTHER INFORMATION NOTICES AND ORDERS:

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

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

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

LAND CLEARANCE CHARGES:

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

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

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

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

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

APPLICANT:Landata

RECEIVED THE SUM OF \$27.00 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE:wLIC01337/20



Mary-Jane Moala/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Biller Code: 76869

Customer Reference Number: 2044231

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 2044231

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

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



Land Tax Clearance Certificate

Land Tax Act 2005



DORIS MCCARTER

Your Reference:	LD:35616887-008-6.GOLD SU
Certificate No:	35516884
Issue Date:	26 FEB 2020
Enquiries:	ESYSPROD

Land Address: 3 ONYX WAY TARNEIT VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39630460	E	636387	11336	350	\$6,438.00

Vendor: GOLD SUN CONSTRUCTION PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
GOLD SUN CONSTRUCTION UNIT TRU!	2020	\$1,000,000	\$6,438.00	\$0.00	\$6,438.00

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$1,000,000
SITE VALUE:	\$1,000,000
AMOUNT PAYABLE:	\$6,438.00

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 35516884

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,975.00

Taxable Value = \$1,000,000

Calculated as \$2,975 plus (\$1,000,000 - \$1,000,000) multiplied by 0.800 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 35516884

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 35516884

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Doris McCarter
1 Norman Ave
CHELSEA HEIGHTS 3196

Client Reference: Gold Sun Construction Pty Ltd

NO PROPOSALS. As at the 26th February 2020, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

3 ONYX WAY, TARNEIT 3029
CITY OF WYNDHAM

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

Date of issue: 26th February 2020

Telephone enquiries regarding content of certificate: 13 11 71



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

Telephone (03) 9742 0777
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

WYP10448/17

04 July 2019

BDN Projects
U 3 64 Johnston Street
COLLINGWOOD VIC 3066

Dear Sir/Madam,

Planning Permit Application No.: WYP10448/17
Description: Development of the land by the construction of twenty six (26) dwellings
Location: 3 Onyx Way TARNEIT VIC 3029
V 11336 F 350 L E PS 636387 Tarneit Parish

I refer to VCAT's order dated 2nd July 2019 and advise that your application for a planning permit has been approved. A copy of the permit is enclosed.

This permit should be carefully considered as Council's approval is subject to the proposed use/development complying with all permit conditions.

If endorsed plans are not enclosed with the permit, please check the conditions to ascertain whether amended plans are required. You are reminded that the proposal permitted cannot commence before amended plans have been submitted to and approved by Council.

Should you have any further enquiries regarding the above matter, please contact me on 9742 0795.

Yours faithfully,

Danielle Kearney
Senior Town Planner

Encl.

PLANNING PERMIT

Application No.: WYP10448/17
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 11336 F 350 L E PS 636387 Tarneit Parish

Land Address: 3 Onyx Way TARNEIT VIC 3029

THE PERMIT ALLOWS:

The development of 26 dwellings and car parking dispensation for three (3) residential spaces.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 1 The development and/or use(s) permitted by this permit must not be commenced until one electronic copy (emailed to mail@wyndham.vic.gov.au) of a site layout plan and elevations drawn to scale and with dimensions is submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit. Such plans must be generally in accordance with the VCAT-issue architectural plans prepared by BDN Projects, Drawing numbers 10PF, 11PE, 50PF, 51PF, 12PE as tabled at the VCAT P2488/18 hearing on 24 June 2019 (together with the 'VCAT-issue' landscaping plan prepared by John Patrick consultants, also tabled at that hearing) but modified to show:
 - (a) A window at the entry to each dwelling;
 - (b) Elevations showing dimensions of the letter boxes;
 - (c) Both internal shared driveways to be signed as shared zones with a speed of 10km/h;
 - (d) The internal east/west shared driveway is to be signed as one way;
 - (e) Dwellings 9-11 each modified so as to have an upper level third bedroom, instead of an upper level 'rumpus' area;
 - (f) Turning templates to each dwelling demonstrating entry/exit for vehicles in a forward direction;
 - (g) Garden beds within both internal shared driveways modified to ensure that vehicles entering/exiting from the garages do not encroach into the beds;

Date Issued

02 July 2019

Signature for the Responsible Authority



Danielle Kearney
Senior Town Planner

PLANNING PERMIT

Application No.: WYP10448/17
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- (h) Bollard lighting throughout the internal layout of the development;
 - (i) Provision of pick up point for waste collection services in accordance with the Waste Management Plan; and
 - (j) A schedule of all external materials and colours.
 - (k) Further details to make it clearer that in relation to Units 19, 18, 9 and 8, their front porch/main pedestrian entrance is oriented to Malachite Drive.
- 2 The development and/or use(s) permitted by this permit as shown on the endorsed plan(s) and/or described in the endorsed documents must not be altered or modified (for any reason) except with the prior written consent of the Responsible Authority.

LANDSCAPE CONDITION

- 3 Prior to the commencement of the development hereby permitted, one electronic copy (emailed to mail@wyndham.vic.gov.au) of an AMENDED landscaping plan prepared by a suitably qualified person must be submitted and approved to the satisfaction of the Responsible Authority. Consideration should be given to the use of indigenous plants. All landscape plantings and treatments need to be suitable for the specific climatic and soil conditions of Wyndham. Consideration is to be given to Council's Landscape Guidelines for Residential Developments, available at Council's Town Planning webpage.

The landscape plan will show the following:

- (a) Incorporation of any changes identified under Condition 1;
- (b) Replace *Corymbia citriodora* (Lemon-scented Gum) close to the footpath with a smaller species such as *Corymbia citriodora* (Dwarf Pink);
- (c) Delete the CmL (1) SW of the Visitor Parking and delete CmL (1) at NW corner of communal area;

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- (d) An outline of buildings. No floor plans are to be shown on the landscape plan, however the dimensions of the outline are to be informed by the approved site plan;
- (e) Clearly drafted at a scale of 1:100 with a north point and legend;
- (f) Clear graphics to indicate trees (deciduous or evergreen), shrubs, ground covers, grass etc;
- (g) Botanical and common name, pot size, quantity, planting density and size at maturity of all plantings;
- (h) Notated planting specification drawings;
- (i) Location and depth of all surface treatments with materials and colours notated;
- (j) Outline of all built features including buildings, fences, letterboxes, clotheslines, storage, water tanks and utility structures etc. These structures are to be informed by the site plan;
- (k) All water tanks must have a minimum 0.5m clearance free of obstruction when located in a through access way;
- (l) Mark all crossovers;
- (m) Any vegetation or structures within the nature strip;
- (n) Provision of at least one (1) canopy tree within the front setback and private open space areas of each dwelling; and
- (o) Treatment and management of the communal garden area.

Please note that any foundations of built structures, including any concrete areas such as paths/driveways, must be protected with appropriate tree root/moisture barriers to ensure the integrity of the foundations are not compromised.

Date Issued

02 July 2019

Signature for the Responsible Authority



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PLANNING PERMIT

Application No.: WYP10448/17
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Landscape completed & Maintenance

- 4 The landscape area(s) shown on the endorsed plan(s) must be planted and maintained to the satisfaction of the Responsible Authority and once landscaped must not be used for any other purpose except with the prior written consent of the Responsible Authority.

Waste Management Plan

- 5 Prior to the commencement of the development, the Waste Management Plan (Prepared for by RatioConsultants for Goldsun Construction, Dated 3rd June 2019) must be submitted to the Responsible Authority for endorsement. The Waste Management plan will then form part of the permit. The development must be undertaken in accordance with the Waste Management Plan, to the satisfaction of the Responsible Authority.

Water Sensitive Urban Design

- 6 Prior to the commencement of works, a report must be submitted to and approved by Council demonstrating how the proposal addresses Clause 21.04 Objective 3 of the Wyndham Planning Scheme in response to the use of water sensitive urban design (WSUD).

General Amenity Development

- 7 The development and the appearance of the subject land permitted by this permit must not, in the opinion of the Responsible Authority, adversely affect the amenity of the locality. No emissions from site (noise, light, odour, dust etc) can be permitted to cause a nuisance to surrounding properties under the Public Health and Wellbeing Act 2008, Environment Protection Act 1970 or any other legislation.

Date Issued

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Signature for the Responsible Authority



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Use of Parking Areas

- 8 Areas set aside for the parking and movement of vehicles as shown on the endorsed plan(s) must be maintained in a usable and safe condition to the satisfaction of the Responsible Authority and made available for such use and must not be used for any other purpose.

Vehicular Access to site

- 9 Vehicular access to the subject land from any roadway or service lane (and vice versa) must be by way of a vehicle crossing(s) constructed at right angles to the road, to suit the proposed driveway(s) and vehicles that will use the crossing. The location, design and construction of the vehicle crossing(s) must be approved by the Council. Any existing unused crossing(s) must be removed and replaced with concrete kerb and channel and any services or infrastructure, including street trees, that require relocation or modification as a result of proposed crossovers must be relocated or modified at the permit holders cost and to the satisfaction of the Council.

Drainage Requirements

- 10 The whole of the land, including landscaped and paved areas, must drain to the legal point of discharge to the satisfaction of the Responsible Authority.
- 11 The stormwater runoff generated from the whole of the subject land, including landscaped and paved areas, must not adversely flood neighbouring properties.
- 12 All stormwater inlet pits from car parking and paved areas must be grated to prevent the ingress of gross pollutants to stormwater drainage system.
- 13 13. Unless approved otherwise by Council's drainage engineer, a minimum 2000 litres rainwater tank must be provided for each individual dwelling for stormwater harvesting and re-use. The rainwater tank must be plumbed to the toilet for flushing use. The installation of rainwater tank must comply with the National Plumbing and

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Drainage Code AS/NZS 3500 and HB230-2008 - Rainwater Tank Design & Installation Handbook by Standards Australia.

- 14 If new or additional drainage discharge point is required for the subject land, a separate legal point of discharge application must be submitted to (mail@wyndham.vic.gov.au) and approved by Council.

Development must not be occupied until

- 15 The development permitted by this permit must not be occupied until:
- (a) the parking area(s) shown on the endorsed plan(s) have been constructed to the requirements and satisfaction of the Responsible Authority; and
 - (b) the garden and landscape area(s) shown on the endorsed plan(s) have been planted to the requirements and satisfaction of the Responsible Authority.

Noise from domestic fixtures

- 16 Mechanical ventilation systems and air conditioning units are to be suitably located so they do not cause a nuisance under the provisions of the Public Health and Wellbeing Act 2008.

Construction Phase

- 17 All activities associated with the construction of the development permitted by this permit must be carried out to the satisfaction of the Responsible Authority and all care must be taken to minimise the effect of such activities on the amenity of the locality. Measures must be taken to suppress dust, noise or other emissions during construction to prevent nuisance to surrounding neighbours as defined by the Public Health and Wellbeing Act 2008.

Construction and/or demolition works must comply with the requirements specified in the Environment Protection Authorities, Noise Control Guidelines Publication 1254, October 2008.

Date Issued

02 July 2019

Signature for the Responsible Authority



Danielle Kearney
Senior Town Planner

**PLANNING
PERMIT**

Application No.: WYP10448/17
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Provision for waste collection

- 18 Provision must be made for an acceptable pick up point for waste collection services that is satisfactory to the Responsible Authority.

Garbage containers

- 19 Garbage containers must be stored out of public view (except to provide for waste collection) to the satisfaction of the responsible authority.

Expiry of Permit

- 20 This permit will expire if one of the following circumstances applies;
- (a) the development is not started within two (2) years of the date of this permit;
 - (b) The development is not completed within four (4) years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing whereby either of the following instances apply:

- (a) before or within 6 months after the permit expiry date, where the use or development allowed by the permit has not yet started; or
- (b) within 12 months after the permit expiry date, where the proposal allowed by the permit has lawfully started before the permit expires.

Date Issued

02 July 2019

Signature for the Responsible Authority



**Danielle Kearney
Senior Town Planner**

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. *NOTE: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.*

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if—
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision—
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Useful information

Please note your planning permit only gives permission for use and/or development in accordance with the *Planning and Environment Act 1987* and the *Wyndham Planning Scheme*. In addition to your planning permit, it is likely that a number of other permits/approvals are required. These include:

Building Permits/Consents

Building permits/consents are likely to be required from Council and/or a Private Building Surveyor. Please refer to <http://bit.ly/2N0wOpf> for information on how to lodge a building application with Council.

Digging In and Around Underground Infrastructure

Prior to any digging or building works, please visit Dial Before You Dig at www.1100.com.au or phone 1100 for advice on underground infrastructure.

Build Over Easement Consents

If you are digging or building in, under or over an easement registered on your land title, you will require Build Over Easement consents from the service authority. This may be Council (for drainage), City West Water (for sewerage), or an electricity or gas supplier. Please visit <http://bit.ly/2N2VJIt> for Council's Application for Consent to Site a Structure Over an Easement.

Road Opening/Vehicle Crossing Consents

If you are carrying out any works or excavation to the road reserve/nature strip in front of your property (e.g. constructing, altering, repairing or removing a vehicle crossing, reinstating footpaths, service authority tappings), you will be required to obtain a Consent for Works from Council's Consent and Permits team.

Town Planning stamped approved plans must be presented when applying for a Consent for Works approval. Please refer to <http://bit.ly/2N3BScb>. The location, design and construction of the crossover(s) is to be in accordance with Council's standard drawings. Please refer to <http://bit.ly/2N1IzeX>. Any proposed crossover(s) must maintain a minimum 1.0m clearance from any service provider infrastructure, 3.0m clearance from any street tree and 10.0m clearance from any intersection. If these clearance requirements cannot be maintained, service provider infrastructure may need to be upgraded/modified and street tree compensation fees may be applicable at the permit holder's cost and to the satisfaction of the Council.

Street Tree Consents

If there is an existing street tree in front of your property, you are required to ensure it is protected during any construction. Any street tree pruning, removal or replanting requests are subject to Council approval. Please contact Council's Environment team on 9742 0777 or treeplanning@wyndham.vic.gov.au for further information.

Stormwater Legal Point of Discharge Permits

If you are building or redeveloping your site, you may require a Legal Point of Discharge approval from Council (Engineering Department). If you are required to submit drainage/detailed engineering design plans it is possible that you will need to pay design checking and supervision fees. Please contact Council's Engineering Services team on 9742 0777 for further information.

Health Permits, Licences and Registrations

If you are installing a septic system or operating a food, health or similar business (e.g. hairdresser, beauty salon, tattoo premises, food premises, rooming house, accommodation business accommodating more than 6 guests), you may require Health Permits from Council (Environmental Health Department). It is important that your business

complies with all relevant health regulations to ensure the public health of the municipality is protected. Please contact Council's Environmental Health Unit on 9742 0777 for further information about these permits and obligations.

Liquor Licence

If you are proposing the sale or consumption of liquor, a Liquor Licence may be required from the Victorian Commission for Gambling and Liquor Regulation (VCGLR). Please visit the VCGLR at <http://bit.ly/2N1xDxZ> or phone 1300 182 457 for further information and advice.

Prior to applying for a licence with the VCGLR, please also contact Council's Town Planning Department and City Amenity Department on 9742 0777 to determine whether further Council approval is required. A permit from City Amenity, Local Law is required under Community Amenity Local Law (2015) clause 141 if alcohol is to be consumed/unsealed in a public place.

Footpath Trading Permits and Occupying Space on Footpath or Nature Strip Permits

If you are proposing any activities within a footpath as part of your business (e.g. outdoor dining, signage, display of goods), a Footpath Trading Permit may be required from Council's Local Laws team. Please visit <http://bit.ly/2N0DyDq> for further information and advice.

If you need to close part or the entire footpath or nature strip, you may require an Occupy Space on the Footpath or Nature Strip Permit from Council's Local Laws team. Please visit <http://bit.ly/2N2dR5w> for further information and advice.

Activities on Public/Council Land

If you are proposing to utilise Council land, you may require consent from Council's Property team. Please contact Council's Property Department on 9742 0777 for further information and advice.

Business Parking Permits

If you are proposing a business in the Werribee City Centre, you may apply for a Business Parking Permit from Council. Please refer to <http://bit.ly/2N0wPtj> for further information and advice.

Trade Waste Bin, Hoppers and Bin Skip Permits

If you are proposing to place a trade waste bin on a building site or a trade waste bin, hopper or skip on the nature strip/road reserve or roadway, you may require a Container Permit from Council's City Amenity, Local Laws team. Please visit <http://bit.ly/2N2Kb84> for further information and advice.

Fences

If you are replacing or building a new fence to the side or rear of your property, you may require a planning permit, building permit or both. Please contact Council on 9742 0777 for further advice. Consent from all owners is required to replace/build a common boundary fence. For advice on how to approach your neighbour or come to an agreement with your neighbour, please refer to the Dispute Settlement Centre of Victoria website at <http://bit.ly/2MZmOrb>.

Please note that other permits/permissions may be required in addition to those listed above. It is your responsibility to ensure you obtain all necessary permits and consents before you commence your proposal. Failure to comply may be an offence and could lead to financial penalty and litigation.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.

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