

Contract of Sale of Land

Property address: 17 Massie Circuit SUNBURY VIC 3429

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

The terms of this contract are contained in the:

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

Notice to purchasers of property "off-the-plan"

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

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

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

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

Signing of this contract

WARNING: THIS IS A LEGALLY BINDING CONTRACT. 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. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

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

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

The day of sale is the date by which both parties have signed this contract.

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Particulars of sale

Vendor's estate agent

| | |
|------------|--|
| Name: | |
| Address: | |
| Telephone: | |
| Fax: | |
| Email: | |

Vendor

| | |
|------------|------------------------------------|
| Name(s): | Kane Paul Tanti |
| Address: | 17 Massie Circuit SUNBURY VIC 3429 |
| Telephone: | |
| Email: | |

Vendor's legal practitioner or conveyancer

| | |
|------------|---|
| Name: | CLC Conveyancing |
| Address: | Suite 3, 63-65 O'Shanassy Street SUNBURY VIC 3429 |
| Telephone: | 0428 084 895 |
| Fax: | |
| Email: | info@clcconveyancing.com.au |

Purchaser

| | |
|------------|--|
| Name(s): | |
| Address: | |
| Telephone: | |
| Email: | |

Purchaser's legal practitioner or conveyancer

| | |
|------------|--|
| Name: | |
| Address: | |
| Telephone: | |
| Fax: | |
| Email: | |

Land (general conditions 7 and 13)

The land is described in the following table.

| | | | | | |
|--------------------------------|-------|-------|-----|-----------|-----------|
| Certificate of Title reference | | | | being lot | on plan |
| Volume | 10894 | Folio | 348 | 665 | PS414713D |
| Volume | | Folio | | | |

or

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

The land includes all improvements and fixtures.

| | |
|---|--|
| Property address The address of the land | 17 Massie Circuit SUNBURY VIC 3429 |
| Goods sold with the land General condition 6.3(f). List or attach schedule. | All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. |

Payment

| | |
|--------------------------------------|--|
| Price | |
| Deposit | |
| by dd/mm/yyyy | |
| {of which [amount] has been paid) | |
| Balance payable at settlement | |

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

Settlement (general condition 17 and 26.2)

Is due on:
dd/mm/yyyy

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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 4.1. if **'subject to lease'** then particulars of the lease are: (only complete the one that applies. Check tenancy agreement/lease before completing details.

- ****Residential tenancy agreement for a fixed term ending
- ****Periodic residential tenancy agreement determinable by notice
- ****Lease for a term ending.....with.....option to renew, each of..... years

Terms contract (general condition 30)

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

| |
|--|
| |
|--|

and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

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

| | |
|---------------|--|
| Lender | |
| Loan amount | |
| Approval date | |

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

| |
|--------------------|
| SPECIAL CONDITIONS |
|--------------------|

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

(c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party

to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign

resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions

first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

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

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

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

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

GUARANTEE and INDEMNITY

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

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name
 In the presence of Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name
 In the presence of Director(Sign)

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of
of
the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which
the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale
at any time.
5. The auctioneer may refer a bid to the vendor at any
time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the
auctioneer may re-submit the property for sale at the
last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a
property that is made after the property has been
knocked down to the successful bidder, unless the
vendor or successful bidder at the auction refuses to
sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SECTION 32 STATEMENT

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

VENDOR:

Kane Paul Tanti

PROPERTY:

17 Massie Circuit SUNBURY VIC 3429

VENDORS REPRESENTATIVE

CLC Conveyancing
Suite 3, 63-65 O'Shanassy Street
SUNBURY VIC 3429
PO Box 692, Sunbury VIC 3429

Tel: 0428 084 895
Email: info@clcconveyancing.com.au

Ref: 23/0083

SECTION 32 STATEMENT
17 MASSIE CIRCUIT SUNBURY VIC 3429

32A FINANCIAL MATTERS

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

Hume City Council
Greater Western Water
Yarra Valley Water

Their total does not exceed \$4000

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

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

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) **RESTRICTIONS**

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

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

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

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT
17 MASSIE CIRCUIT SUNBURY VIC 3429

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING**

Planning Scheme: Hume Planning Scheme
Responsible Authority: Hume City Council
Zoning: GRZ General Residential Zone
Planning Overlay/s: None

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Par: 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

32H SERVICES

| Service | Status |
|--------------------|---------------|
| Electricity supply | Connected |
| Gas supply | Connected |
| Water supply | Connected |
| Sewerage | Connected |
| Telephone services | Connected |

SECTION 32 STATEMENT
17 MASSIE CIRCUIT SUNBURY VIC 3429

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

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- Due Diligence Checklist

DATE OF THIS STATEMENT

21 / 08 /20 23

Name of the Vendor

Kane Paul Tanti

Signature/s of the Vendor

✕



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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

[] / [] /20 []

Name of the Purchaser

Signature/s of the Purchaser

✕

Register Search Statement - Volume 10894 Folio 348

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

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

VOLUME 10894 FOLIO 348

Security no : 124104976441C
Produced 28/03/2023 11:17 AM

LAND DESCRIPTION

Lot 665 on Plan of Subdivision 414713D.
PARENT TITLE Volume 10874 Folio 399
Created by instrument PS414713D Stage 28 16/08/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KANE PAUL TANTI of 17 MASSIE CIRCUIT SUNBURY VIC 3429
AL838480S 24/04/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT787512S 19/11/2020
BENDIGO AND ADELAIDE BANK 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 PS414713D 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: 17 MASSIE CIRCUIT SUNBURY VIC 3429

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK
Effective from 19/11/2020

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 28/03/2023, for Order Number 78801760. Your reference: 23/0083 Tanti.

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| | | | |
|--|---------------------|---|--|
| PLAN OF SUBDIVISION | | EDITION 28 | PS414713D |
| <p>Location of Land Parish: HOLDEN Township: Section 23 AND 24 Crown Allotment: Crown Portion: 2 (PART) LTO base record: LITHO (2761) Title References: Vol Fol</p> <p>Last Plan Reference: A LOTS 25, 27 & 28, PS3431296 LOTS 2 & 3, PS336814F</p> <p>Postal Address: MITCHELLS LANE SUNBURY 3429</p> <p>AMG Co-ordinates: N 5 837 500 31 approx. centre of plan E 296 600 Zone 55</p> | | <p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: HUME CITY COUNCIL Ref: 82-02-2966</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 This is a statement of compliance issued under section 31 of the Subdivision Act 1988.</p> <p>Open Space</p> <p>(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. With the requirement to be satisfied in Stage</p> <p>Council Delegate Date 25/7/78</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council seal Date / /</p> | |
| Vesting of Roads or Reserves | | | |
| Identifier | Council/Body/Person | | |
| ROADS R1 to R28 | HUME CITY COUNCIL | | |
| RESERVES No. 11 to 4, 6 to 8, 11 to 14 & 16 | HUME CITY COUNCIL | | |
| RESERVE No. 5, 10 & 15 | AGL ELECTRICITY LTD | | |
| Notations | | | |
| Depth Limitation: | Does not apply | | Staging: This is/is-not a staged subdivision Planning Permit No. 1689 |
| THE EASEMENT FOR WAY, DRAINAGE, SEWERAGE AND SUPPLY OF WATER, TELEPHONE, ELECTRICITY AND GAS CREATED IN PS336814F IS TO MERGE UPON REGISTRATION OF THIS PLAN. | | Survey:- This plan is / is-not based on survey. To be completed where applicable. This survey has been connected to permanent marks (nois), in proclaimed Survey Area no. | |
| Easement Information | | | LTO Use only |
| Legend: | | | Statement of Compliance / Exemption Statement |
| A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | Received <input checked="" type="checkbox"/> |
| Easement No. & desc | Purpose | Width (Metres) | Origin |
| Land Benefited/in favour of | | | |
| EASEMENT INFORMATION | | | THIS IS AN LR COMPILED PLAN |
| SEE SHEET 2 | | | |
| FOR DETAILS SEE MODIFICATION TABLE HEREIN | | | SHEET 1 |
| <p>FRANCIS HALLORAN & CO. Consulting Surveyors and Property Planners 32 Peel Street, C Ringwood Victoria 3086 Telephone: 339415 8422 Fax (03)9415 1970</p> | | <p>LICENSED SURVEYOR (PRINT) Kenneth J. Roberts</p> <p>SIGNATURE DATE: 16/9/1978</p> <p>REF 720453 VERSION 8</p> | |
| | | Original sheet site A3 | |

| | | | |
|----------------------------|-----------|--------------------------------|------------------|
| PLAN OF SUBDIVISION | Stage No. | LTD use only EDITION | PS414713D |
|----------------------------|-----------|--------------------------------|------------------|

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
 A - Appurtenant Easement R - Encumbering Easement (Road)

| Easement Reference | Purpose | Width (Metres) | Origin | Load Benefited/In Favour Of |
|--------------------|---------------------|----------------|--|--------------------------------|
| A-1 | Drainage & Sewerage | 6.10 | Unspecified (See AP54870) | Unspecified (See AP54870) |
| E-1 | Sewerage | 3 | PS7431296 | Western Region Water Authority |
| E-1 | Drainage | 3 | PS7431296 | Hume City Council |
| E-2 & E-21 | Sewerage | 3 | This Plan | Western Region Water Authority |
| E-2 & E-21 | Drainage | 3 | This Plan | Hume City Council |
| E-3 | Sewerage | 3 | PS7431296 | Western Region Water Authority |
| E-3 | Drainage | 3 | This Plan | Hume City Council |
| E-4 | Drainage & Sewerage | 6.10 | Unspecified (See AP54870) | Unspecified (See AP54870) |
| E-7 & E-23 | Sewerage | See Diag. | This Plan | Western Region Water Authority |
| E-8 | Sewerage | 2 | This Plan | Western Region Water Authority |
| E-9 | Sewerage | 3 | PS7431296 | Western Region Water Authority |
| E-10 | Sewerage | 2.44 | This Plan | Western Region Water Authority |
| E-10 | Drainage | 2.44 | This Plan | Hume City Council |
| E-11 | Sewerage | 2 | This Plan | Western Region Water Authority |
| E-11 | Drainage | 2 | This Plan | Hume City Council |
| E-12 | Sewerage | 1 | This Plan | Western Region Water Authority |
| E-12 | Drainage | 1 | This Plan | Hume City Council |
| E-13 | Drainage | 2 | This Plan | Hume City Council |
| E-14 | DRAINAGE | 1 | THIS PLAN | HUME CITY COUNCIL |
| E-14 | SEWERAGE | 1 | THIS PLAN | WESTERN REGION WATER AUTHORITY |
| E-15 | SEWERAGE | 0.50 | THIS PLAN | WESTERN REGION WATER AUTHORITY |
| E-16 | DRAINAGE | 3 | THIS PLAN | HUME CITY COUNCIL |
| E-18 | DRAINAGE | 3 | (SEE AP54870) THIS PLAN | (AP54870) HUME CITY COUNCIL |
| E-19 | DRAINAGE | 3 | THIS PLAN | HUME CITY COUNCIL |
| E-19 | SEWERAGE | 3 | THIS PLAN | WESTERN REGION WATER AUTHORITY |
| E-20, E-21 & E-23 | POWERLINE | SEE DIAG. | THIS PLAN (SEC.88 ELECTRICITY INDUSTRY ACT 2000) | AGL ELECTRICITY |
| E-22 | SEWERAGE | 3.50 | THIS PLAN | WESTERN REGION WATER AUTHORITY |
| E-24 | ELECTRICITY SUPPLY | 1.50 | THIS PLAN | AGL ELECTRICITY |

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LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

SIGNATURE _____ DATE / /

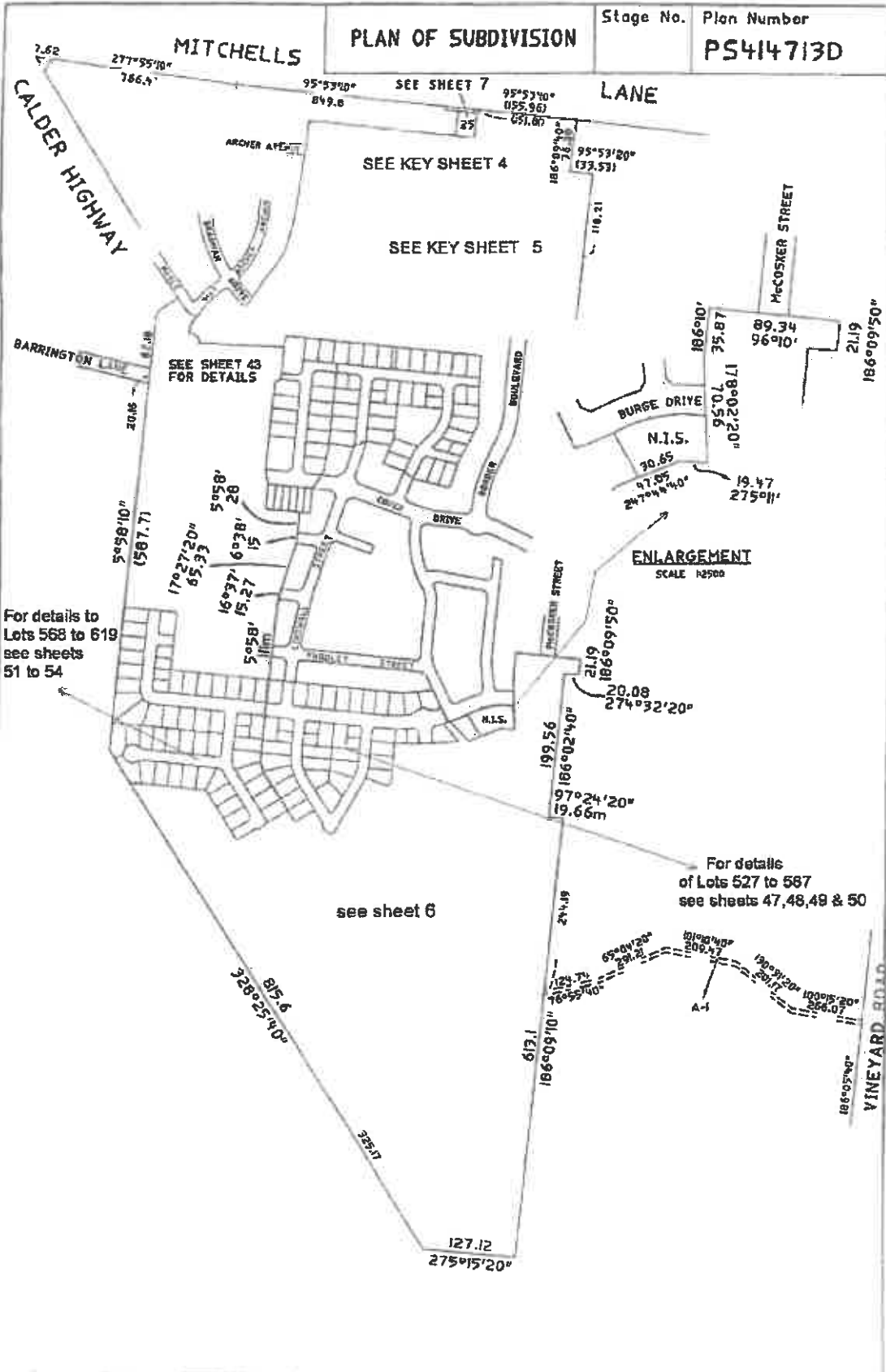
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SHEET 2 OF

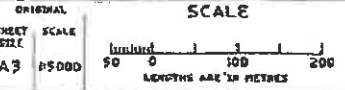
DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size **A3**



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SHEET 3
 DATE _____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. /

Plan Number

PS414713D

STAGE 24
Lots 456 TO 515
SEE SHEETS 34-38

STAGE 15
Lots 283 TO 300
SEE SHEET 19

STAGE 17
Lots 303 TO 344
SEE SHEETS 21-24

STAGE 19
Lots 342 TO 359
SEE SHEETS 24 & 25

STAGE 22
Lot 366 &
Lots 397 TO 444
SEE SHEETS 29-33

STAGE 23
Lots 445 TO 455
& RESERVE No.7
SEE SHEETS 30-33

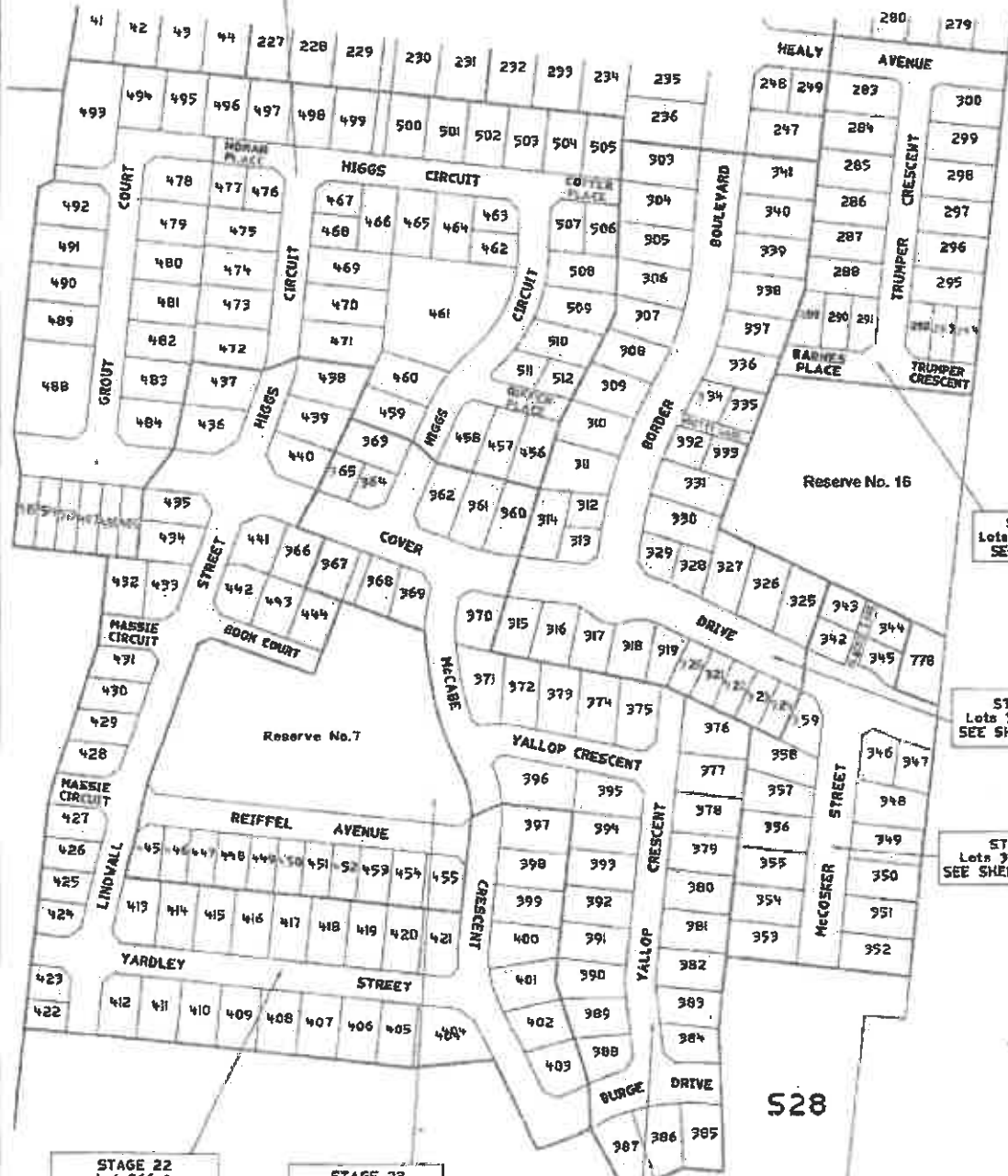
STAGE 21
Lots 360 to 365,
Lots 367 to 396 &
RESERVE No.6
SEE SHEETS 26-28

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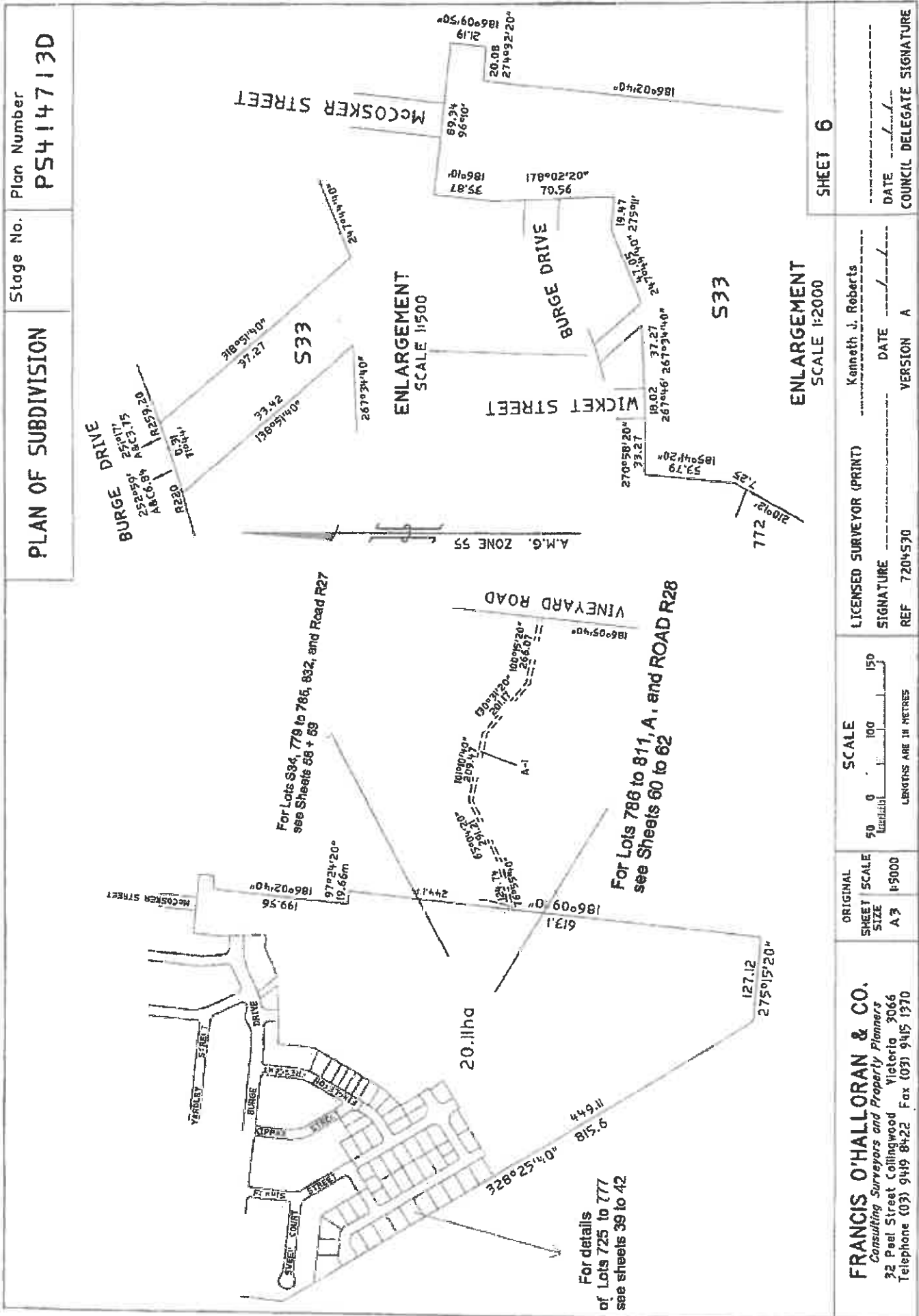
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE _____
REF 7204 VERSION A

SHEET
DATE _____
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528



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ORIGINAL SHEET SCALE SIZE A3 1:5000

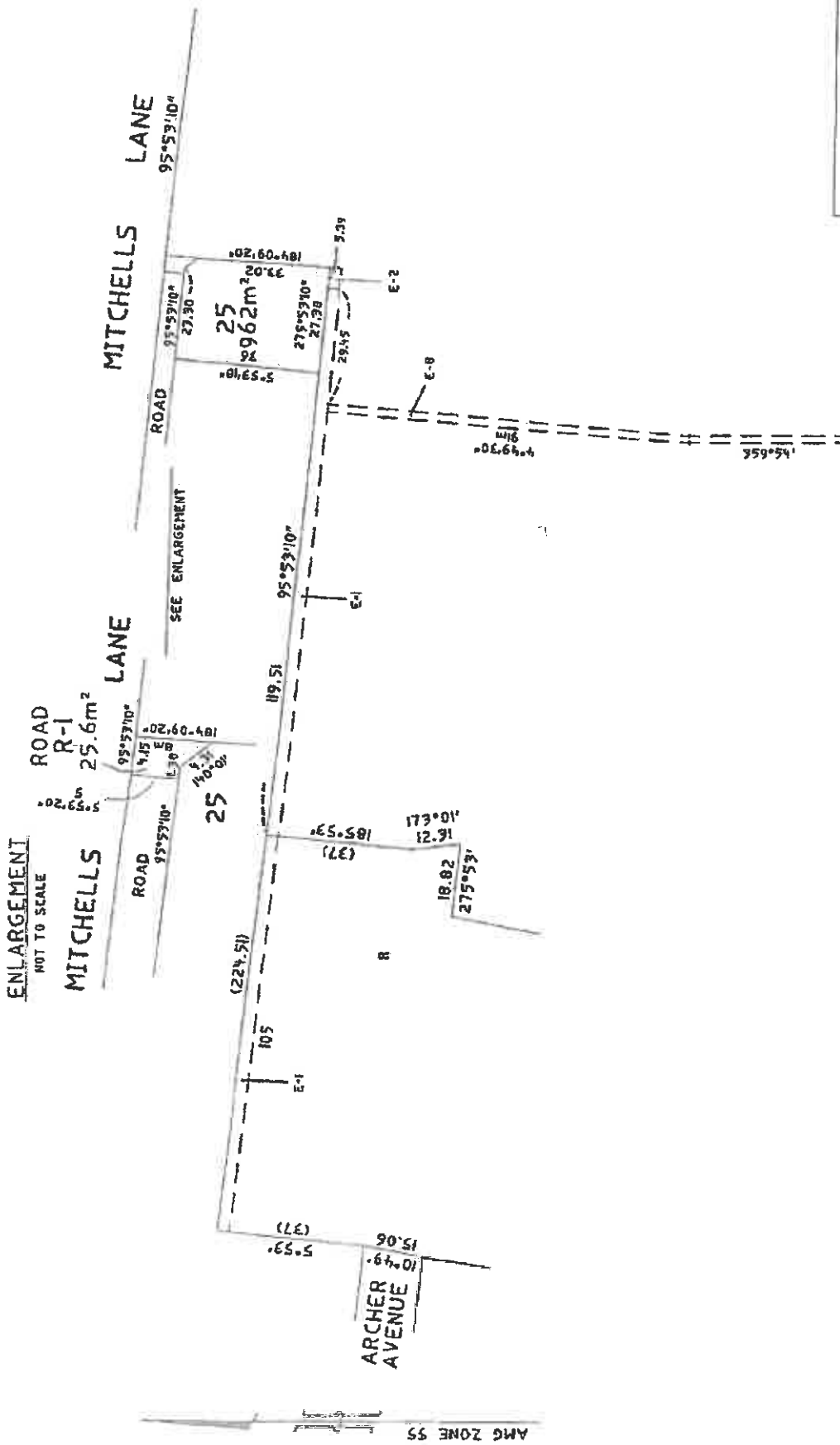
SCALE
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 Kenneth J. Roberts
 DATE _____ DATE _____
 VERSION A

DATE _____
 COUNCIL DELEGATE SIGNATURE _____

Stage No. Plan Number
PS414713D

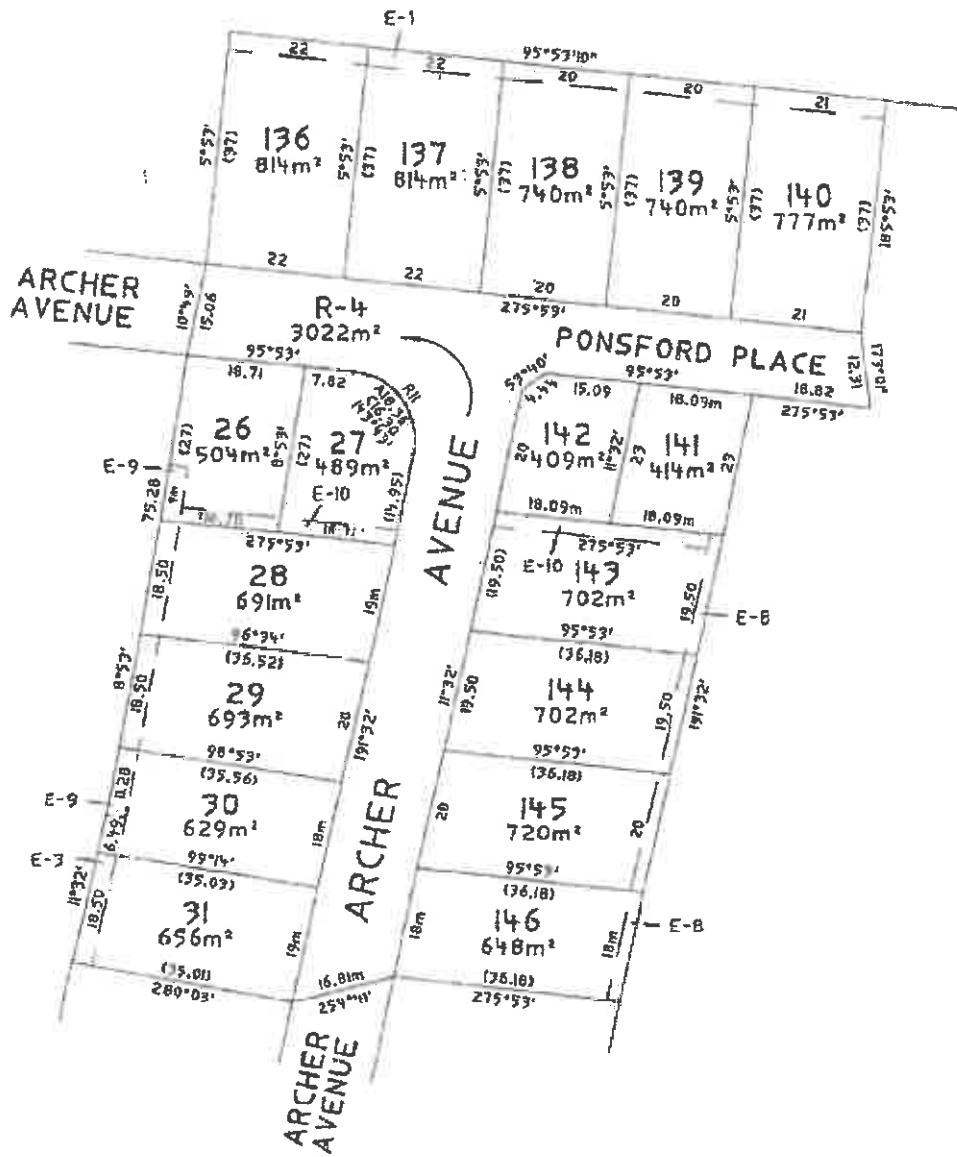
PLAN OF SUBDIVISION



SHEET 7

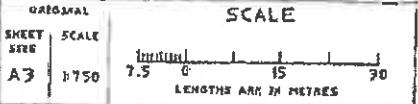
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|--|--|---|--|---|--|
| FRANCIS O'HALLORAN & CO. Consulting Surveyors and Property Planners 32 Peel Street Collingwood Victoria 3065 Telephone (03) 419 8422 Fax (03) 415 1370 | | ORIGINAL SHEET SCALE SIZE A3 1:10000 | SCALE 10 0 10 20 30 40 METRES LENGTHS ARE IN METRES | LICENSED SURVEYOR (PRINT) Kenneth J. Roberts SIGNATURE _____ DATE _____ REF 720M57 VERSION B | DATE _____ COUNCIL DELEGATE SIGNATURE _____ |
|--|--|---|--|---|--|

| | | |
|----------------------------|-----------|------------------|
| PLAN OF SUBDIVISION | Stage No. | Plan Number |
| | | PS414713D |



A.M.G. ZONE 55

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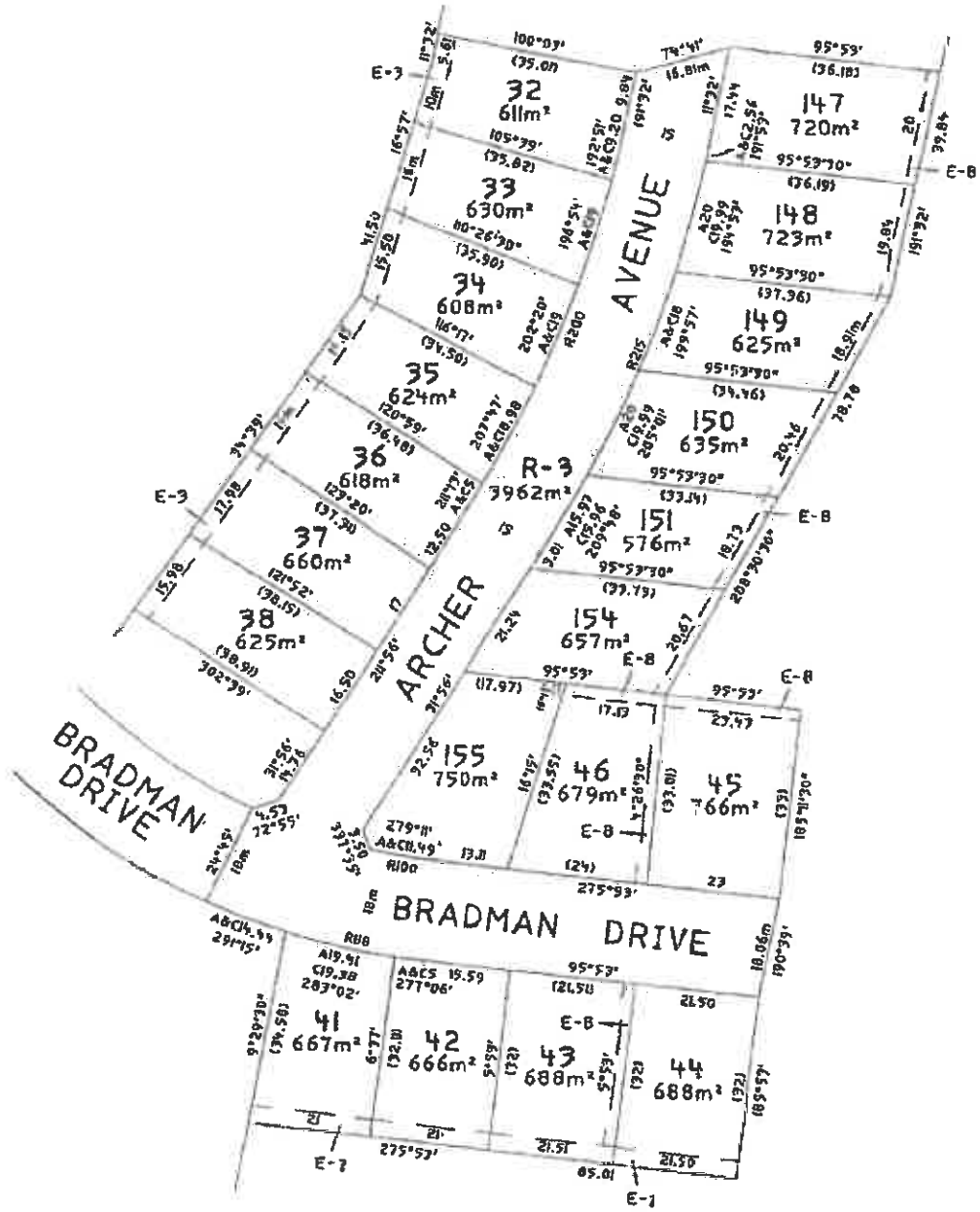


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 REF 7204510 VERSION B

SHEET 8
 DATE _____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. _____ Plan Number
PS414713D



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ORIGINAL SCALE
 SHEET SCALE
 A3 1:750

SCALE

LENGTHS ARE IN METRES

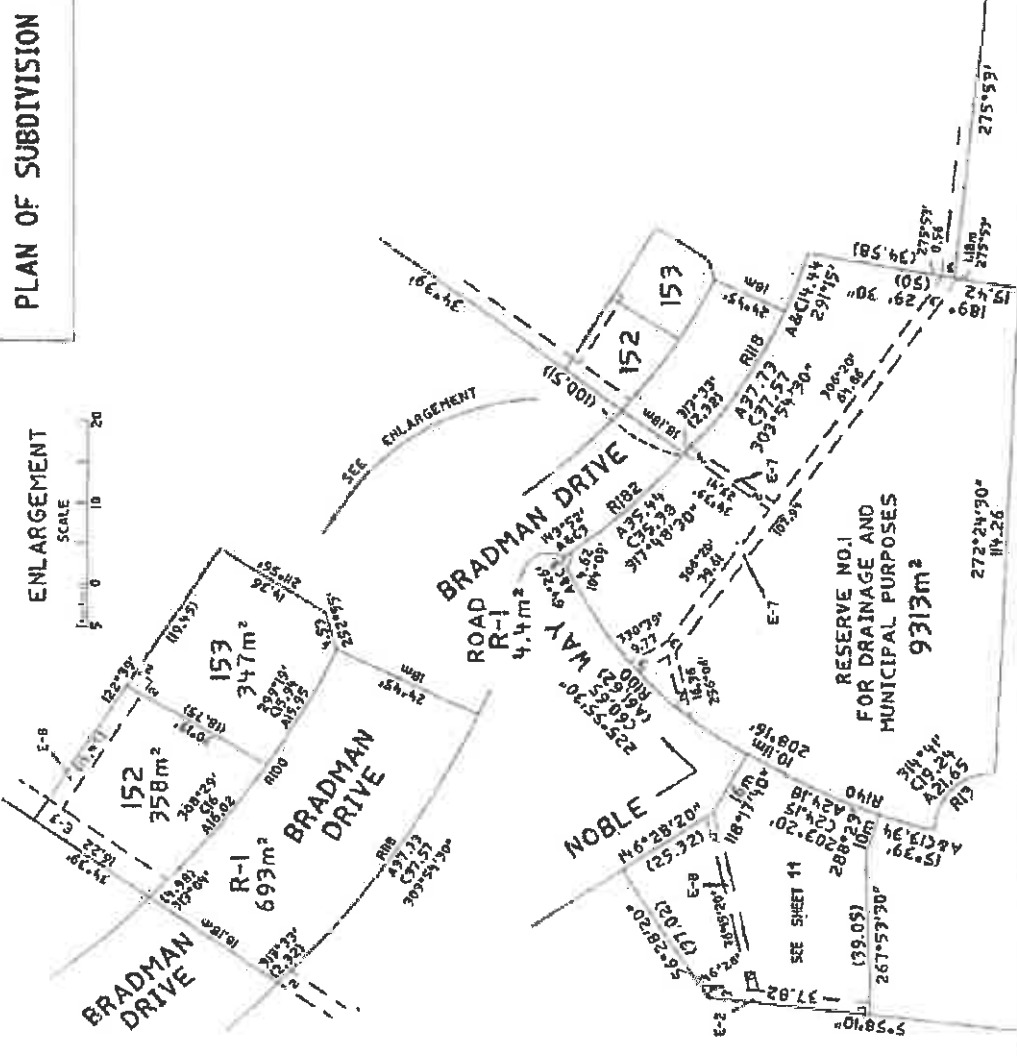
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 REF 720459 VERSION B

SHEET 9

DATE _____
 COUNCIL DELEGATE SIGNATURE _____

Stage No. **PLAN OF SUBDIVISION**

Plan Number
PS414713D



SHEET 10

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DATE _____
COUNCIL DELEGATE SIGNATURE _____
DATE _____

VERSION 8
REF 720457

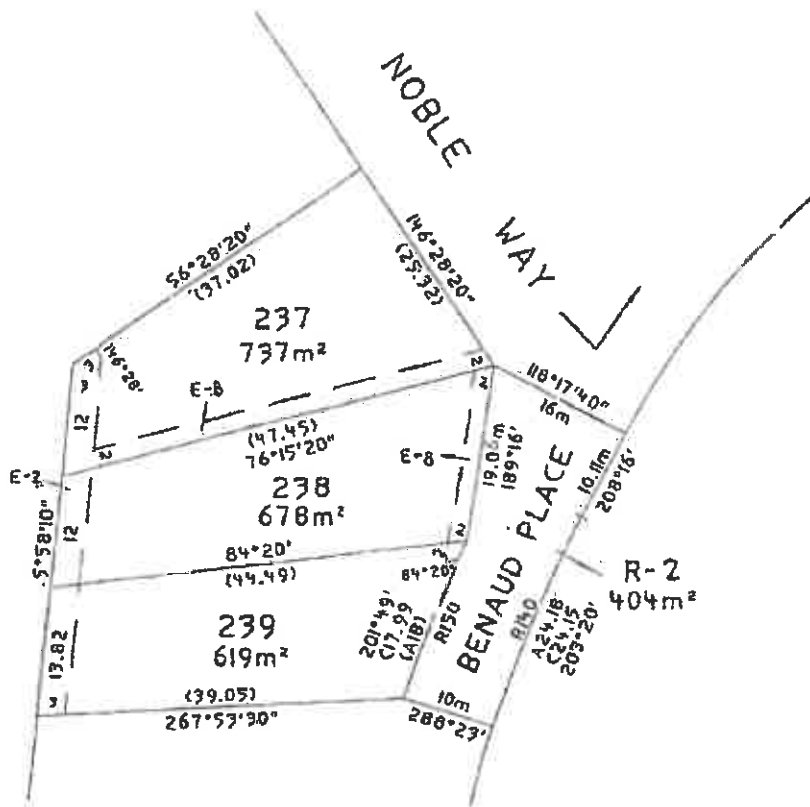
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SCALE
Horizontal 1:1000
Vertical 1:1000
LINES ARE IN METRES

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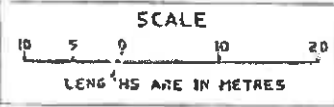
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| PLAN OF SUBDIVISION | Stage No. | LTO use only | PS414713D |
|---------------------|-----------|--------------|-----------|

ANG ZONE 55



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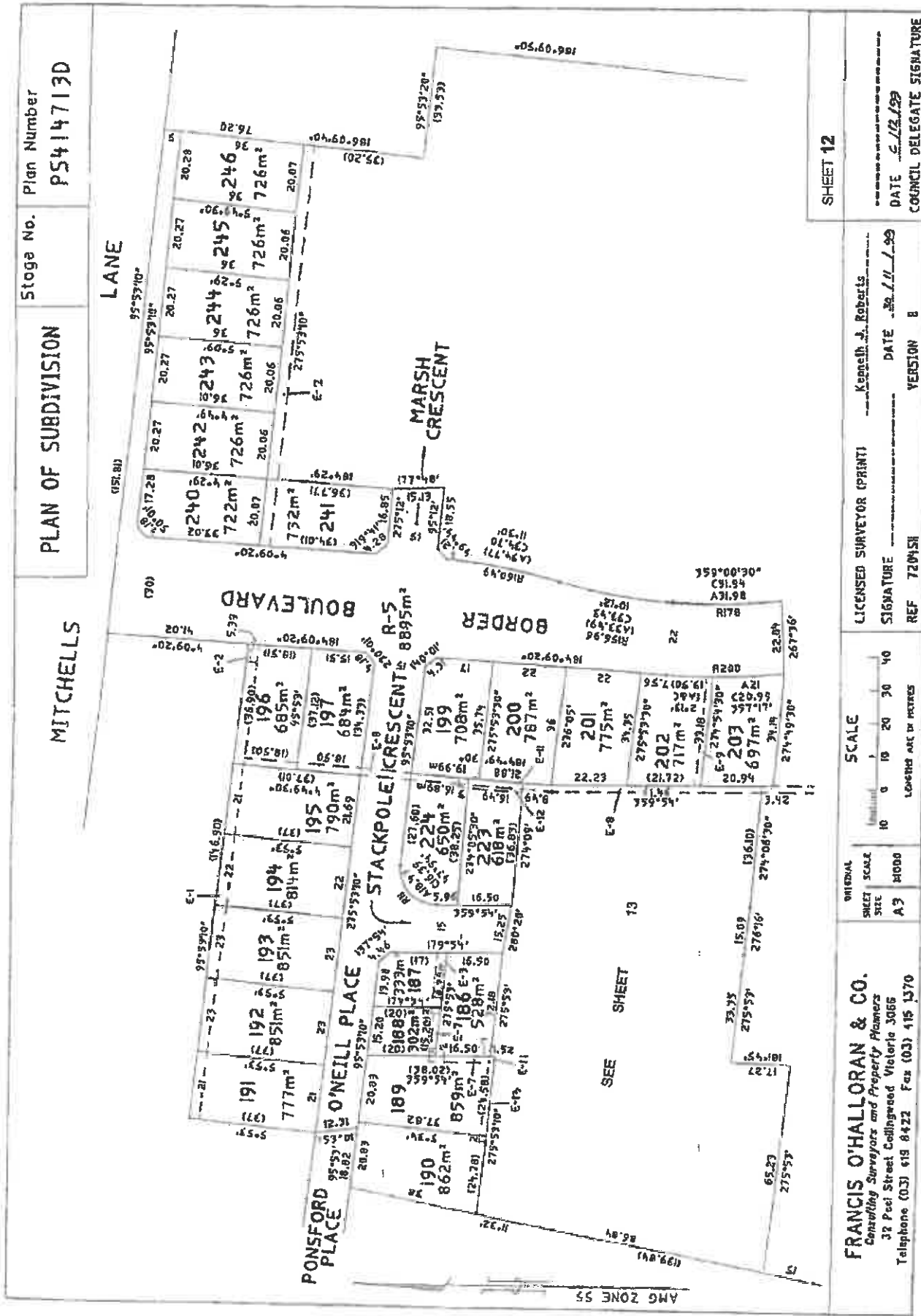
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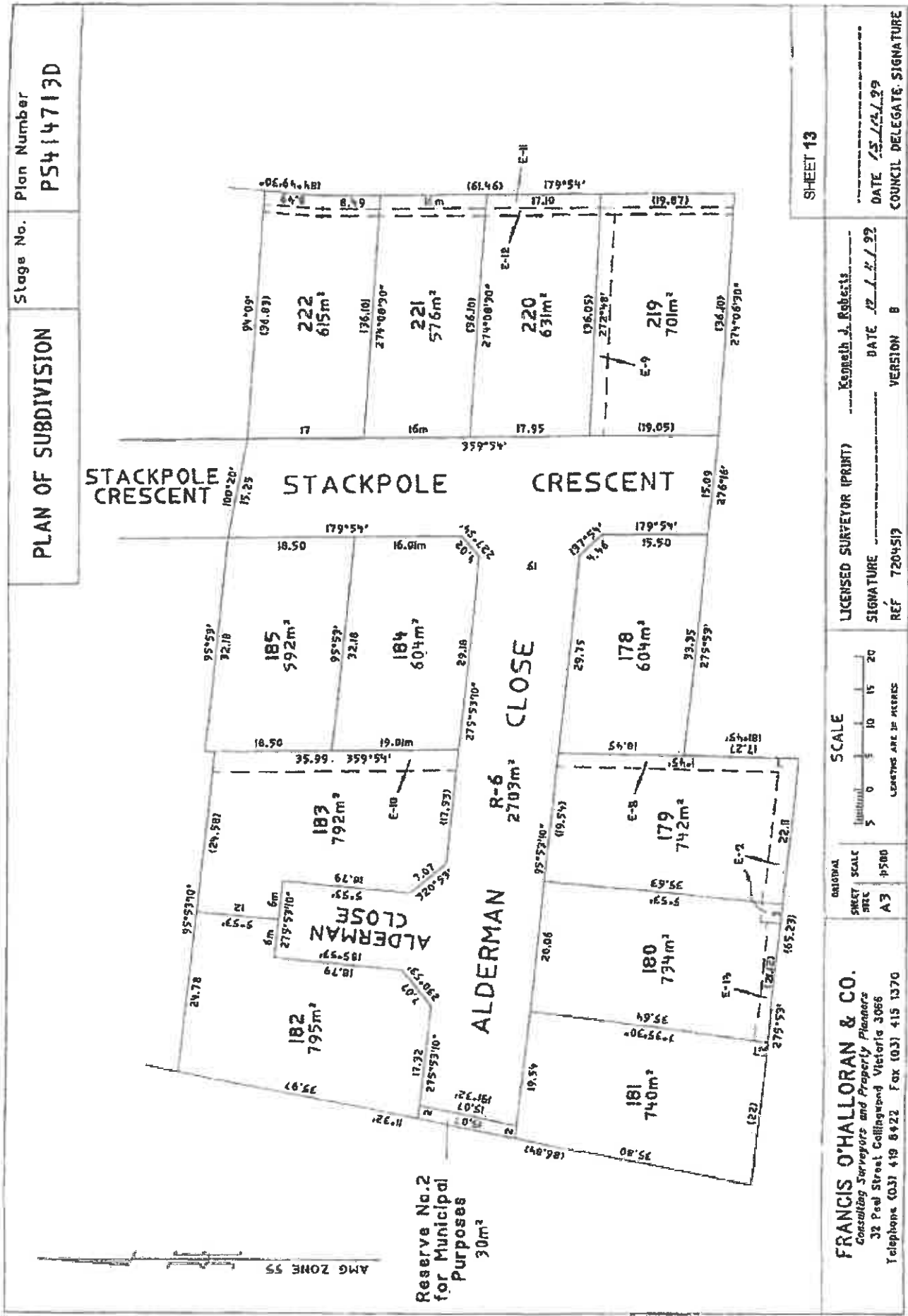


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 SHEET SIZE A3

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 SIGNATURE _____ DATE / /
 REF 720458 VERSION 8

DATE _____
 COUNCIL DELEGATE SIGNATURE _____





SHEET 13

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ORIGINAL SHEET SCALE 1:500
 SHEET 13 OF 13
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SCALE 1:500

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 REF **7204519** VERSION **B**

DATE **15/11/99**
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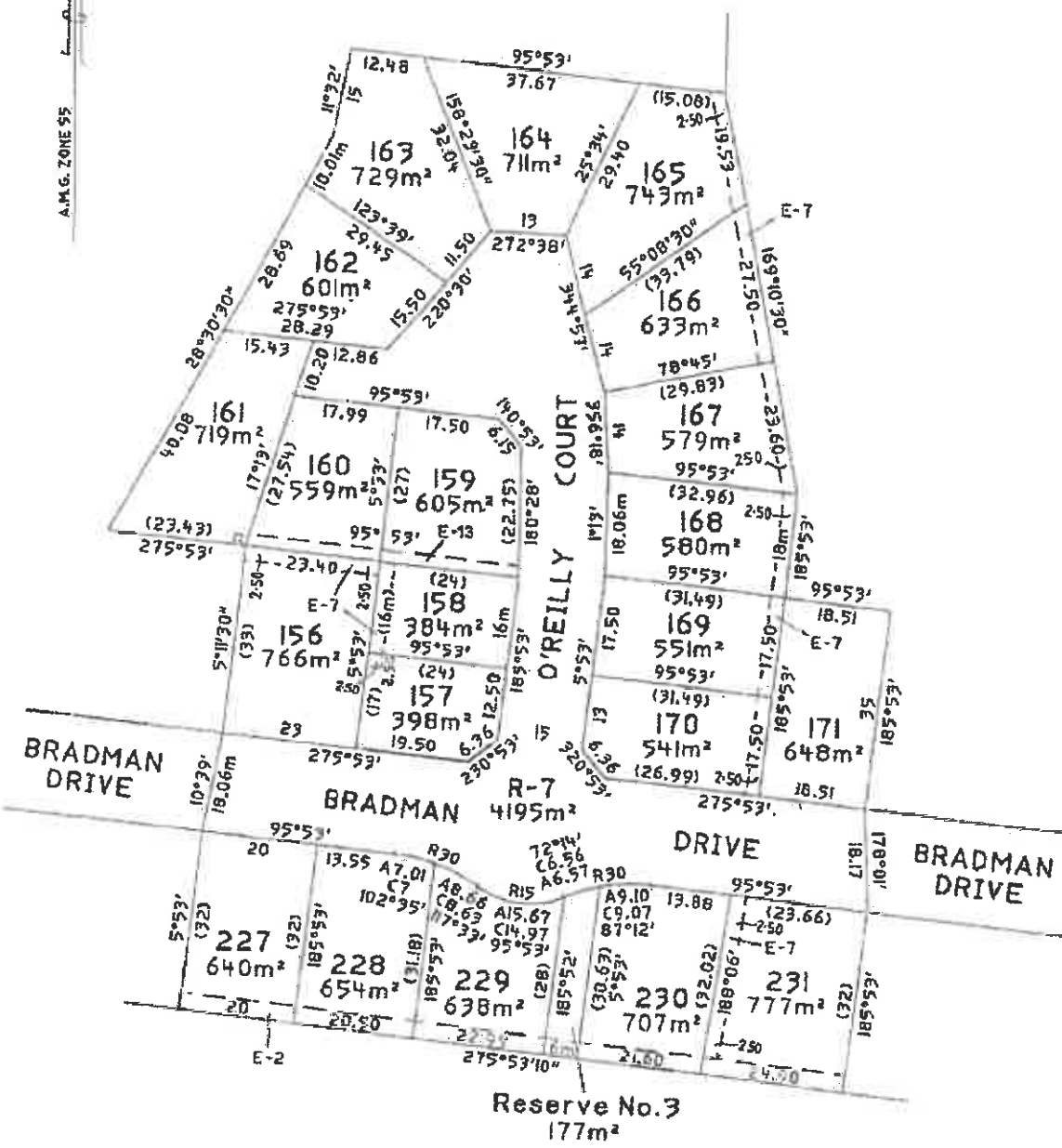
PLAN OF SUBDIVISION

Stage No.

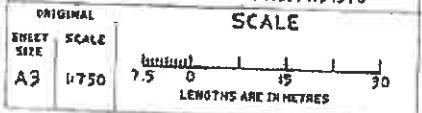
Plan Number

PS414713D

A.M.G. ZONE 55



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SIGNATURE _____ DATE _____

REF 7204S12 VERSION A

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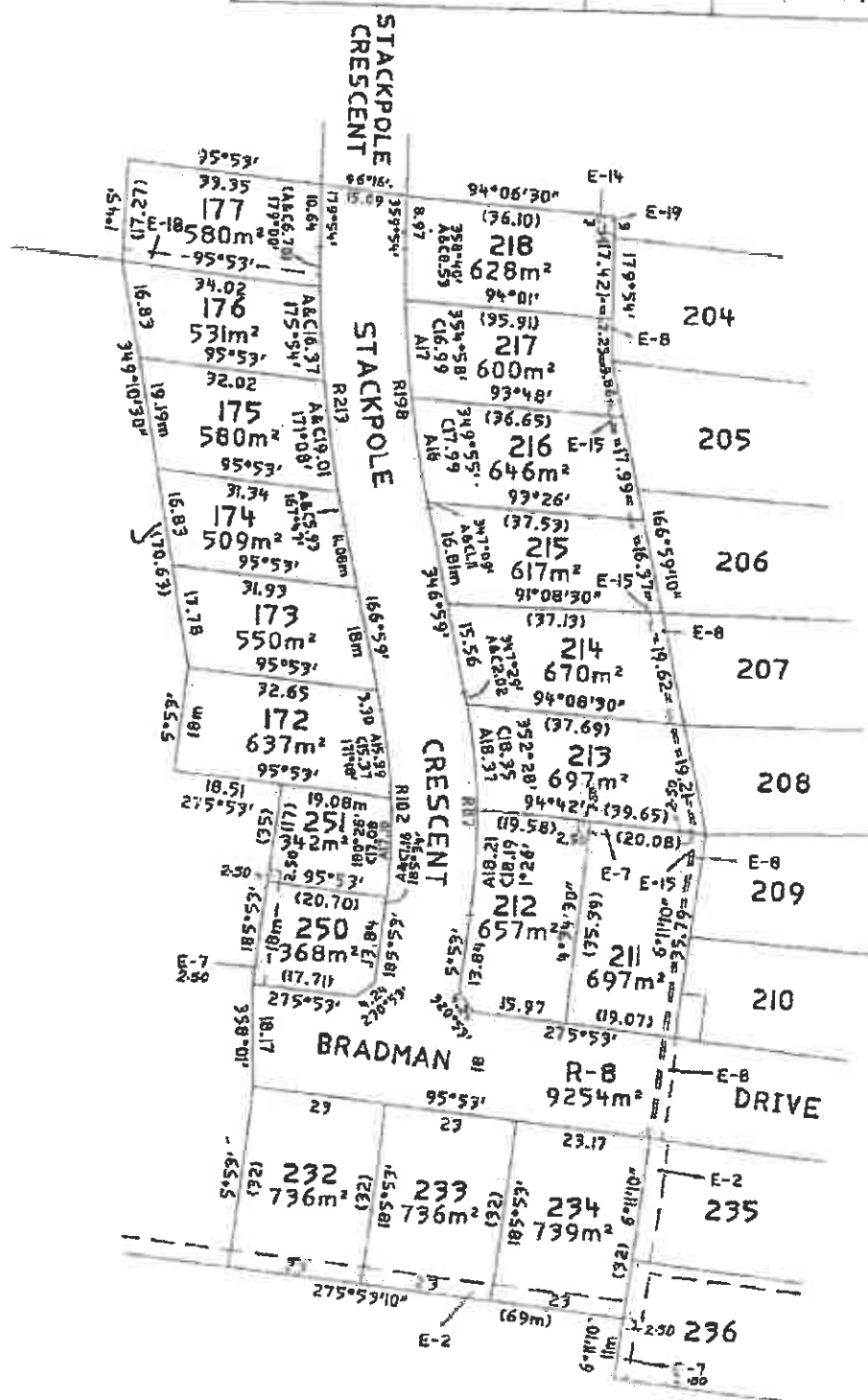
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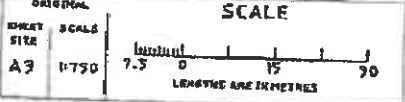
PLAN OF SUBDIVISION

Stage No. _____ Plan Number
PS414713D

A.P.L.G. ZONE 59



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LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

SIGNATURE _____ DATE _____

REF 7204514 VERSION C

SHEET 15

DATE _____

COUNCIL DELEGATE SIGNATURE _____

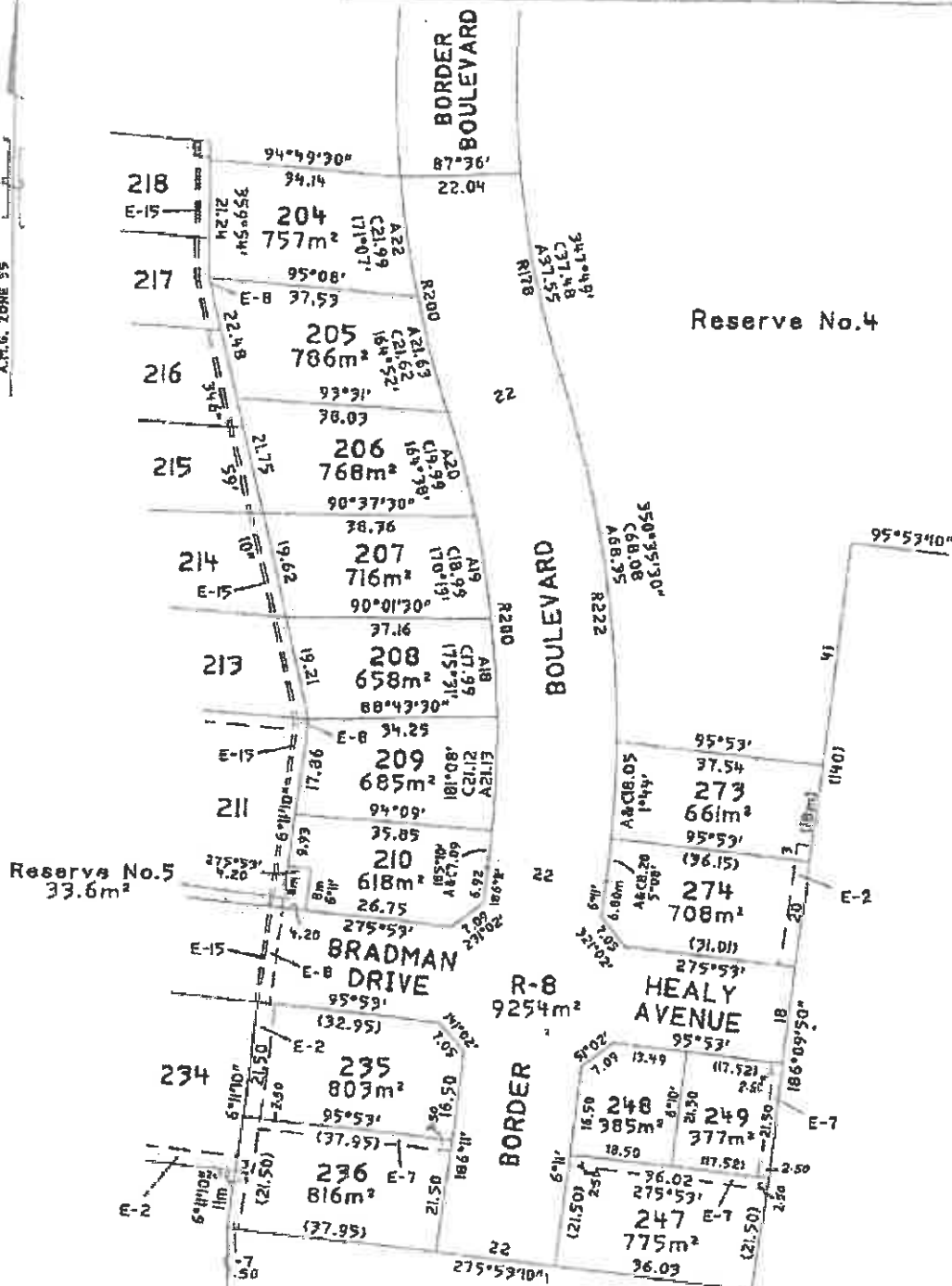
PLAN OF SUBDIVISION

Stage No.

Plan Number

P5414713D

A.T.T.G. ZONE 55

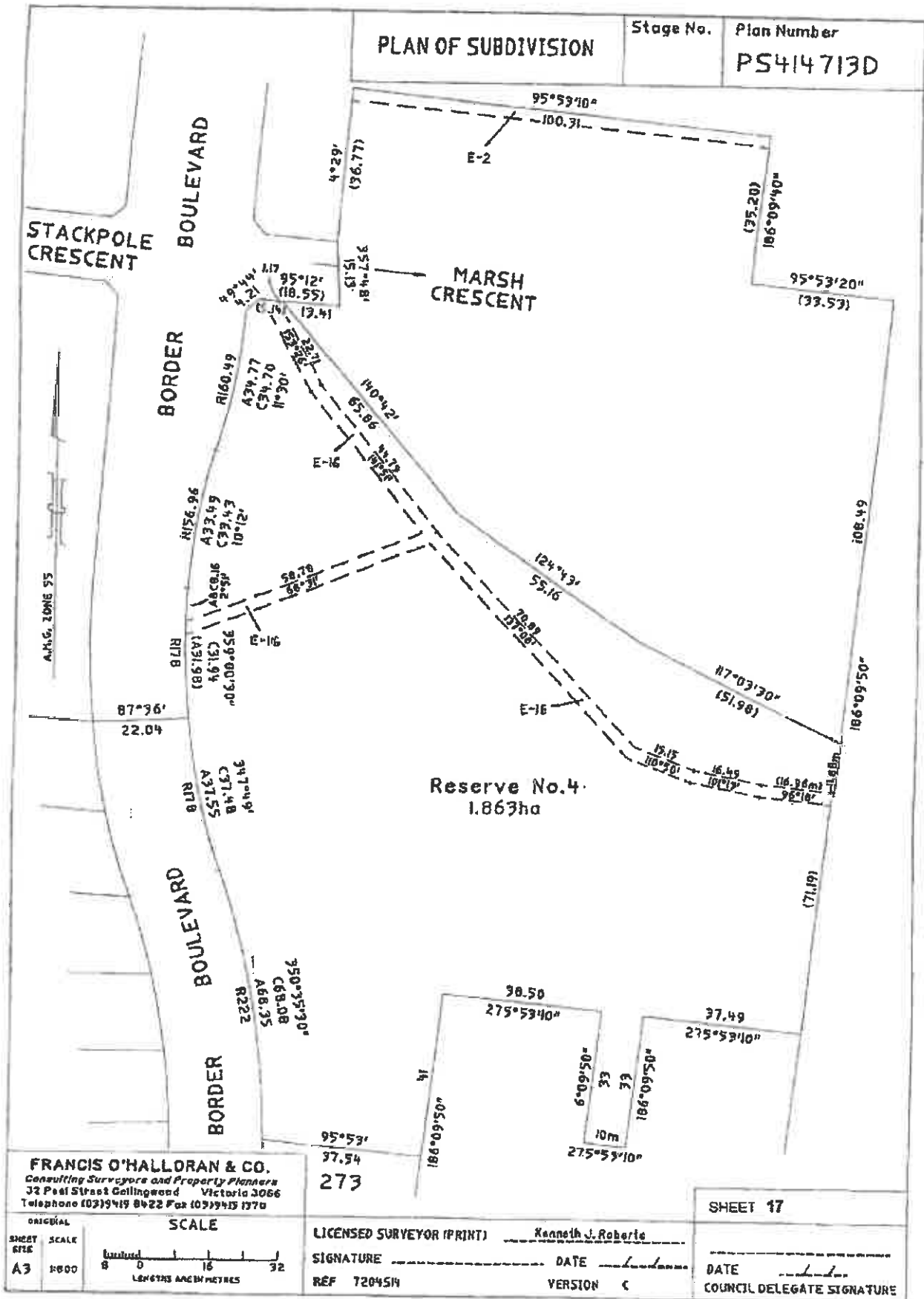


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ORIGINAL SCALE
 SHEET SIZE 4.9 11750
 SCALE 1:11750
 METERS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE _____
 REF 720454 VERSION C

SHEET 16
 DATE _____
 COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION

Stage No. Plan Number
PS414713D

STACKPOLE
CRESCENT

BOULEVARD

MARSH
CRESCENT

BORDER

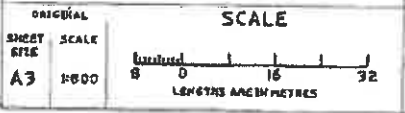
A.M.G. ZONE 55

Reserve No. 4
1.863ha

BOULEVARD

BORDER

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Telephone (03)9419 8422 Fax (03)9419 1370

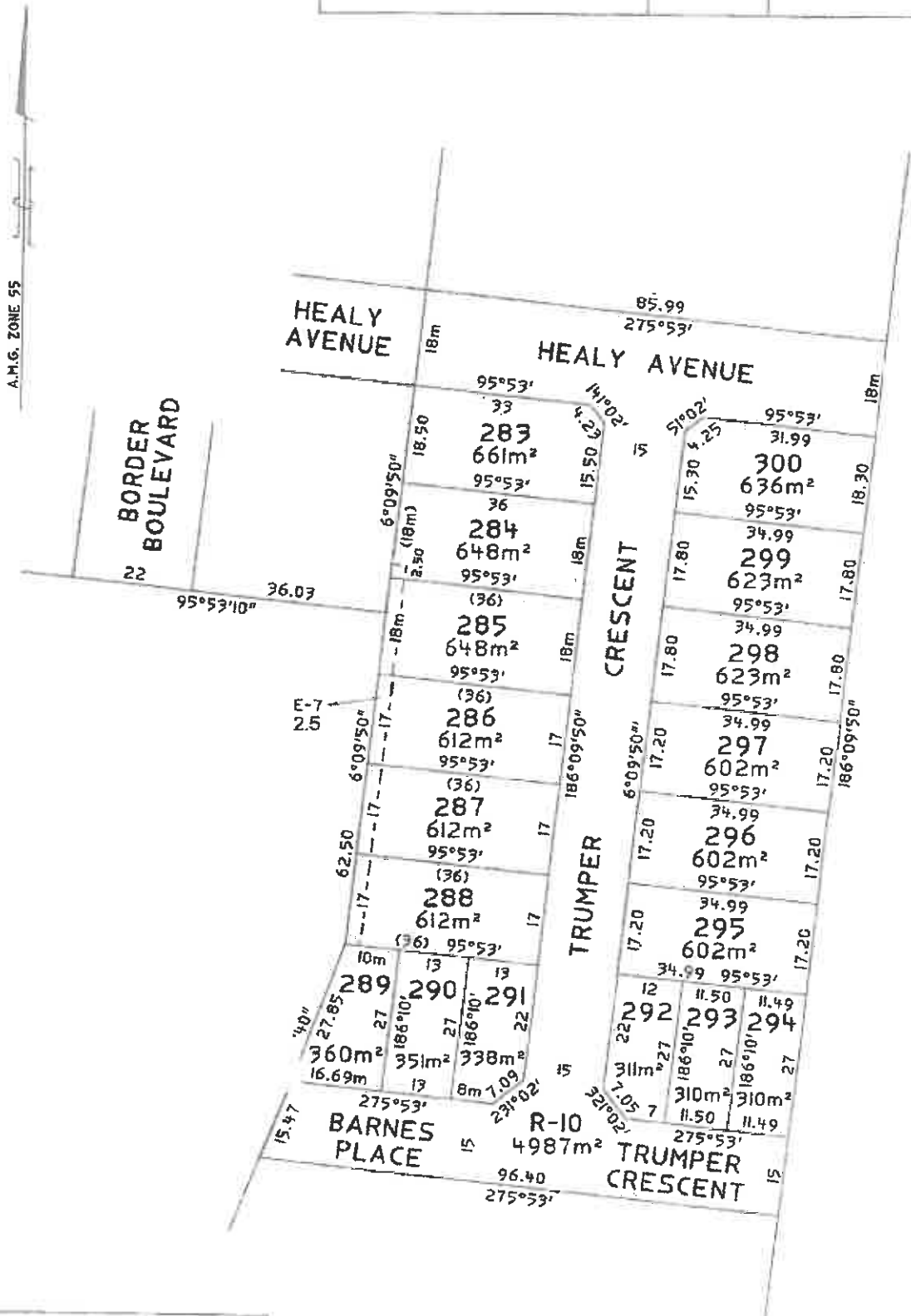


LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE _____
REF 72045H VERSION C

SHEET 17
DATE _____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

| | |
|-----------|------------------|
| Stage No. | Plan Number |
| | PS414713D |



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SHEET 19

| | |
|------------------------------|----------------|
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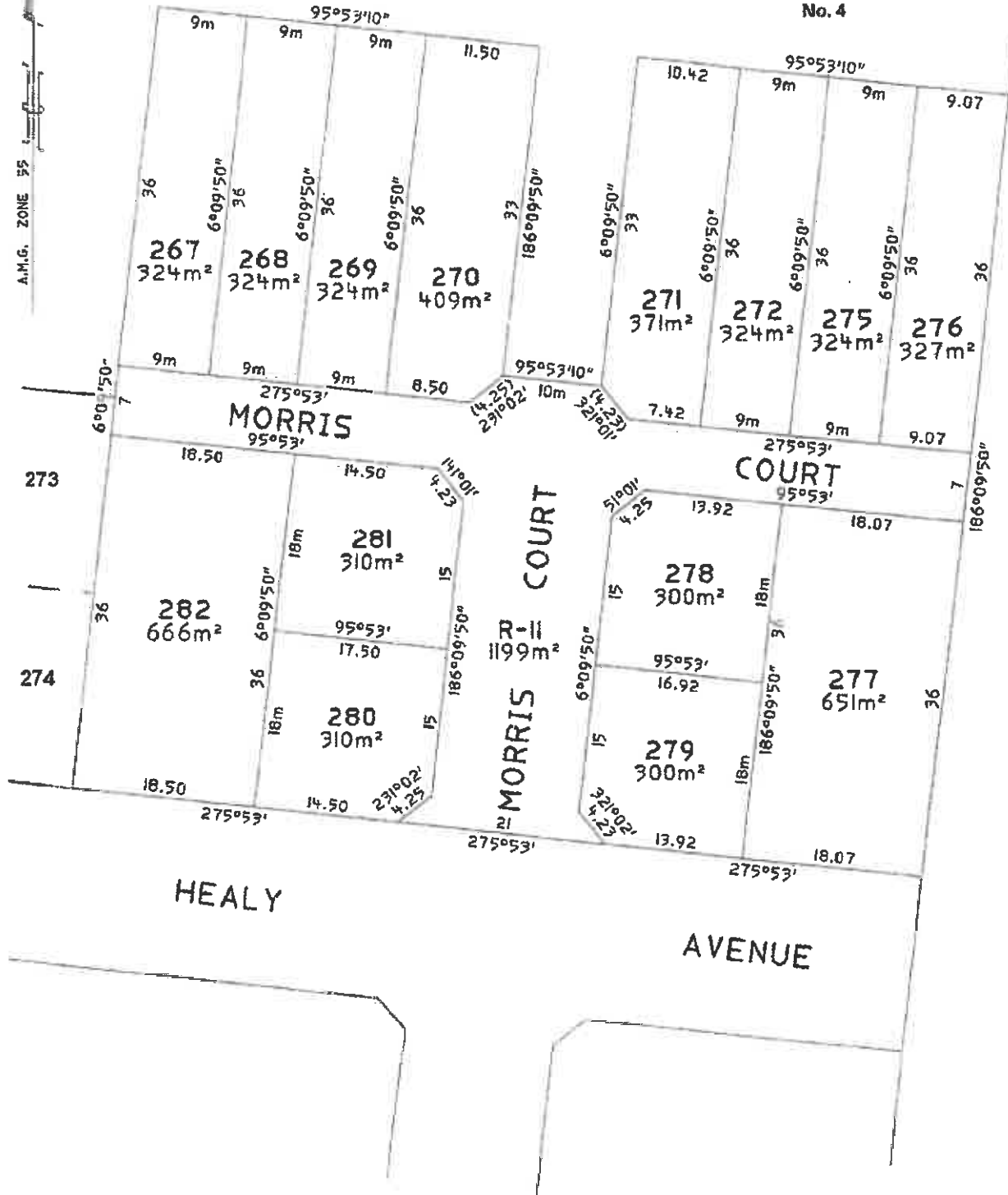
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 SIGNATURE _____ DATE / /
 REF 7204515 VERSION 0

DATE / /
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. Plan Number
PS414713D

RESERVE
No. 4



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SHEET 20

ORIGINAL SCALE
SHEET SIZE A3 SCALE 1:400
LENGTHS ARE IN METRES

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REF 7204518 VERSION B

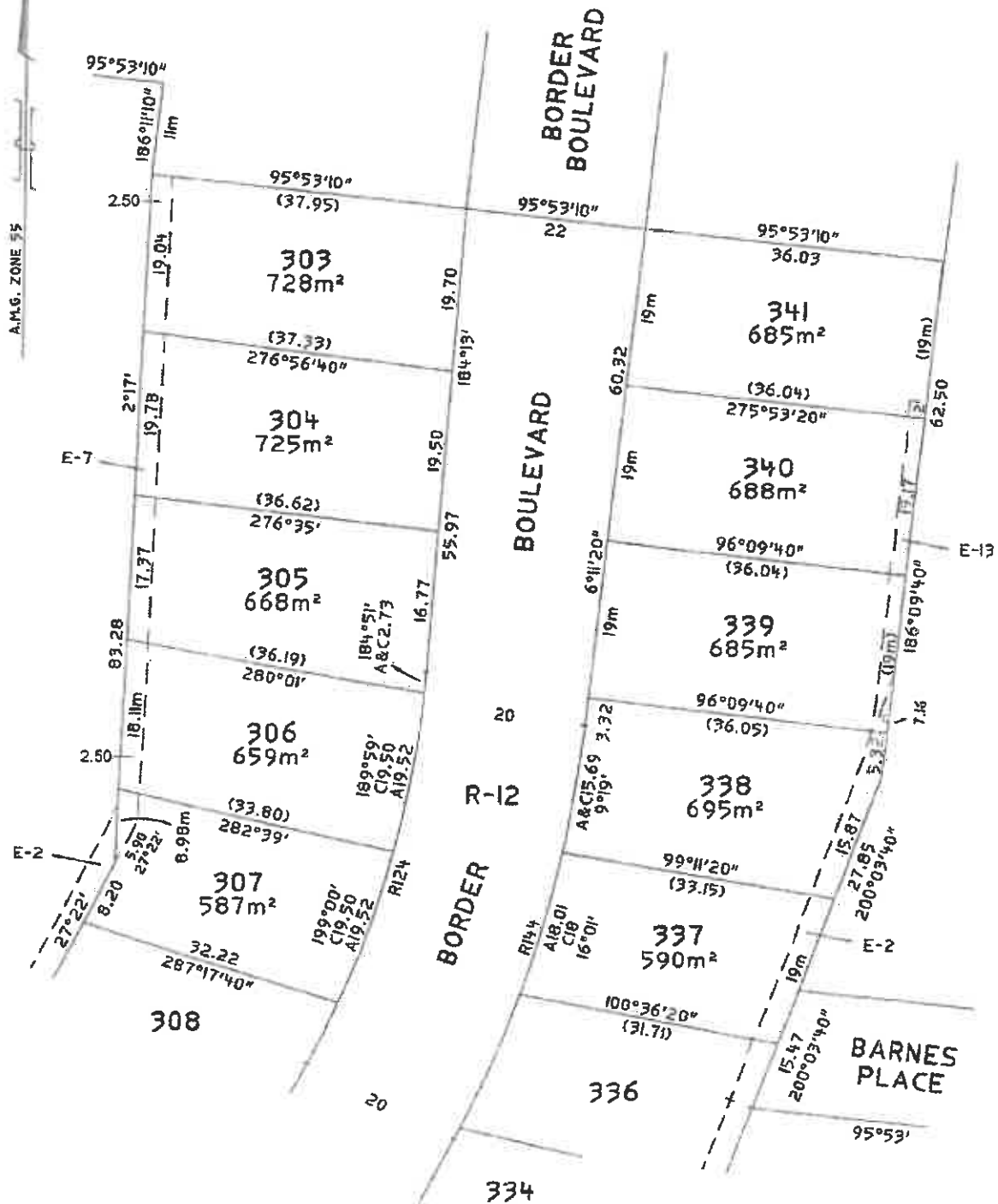
DATE 28/9/02
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS414713D



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Consulting Surveyors and Property Planners
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 Telephone (03) 9419 8422 Fax (03) 9415 1370

SHEET 21

| | |
|-----------------------|-----------|
| ORIGINAL | SCALE |
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| A3 | 1:500 |
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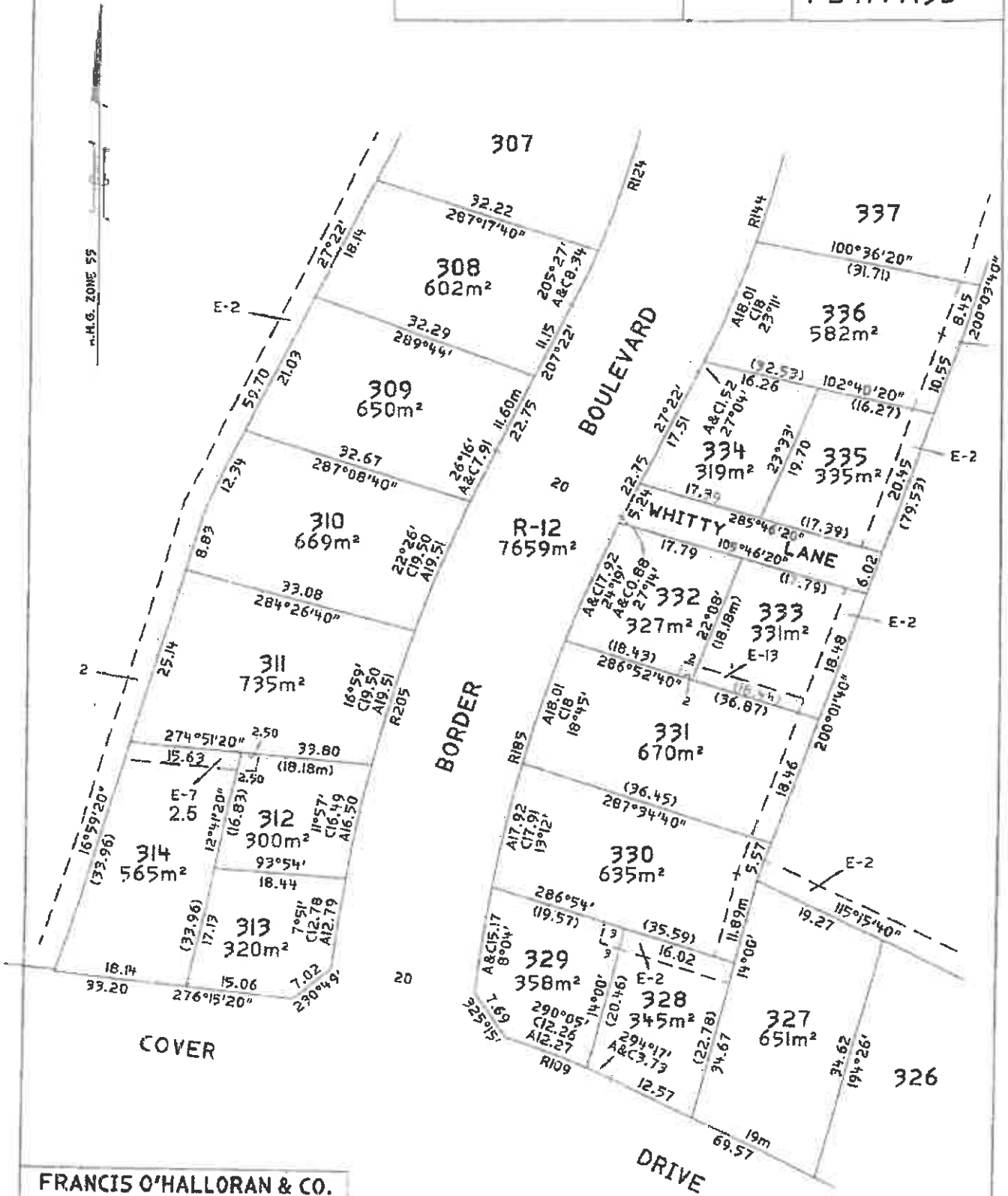
DATE 11/3/02
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

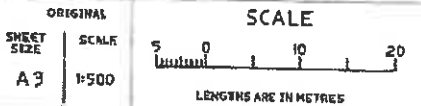
Plan Number

PS414713D



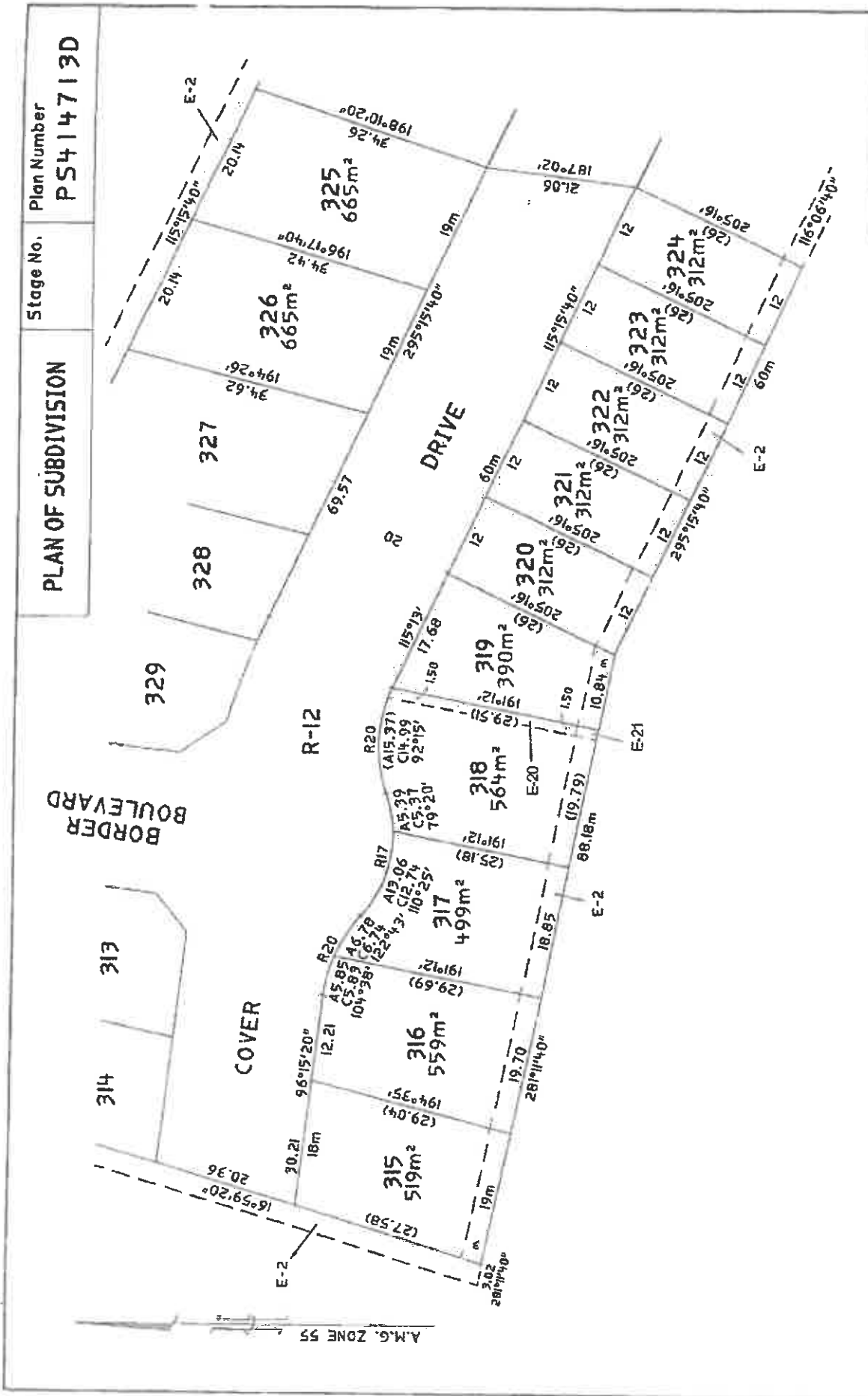
FRANCIS O'HALLORAN & CO.
 Consulting Surveyors and Property Planners
 32 Peel Street Collingwood Victoria 3066
 Telephone (03) 9419 8422 Fax (03) 9415 1370

SHEET 22



LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE 15/3/02
 REF 7204517 VERSION F

DATE 21/3/02
 COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION

Stage No.

Plan Number
P5414713D

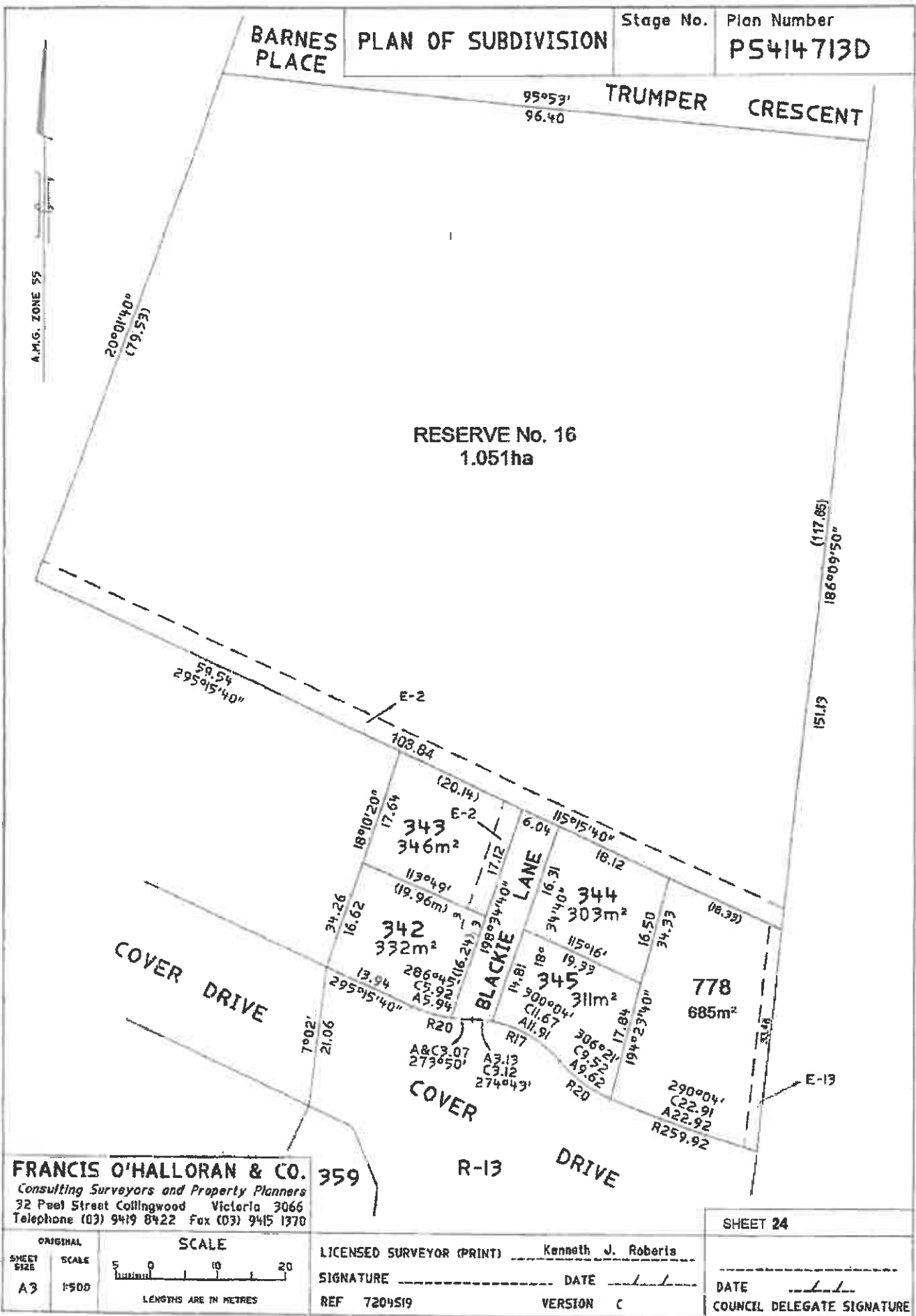
SHEET 23

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE DATE 15/11/22
 REF 720517 VERSION F
 COUNCIL DELEGATE SIGNATURE

SCALE
 0 5 10 15 20
 METRES
 LENGTHS ARE IN METRES

ORIGINAL SCALE
 SHEET SIZE A3
 SCALE 1:500

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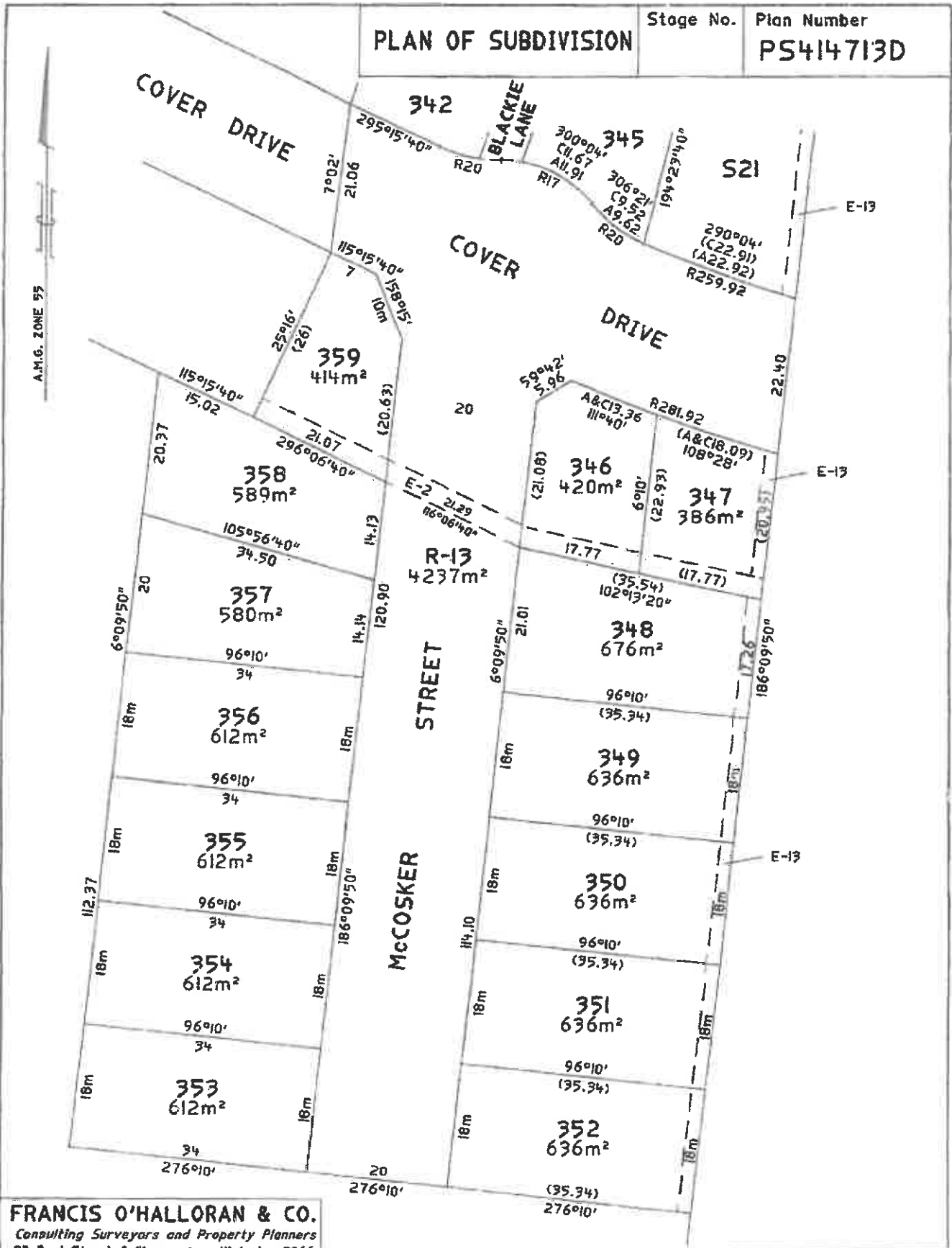


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| | |
|---|-------|
| ORIGINAL | SCALE |
| SHEET SIZE A3 | 1:500 |
| SCALE 5 0 10 20 LENGTHS ARE IN METRES | |

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE _____
 REF 7204519 VERSION C

SHEET 24
 DATE _____
 COUNCIL DELEGATE SIGNATURE _____



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SHEET 25

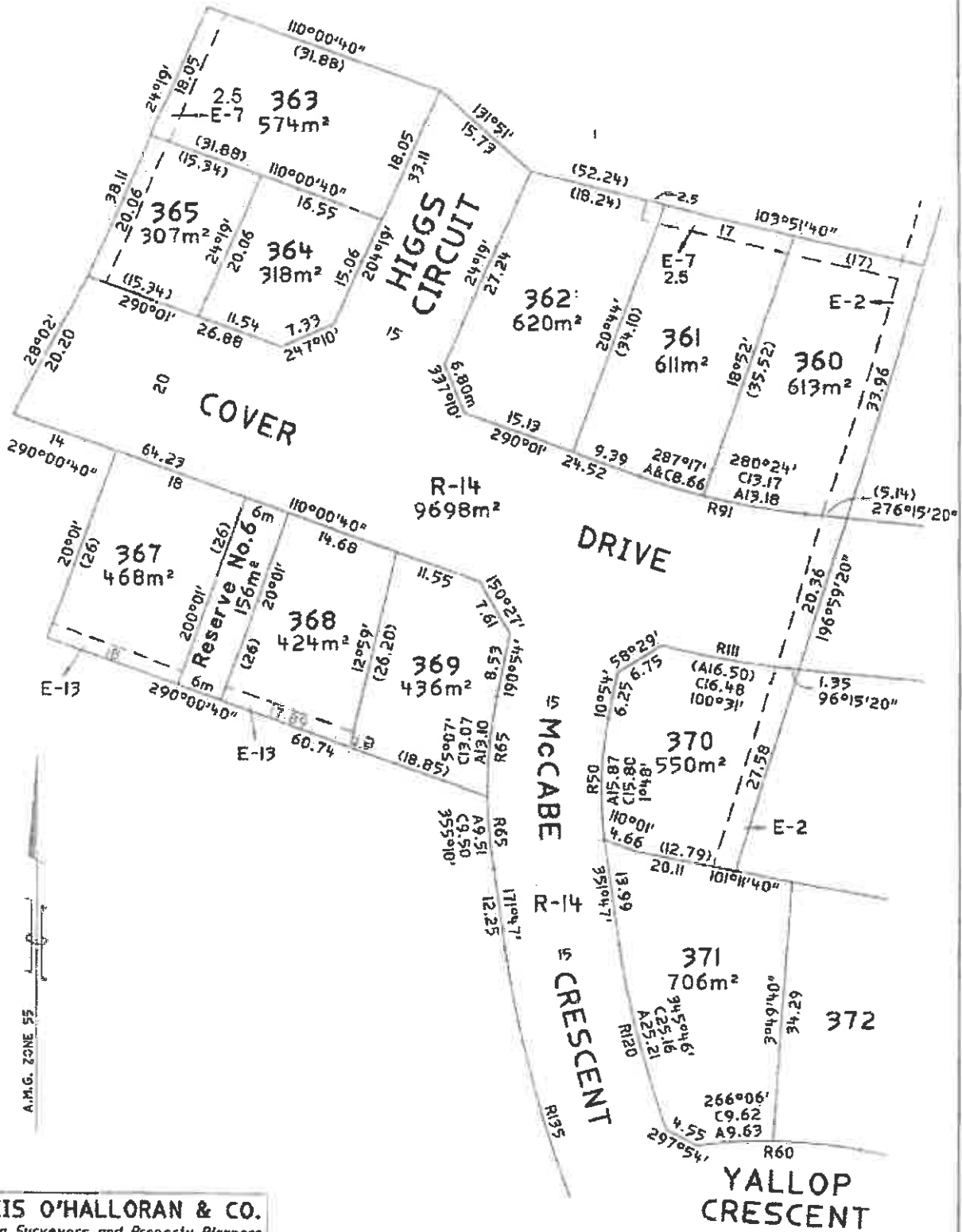
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|-----------------------|-----------|
| ORIGINAL | SCALE |
| SHEET SIZE | 5 0 10 20 |
| A3 | 1:500 |
| LENGTHS ARE IN METRES | |

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE _____
REF 7204519 VERSION C

DATE _____
COUNCIL DELEGATE SIGNATURE _____

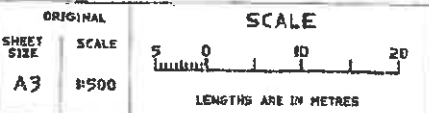
PLAN OF SUBDIVISION

Stage No. Plan Number
PS414713D



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SHEET 26
DATE
COUNCIL DELEGATE SIGNATURE



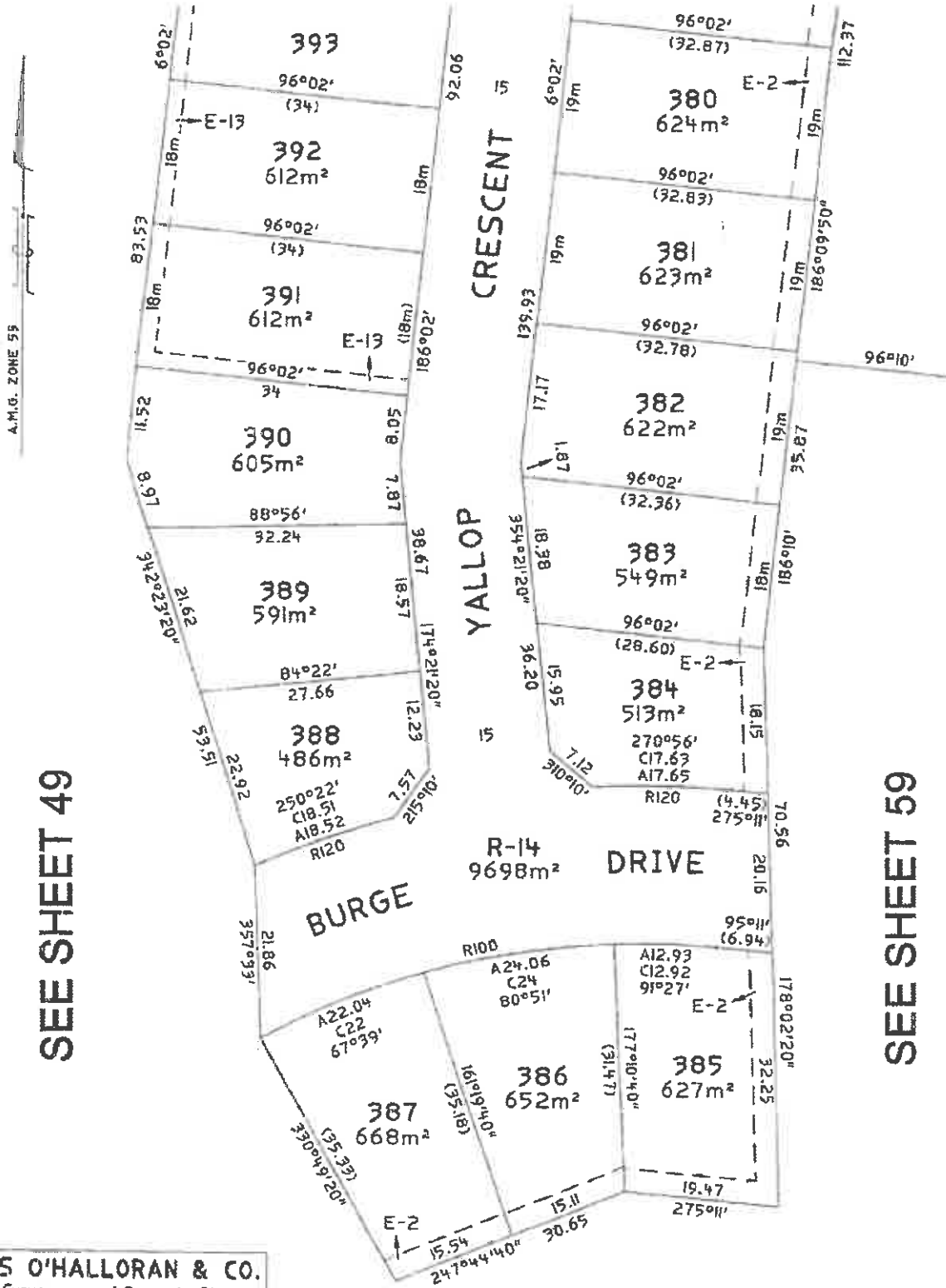
LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE _____
REF 7204521 VERSION D

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS414713D

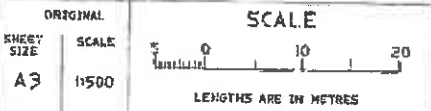


SEE SHEET 49

SEE SHEET 59

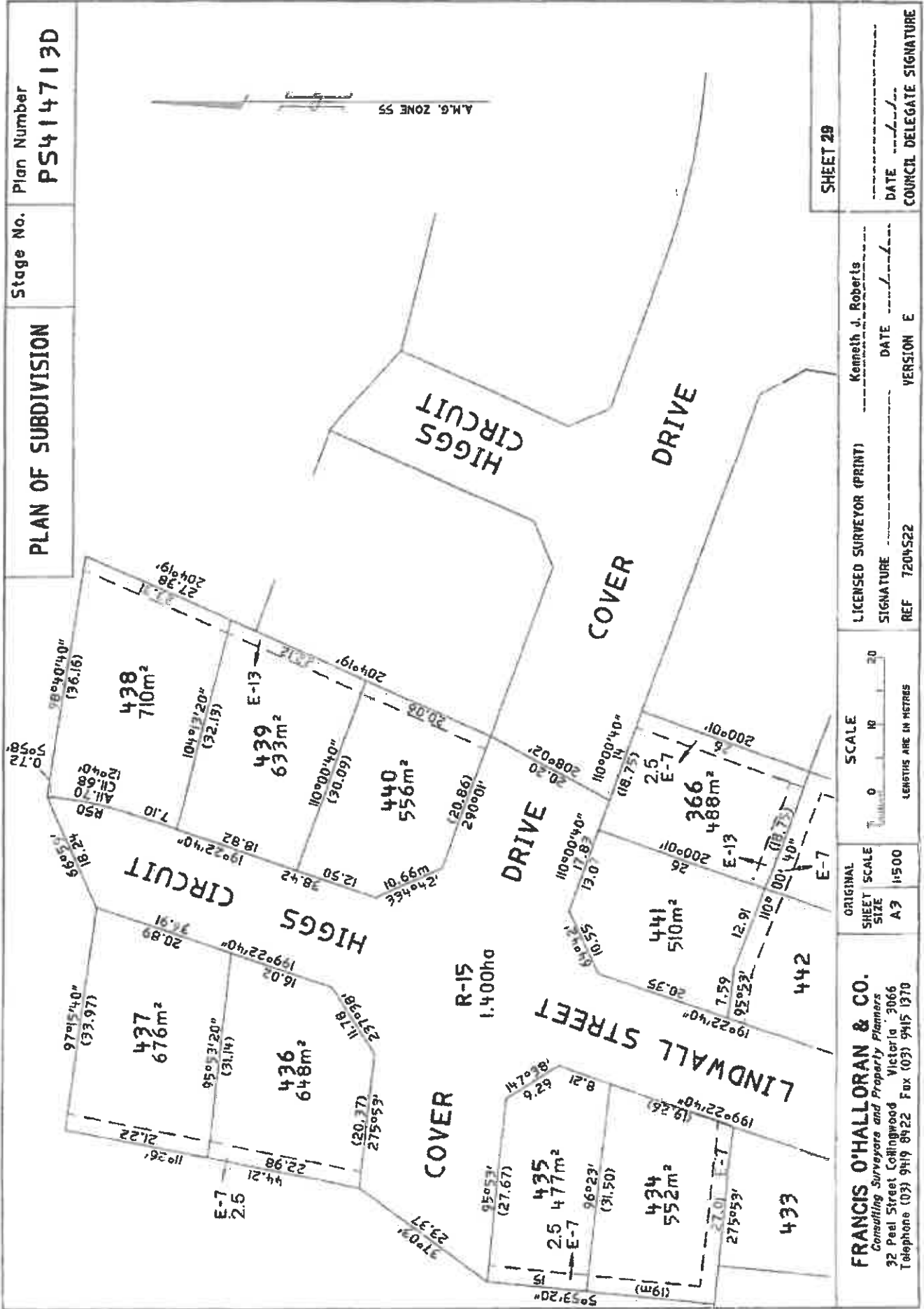
FRANCIS O'HALLORAN & CO.
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SHEET 28



LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE _____
 REF 7204521 VERSION D

DATE _____
 COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION

Stage No.

Plan Number
PS414713D

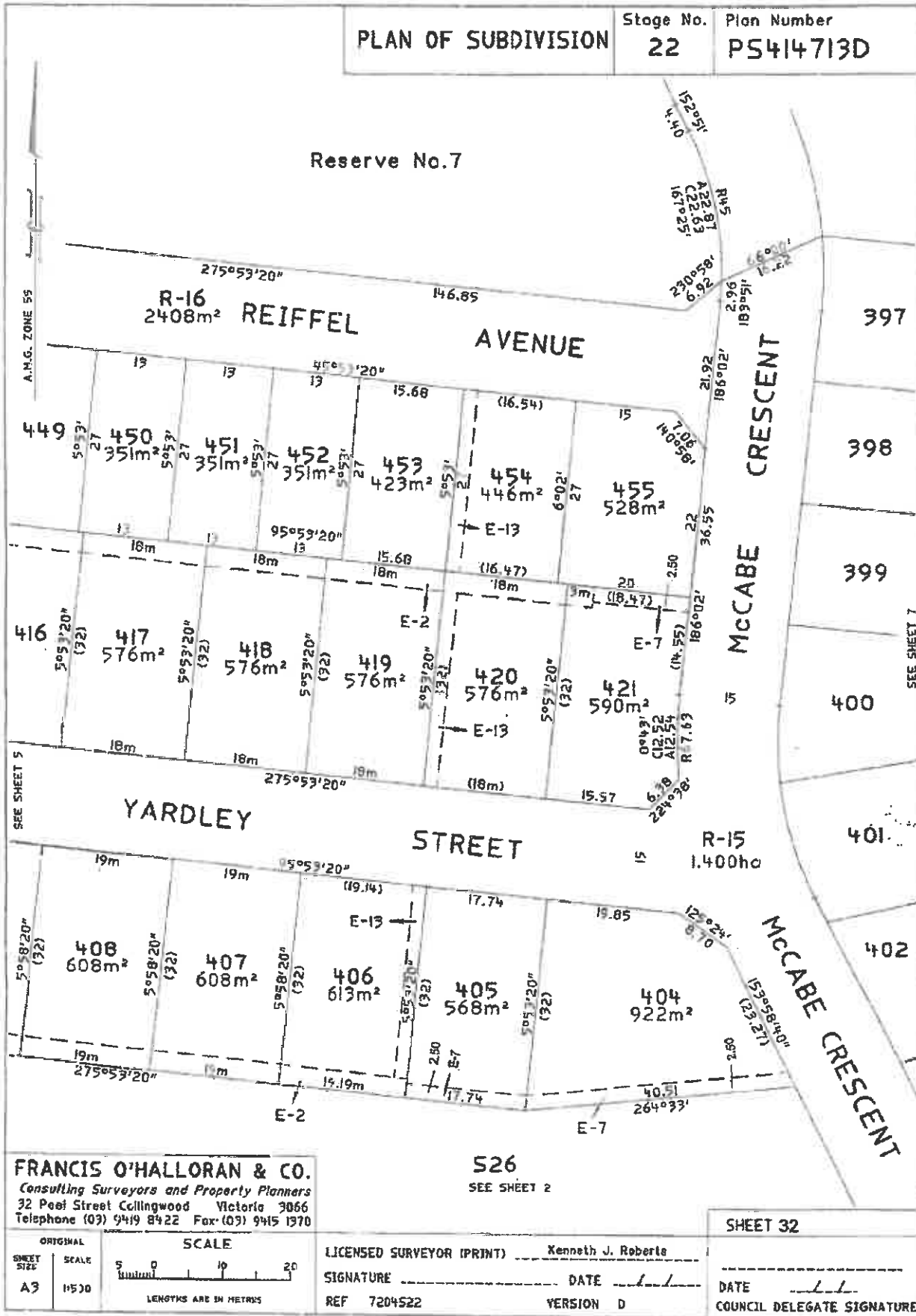
SHEET 29

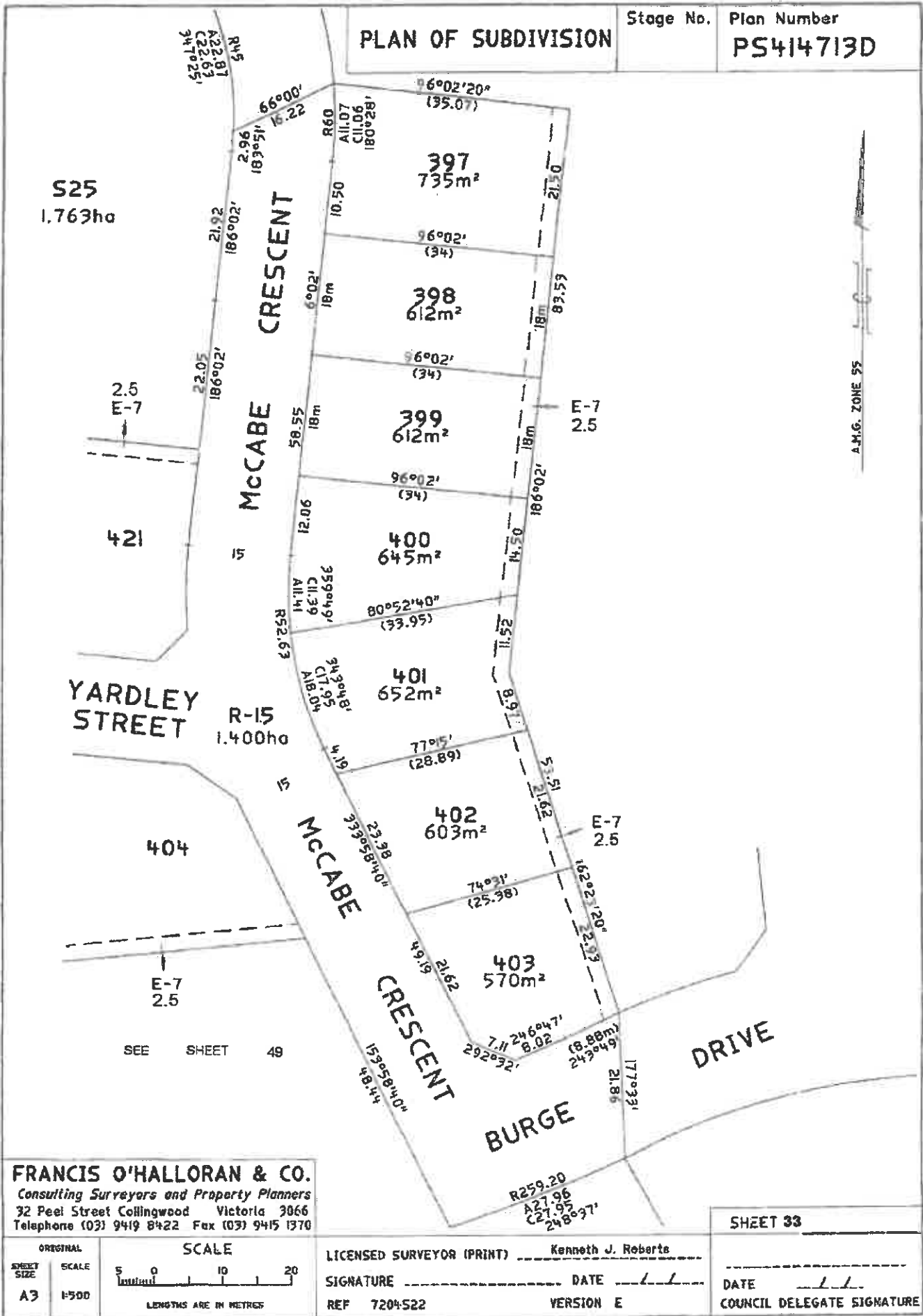
LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE DATE
VERSION E

SCALE
LENGTHS ARE IN METRES
0 10 20

ORIGINAL SHEET SCALE SIZE A3 1:500

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 Telephone (03) 9419 8422 Fax (03) 9415 1370

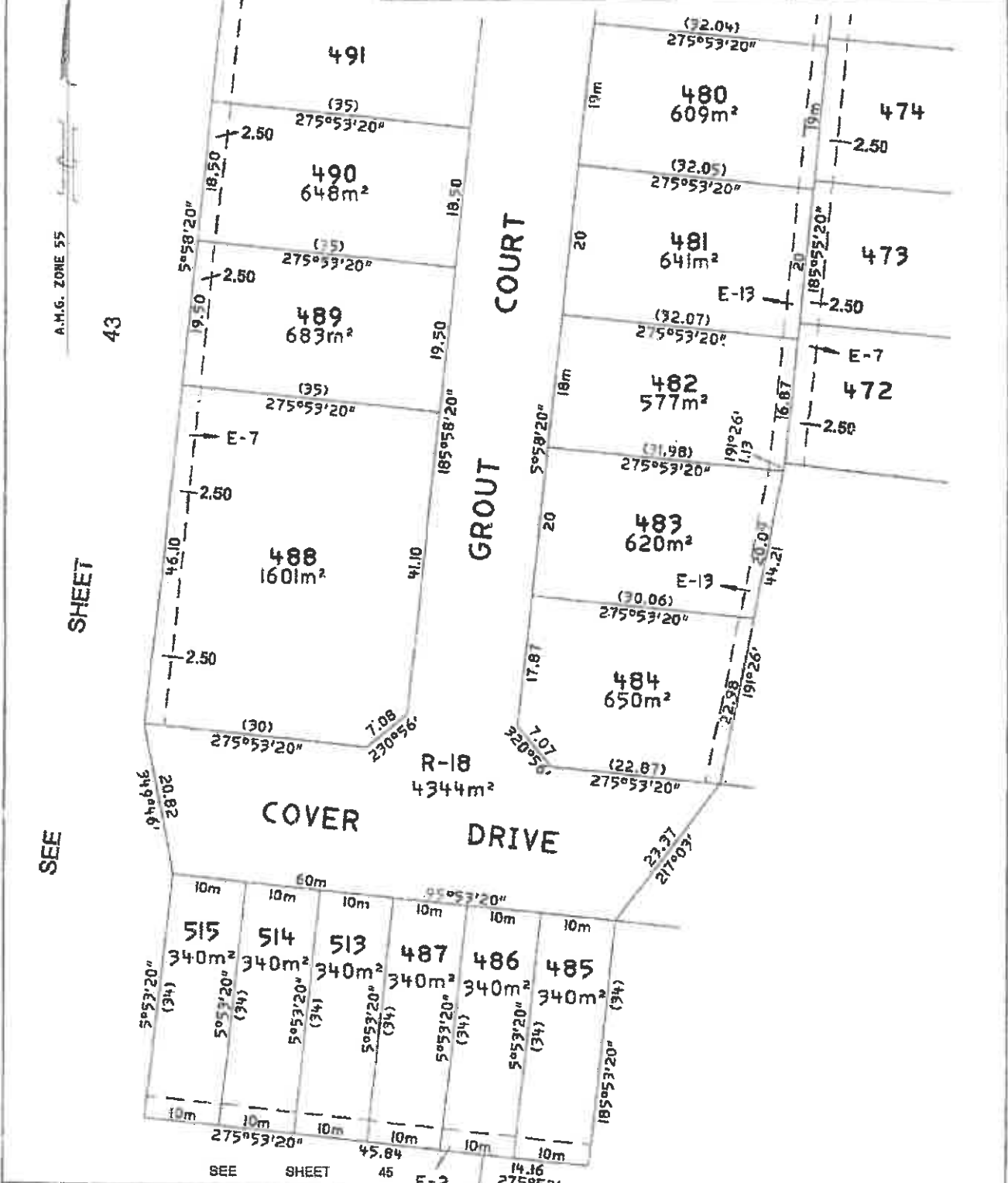
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|---|-------|
| ORIGINAL | SCALE |
| SHEET SIZE | A3 |
| SCALE | 1:500 |
| SCALE 5 0 10 20 LENGTHS ARE IN METRES | |

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE _____
 REF 7204522 VERSION E

SHEET 33
 DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. _____ Plan Number **PS414713D**



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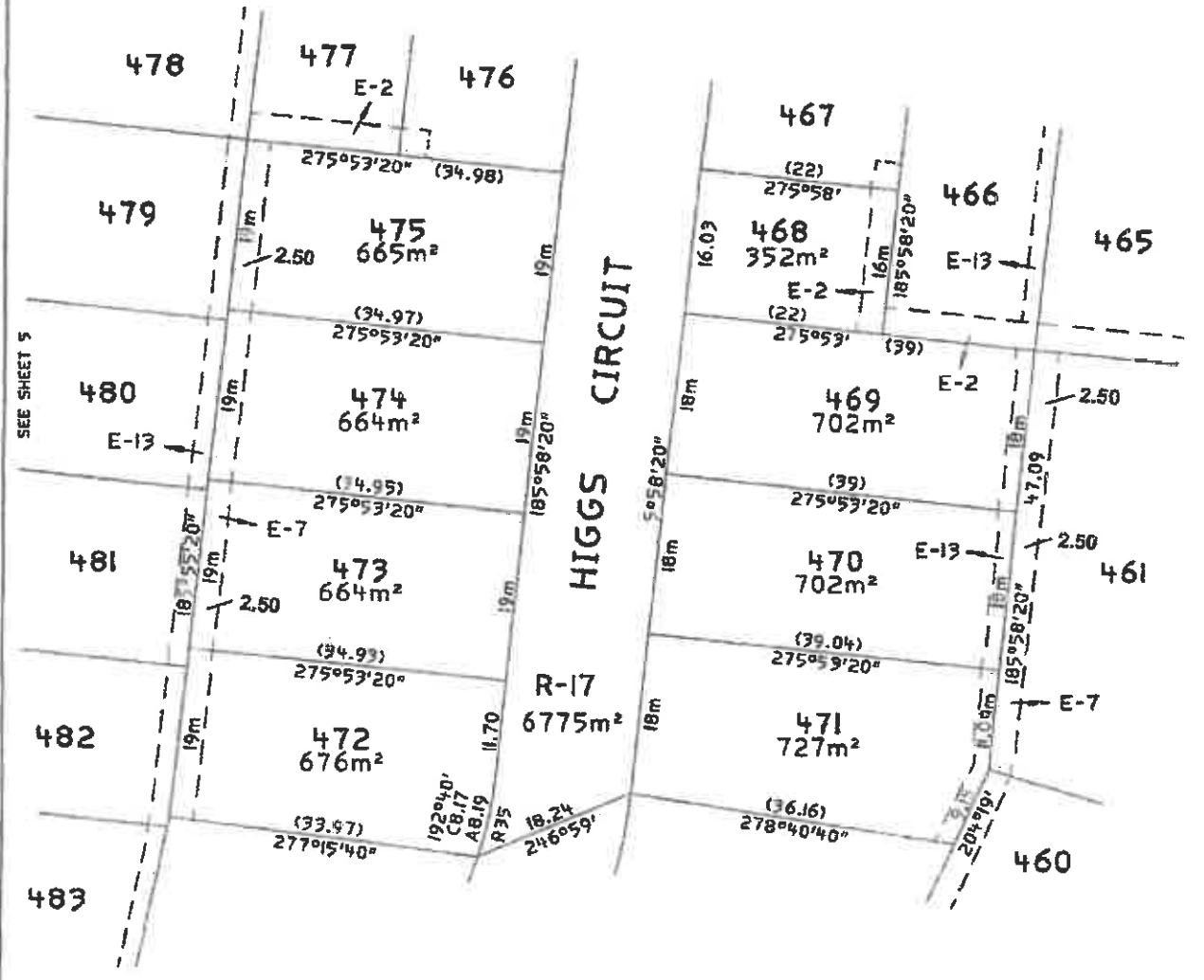
ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:500
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE _____
 REF 7204524 VERSION C

SHEET 36
 DATE _____
 COUNCIL DELEGATE SIGNATURE _____

| | | |
|---------------------|-----------|---------------------------------|
| PLAN OF SUBDIVISION | Stoge No. | Plan Number PS414713D |
|---------------------|-----------|---------------------------------|

A.M.G. ZONE 55



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SHEET 37

| | |
|-------------------------|------------------------------|
| ORIGINAL | SCALE |
| SHEET SIZE A3 | SCALE 1:500 |
| | <p>LENGTHS ARE IN METRES</p> |

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE ____/____/____
 REF **7204524** VERSION **C**

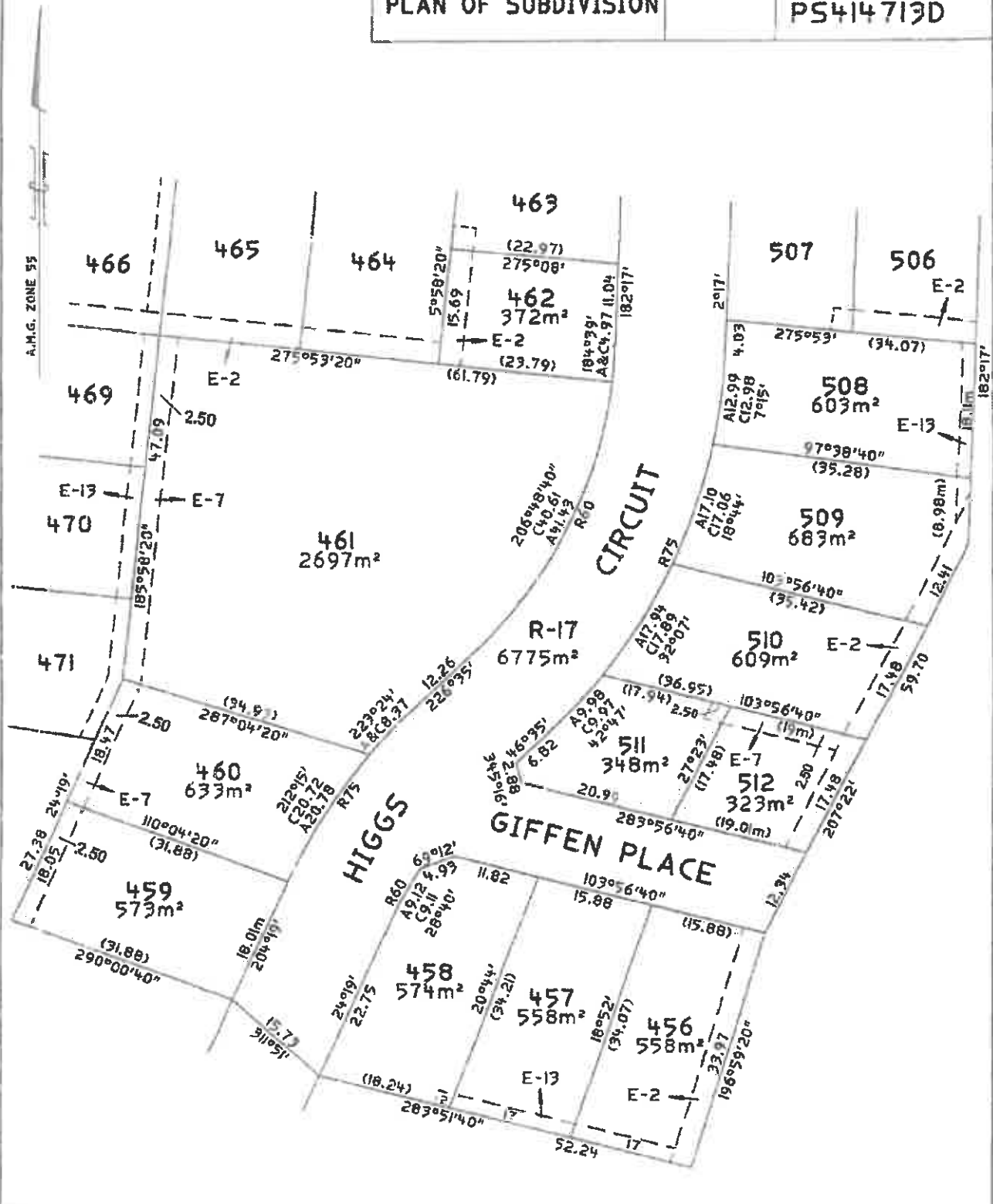
DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS414713D



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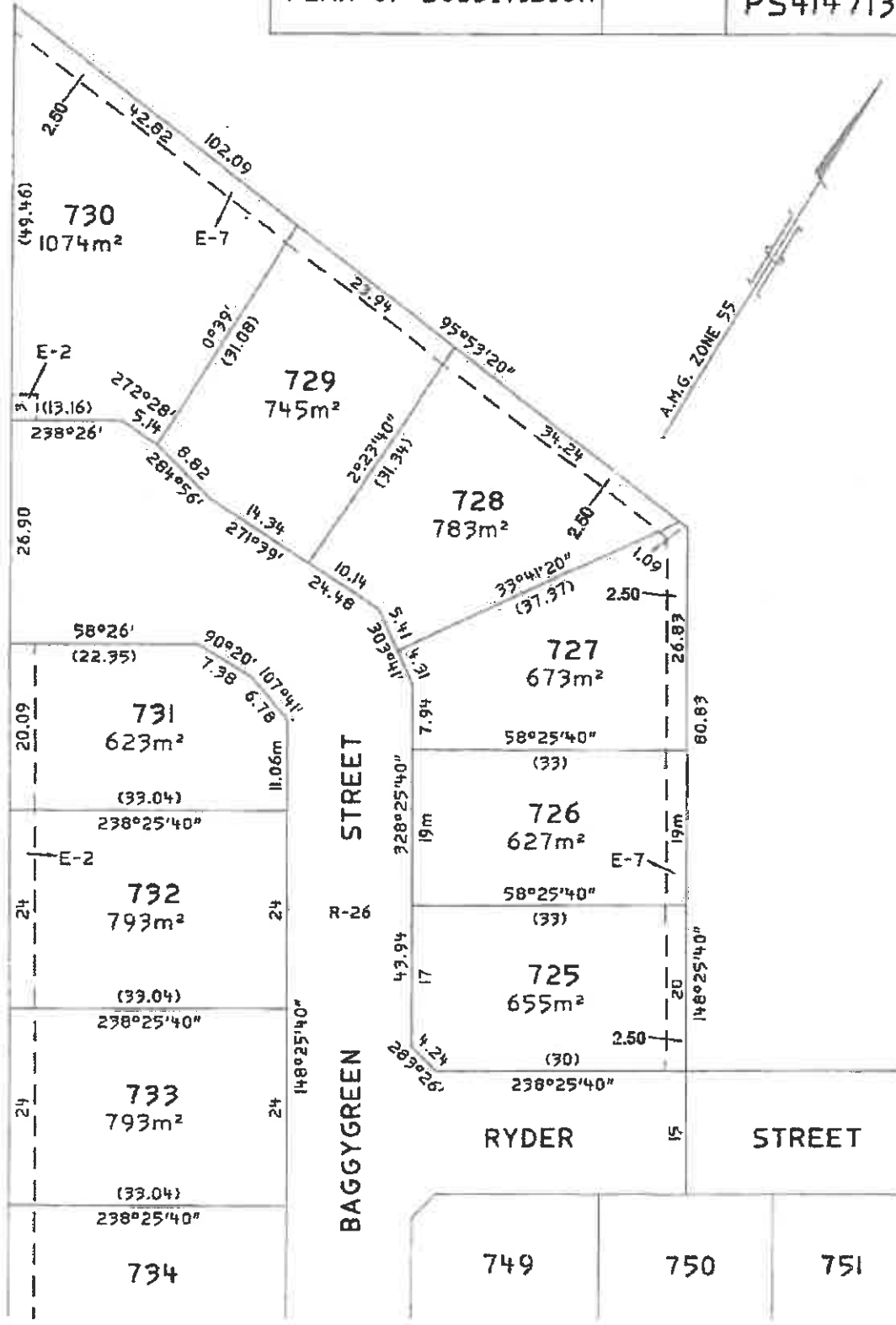
SHEET 38
 DATE
 COUNCIL DELEGATE SIGNATURE

| | |
|------------|-------|
| ORIGINAL | SCALE |
| SHEET SIZE | 1:500 |
| A3 | |

SCALE
 0 10 20
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE ____/____/____
 REF 7204524 VERSION C

| | | |
|----------------------------|-----------|---------------------------------|
| PLAN OF SUBDIVISION | Stage No. | Plan Number PS414713D |
|----------------------------|-----------|---------------------------------|

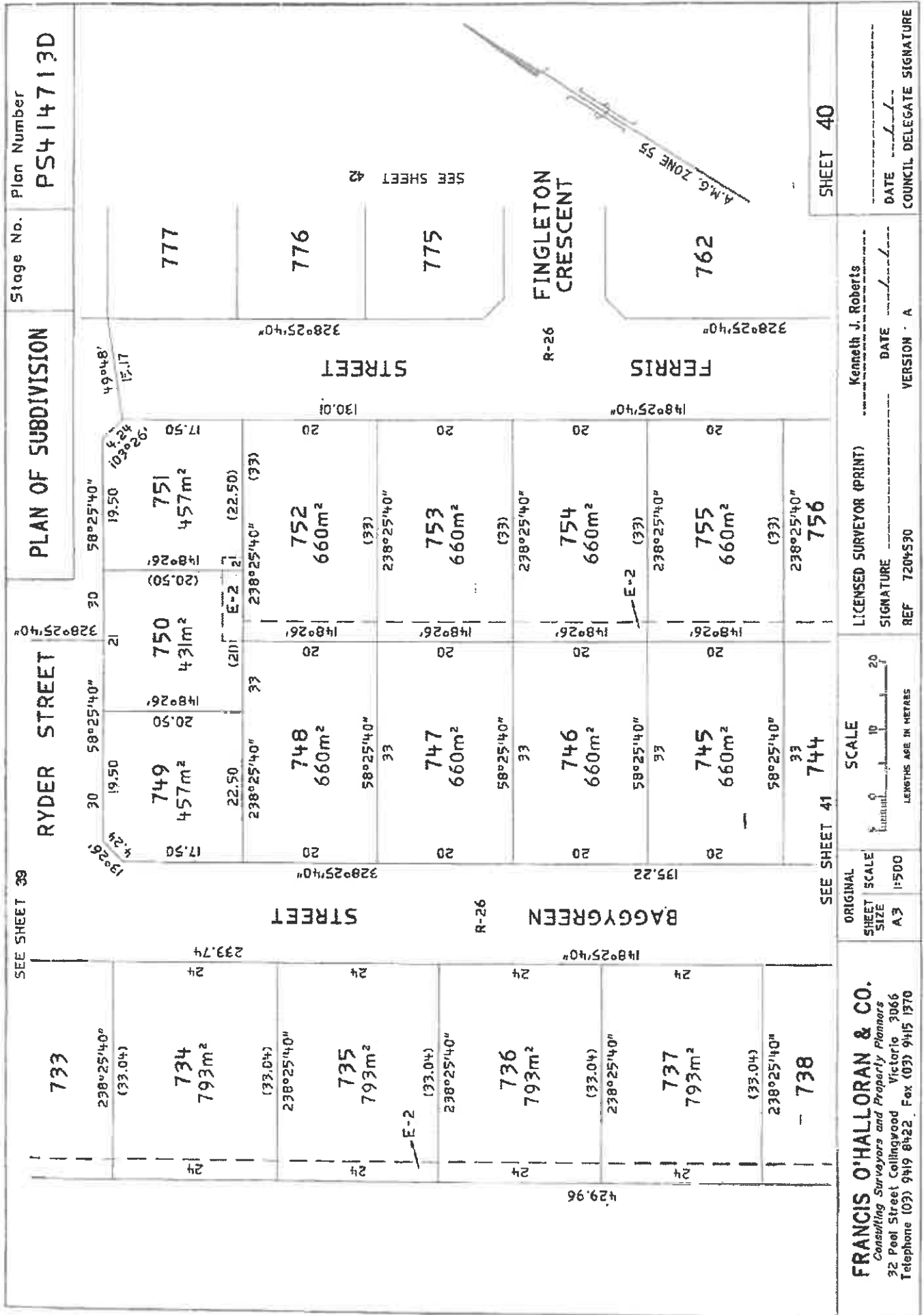


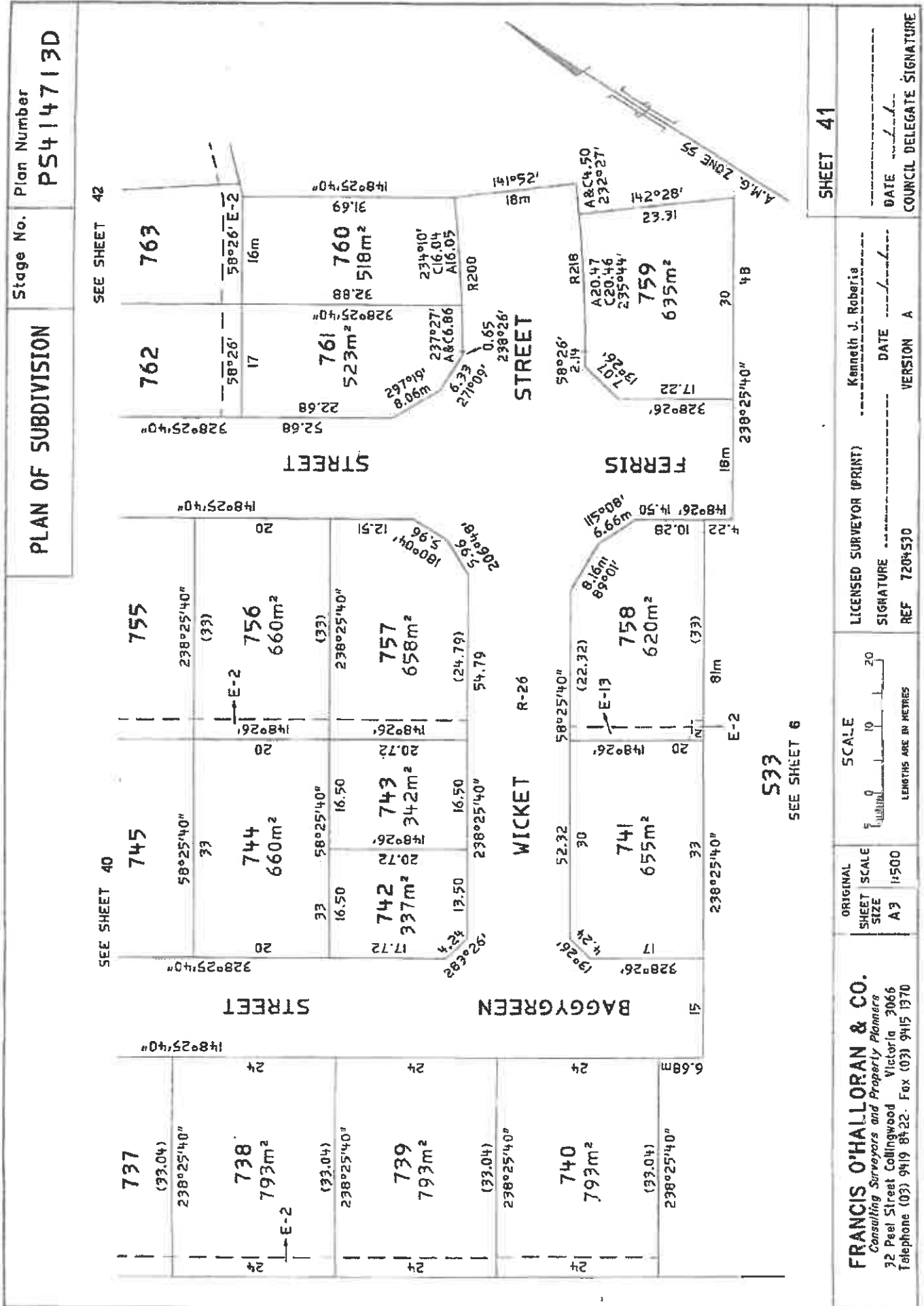
SEE SHEET 40

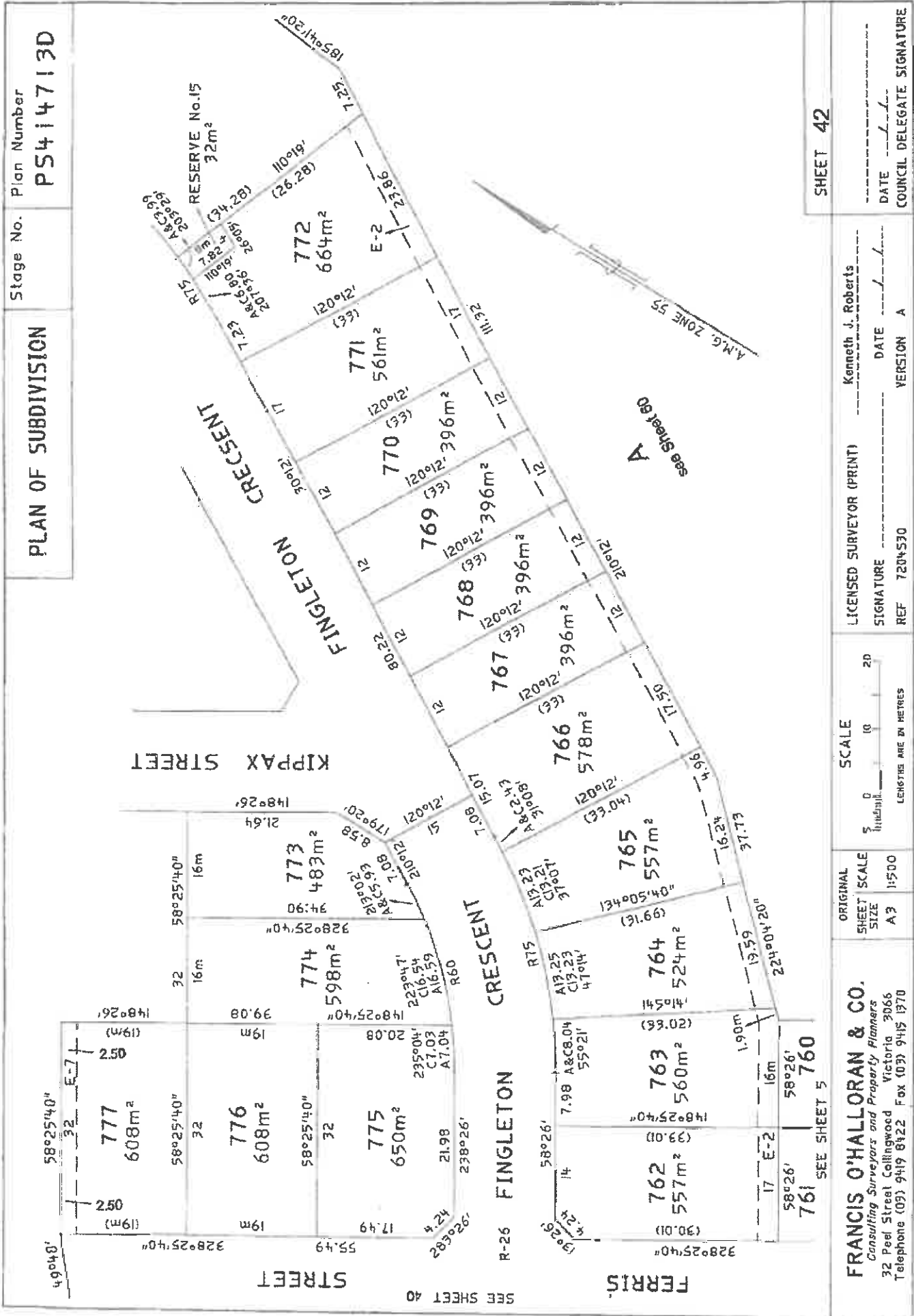
FRANCIS O'HALLORAN & CO.
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 32 Peel Street Collingwood Victoria 3066
 Telephone (03) 9419 8422 Fax (03) 9415 1370

| |
|--|
| SHEET 39 |
| LICENSED SURVEYOR (PRINT) <u>Kenneth J. Roberts</u> SIGNATURE _____ DATE <u> / / </u> REF 7204530 VERSION , A |
| DATE <u> / / </u> COUNCIL DELEGATE SIGNATURE _____ |

| | | |
|------------|-------|------------------------------------|
| ORIGINAL | SCALE | |
| SHEET SIZE | SCALE | 5 0 10 20 LENGTHS ARE IN METRES |
| A3 | 1:500 | |







PLAN OF SUBDIVISION

Stage No. **PS414713D**
Plan Number

SHEET 42

LICENSED SURVEYOR (PRINT) **Kenneth J. Roberts**
SIGNATURE _____ DATE _____
REF **7204530** VERSION **A** COUNCIL DELEGATE SIGNATURE _____

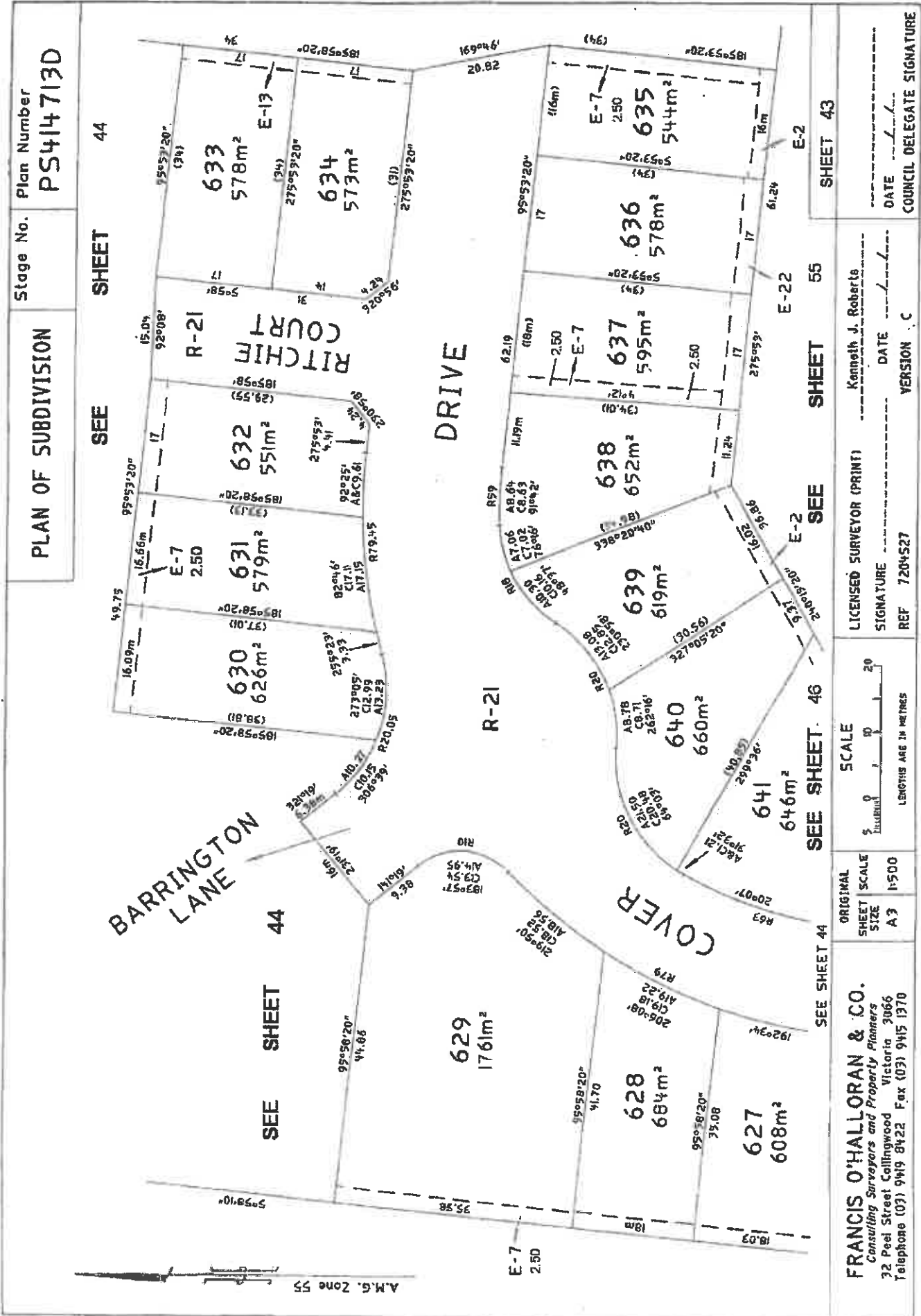
SCALE
0 10 20
LENGTHS ARE IN METRES

ORIGINAL SHEET SCALE
SIZE **A3** SCALE **1:500**

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SEE SHEET 40

SEE SHEET 5



PLAN OF SUBDIVISION

Stage No. PS414713D

SHEET 44

SEE SHEET 46

SEE SHEET 55

SEE SHEET 44

SEE SHEET 44

SEE SHEET 44

SEE SHEET 44

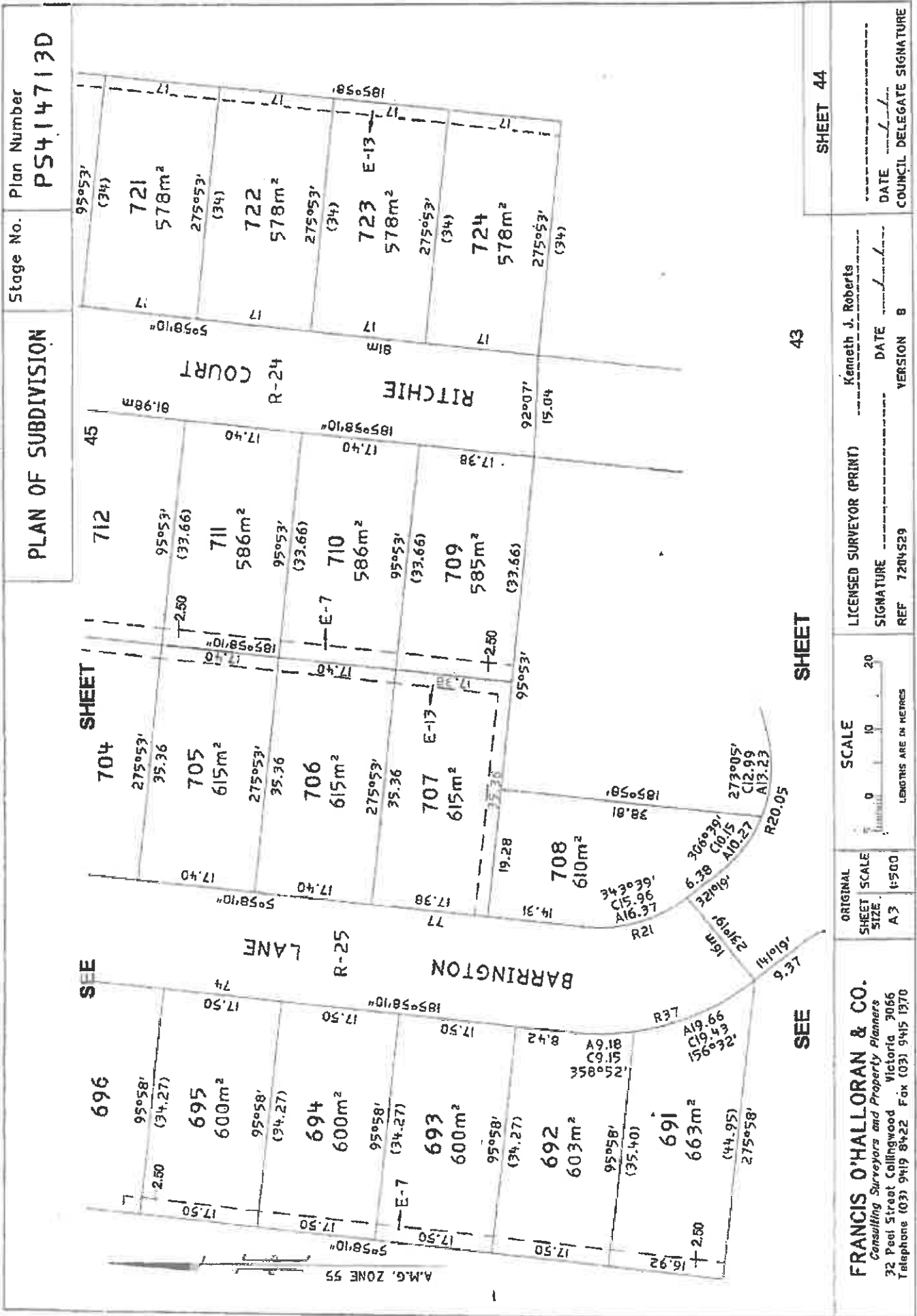
LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____
 REF 7204527
 DATE _____
 VERSION C
 COUNCIL DELEGATE SIGNATURE _____

ORIGINAL SHEET SCALE SIZE A3 1:500

SCALE
 0 10 20
 METRES
 LENGTHS ARE IN METRES

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SEE SHEET 44
 SEE SHEET 46
 SEE SHEET 55



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 Telephone (03) 9419 8422 Fax (03) 9415 1370

ORIGINAL SCALE
 SHEET SIZE A3



LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____
 REF 7204529

Kenneth J. Roberts

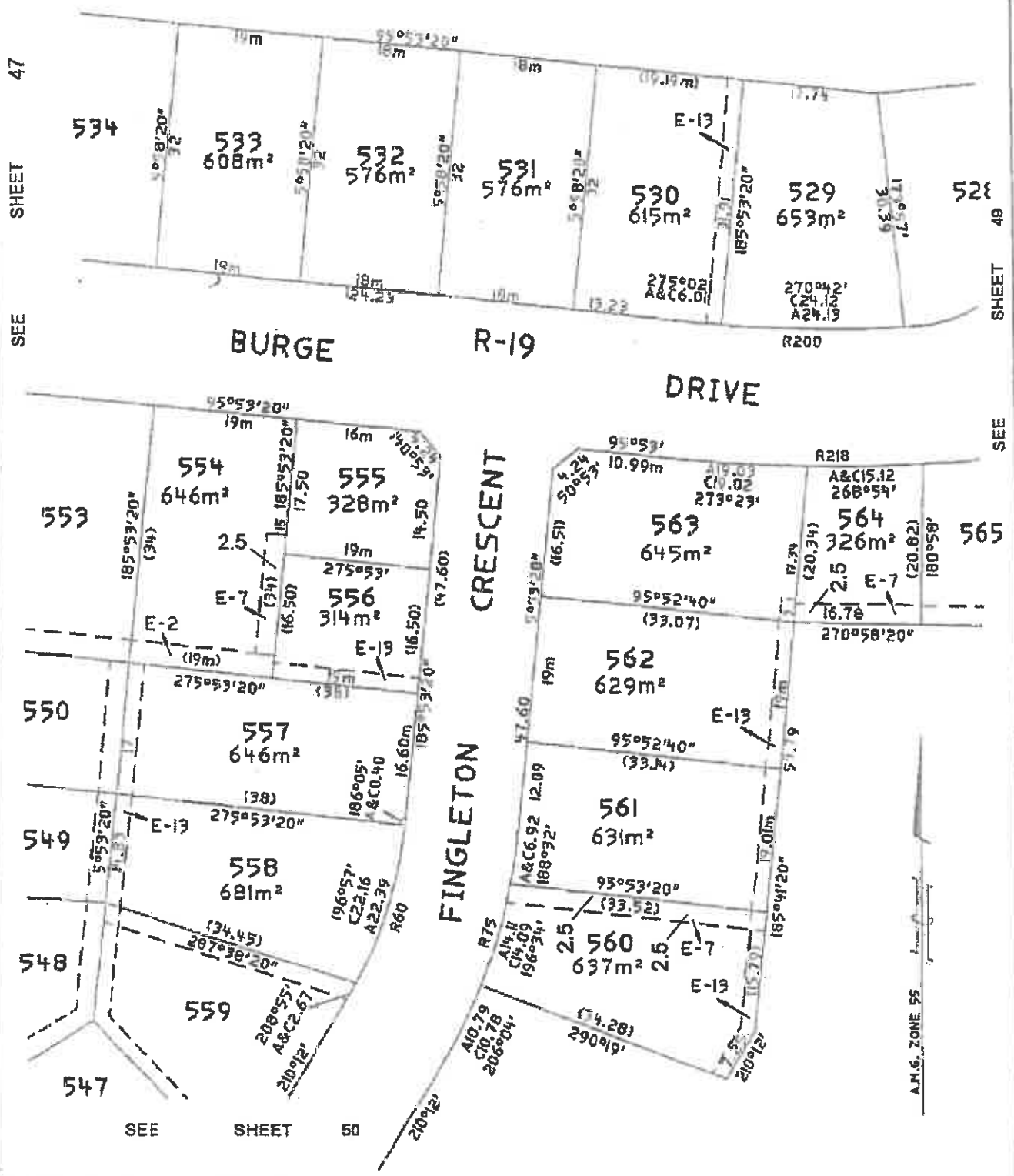
DATE _____
 COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

| | |
|-----------|------------------|
| Stage No. | Plan Number |
| | PS414713D |

SEE SHEET 47

SEE SHEET 49



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 Consulting Surveyors and Property Planners
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 Telephone (03) 9419 8422 Fax (03) 9415 1370

SHEET 48

DATE _____
 COUNCIL DELEGATE SIGNATURE _____

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:500
 LENGTHS ARE IN METRES

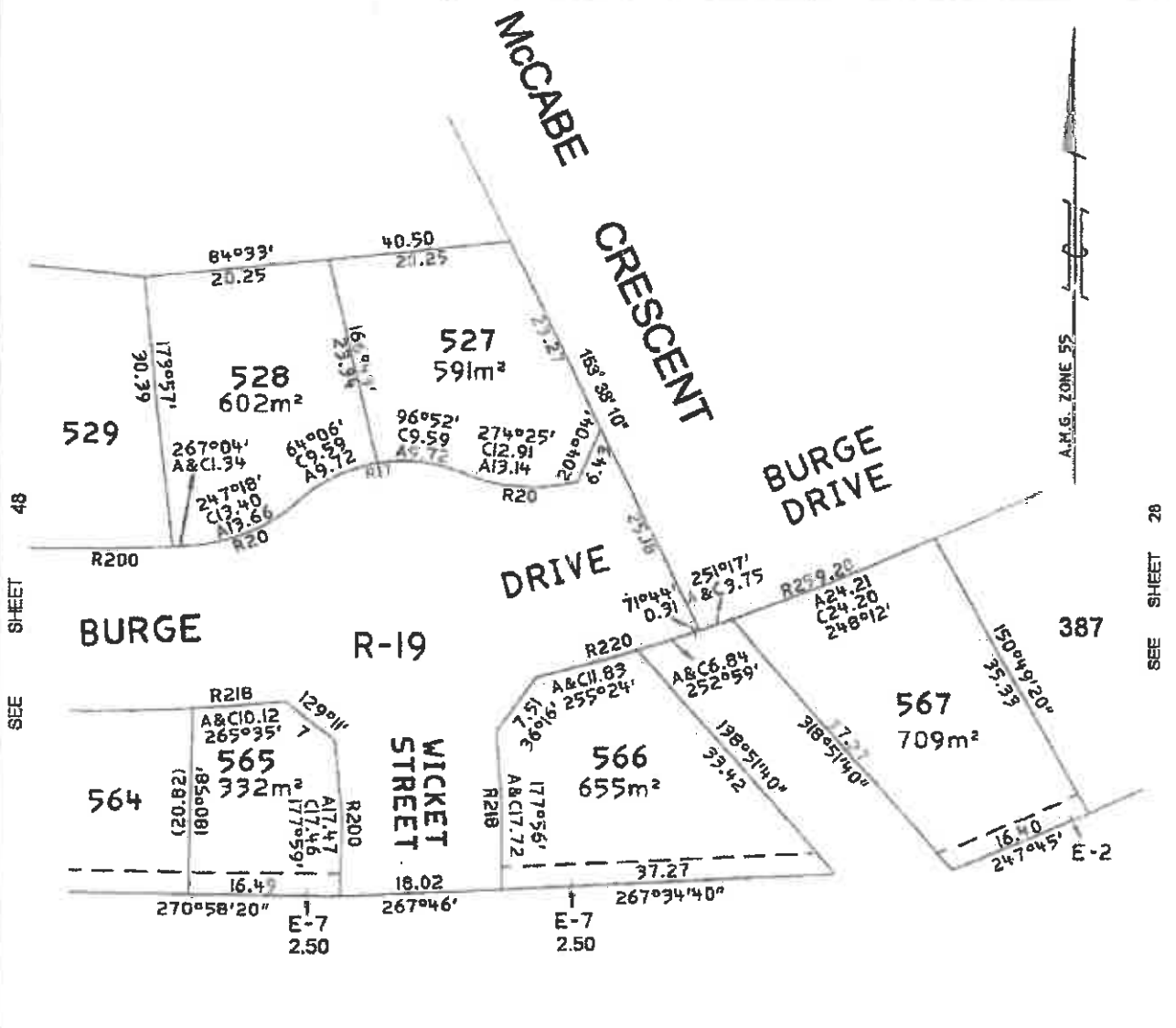
LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE _____
 REF 7204525 VERSION D

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS414713D



SEE SHEET 48

SEE SHEET 28

SEE SHEET 8

S33

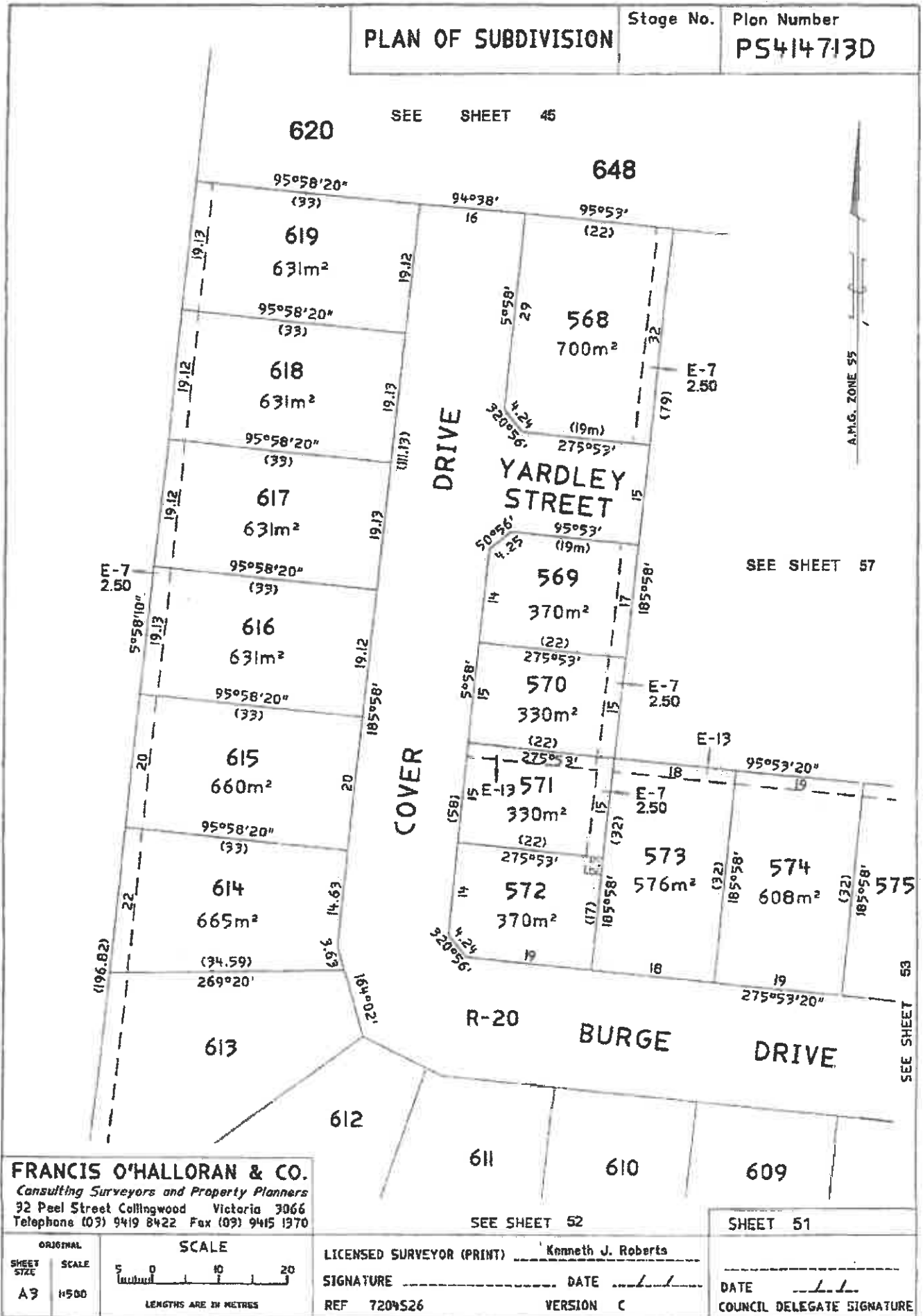
FRANCIS O'HALLORAN & CO.
 Consulting Surveyors and Property Planners
 32 Peel Street Collingwood Victoria 3066
 Telephone (03) 9419 8422 Fax (03) 9415 1370

SHEET 48

| | |
|-----------------------|-----------|
| ORIGINAL | SCALE |
| SHEET SIZE | 5 0 10 20 |
| A3 | 1:500 |
| LENGTHS ARE IN METRES | |

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE _____
 REF 7204525 VERSION D

DATE _____
 COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION Stage No. Plan Number
PS414713D

SEE SHEET 45

SEE SHEET 57

R-20

SEE SHEET 52

SEE SHEET 53

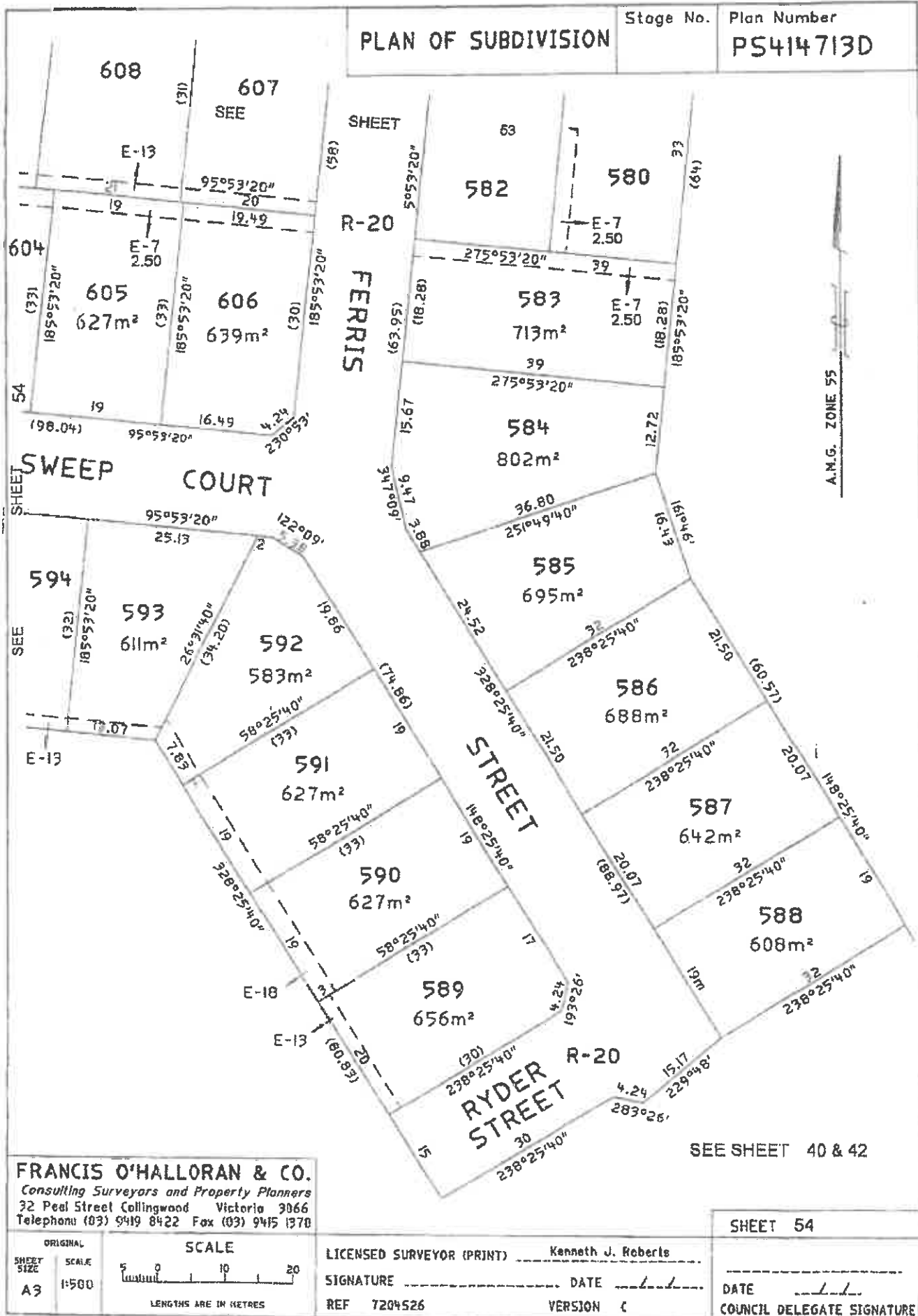
FRANCIS O'HALLORAN & CO.
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| | |
|---------------------|-------|
| ORIGINAL SHEET SIZE | SCALE |
| A3 | 1:500 |

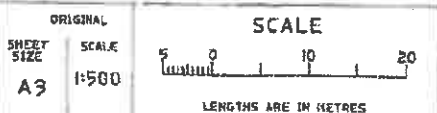
SCALE
0 10 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE _____
REF 7204526 VERSION C

SHEET 51
DATE _____
COUNCIL DELEGATE SIGNATURE _____



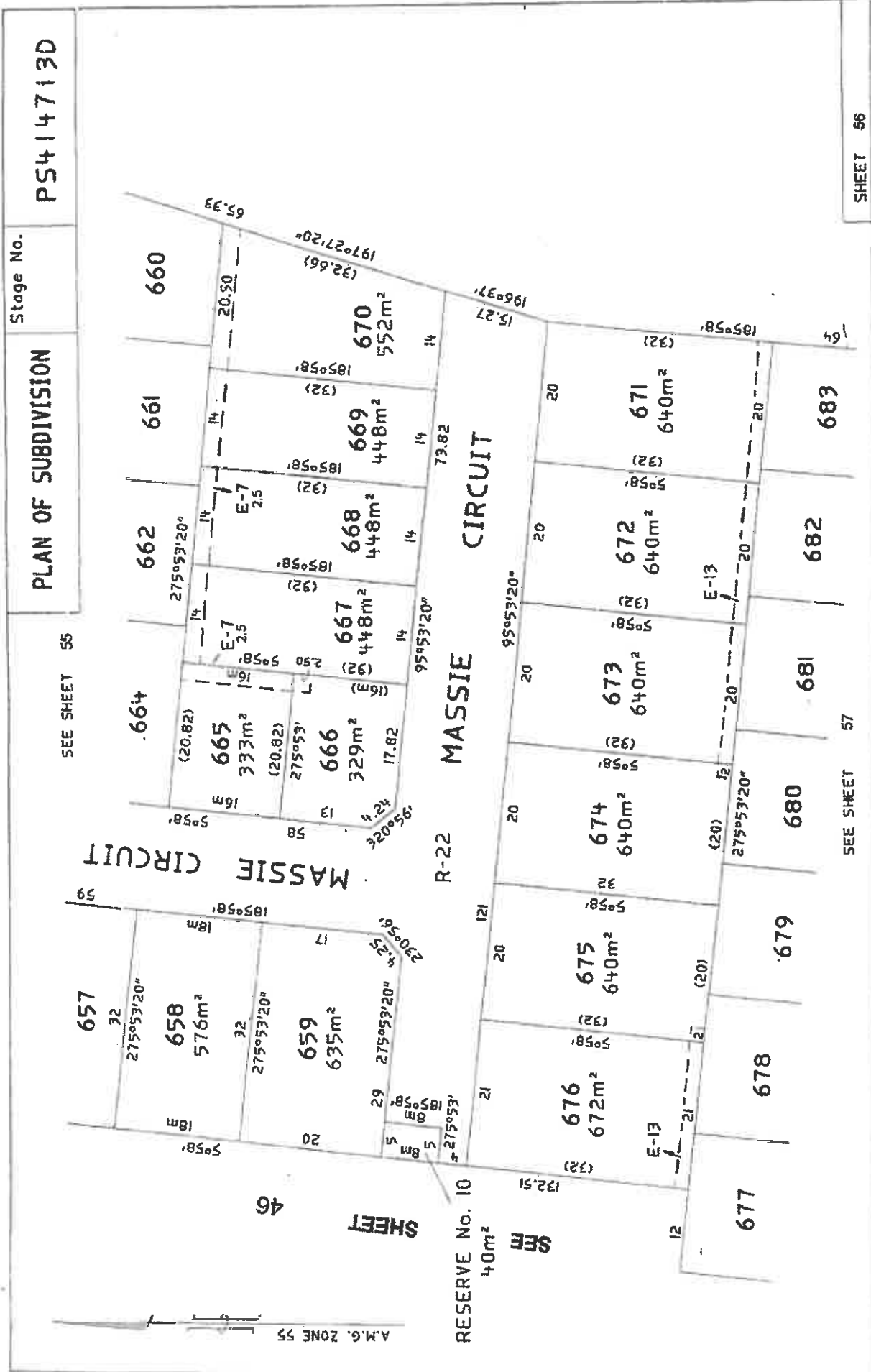
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 32 Peel Street Collingwood Victoria 3066
 Telephone (03) 9419 8422 Fax (03) 9415 1370



LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE _____
 REF 7204526 VERSION C

SHEET 54
 DATE _____
 COUNCIL DELEGATE SIGNATURE _____

SEE SHEET 40 & 42



Stage No. _____
 SHEET 56

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____
 DATE _____
 REF 7204528
 VERSION E

SCALE
 0 10 20
 METRES
 LENGTHS ARE IN METRES

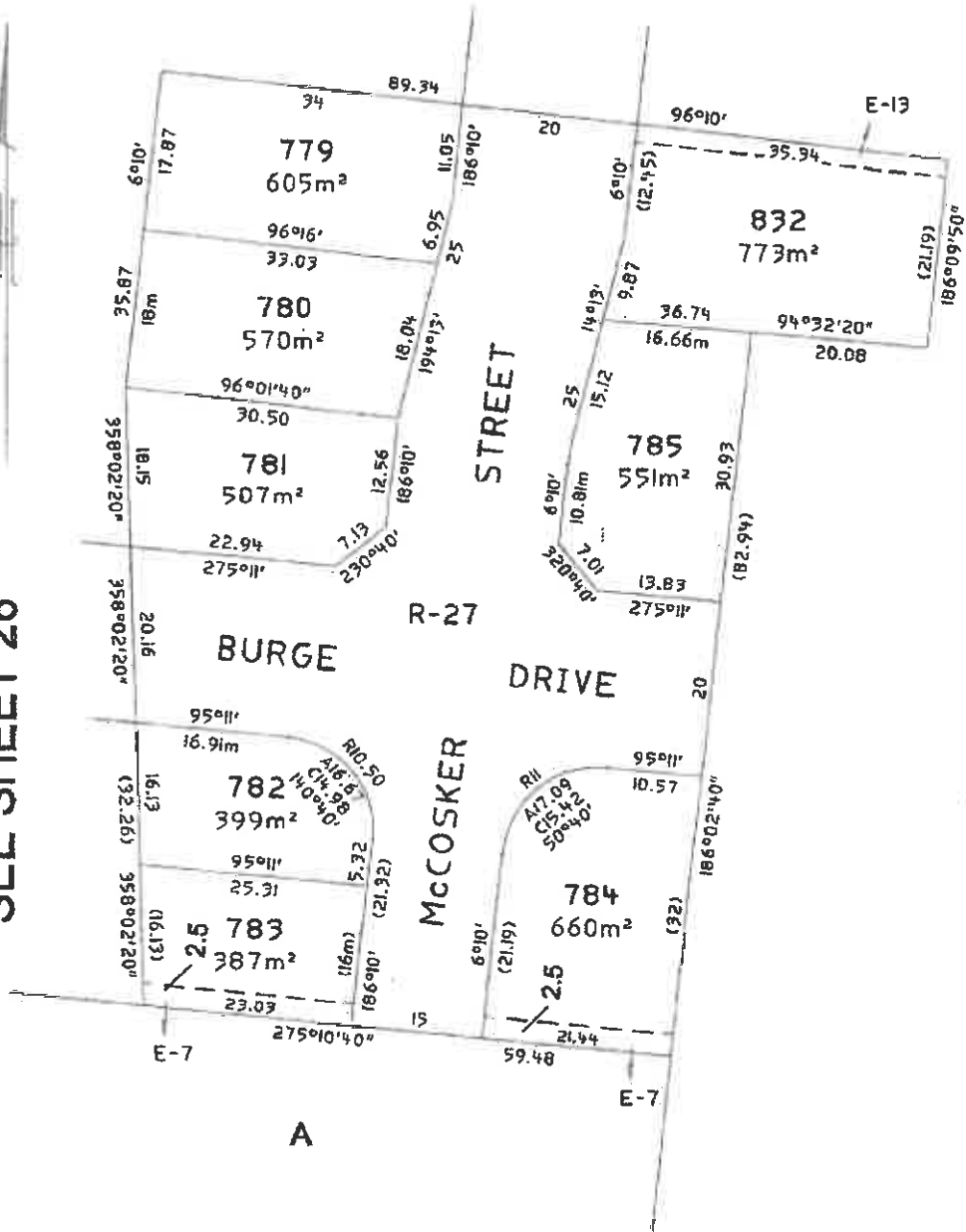
ORIGINAL SHEET SCALE
 SIZE A3
 1:500

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PLAN OF SUBDIVISION Stage No. Plan Number
PS414713D

SEE SHEET 28

A.M.G. Zone 55



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SHEET 59

ORIGINAL SCALE
SHEET SIZE A3 1:500
SCALE
0 10 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE _____
REF 7204531 VERSION 8

DATE _____
COUNCIL DELEGATE SIGNATURE _____

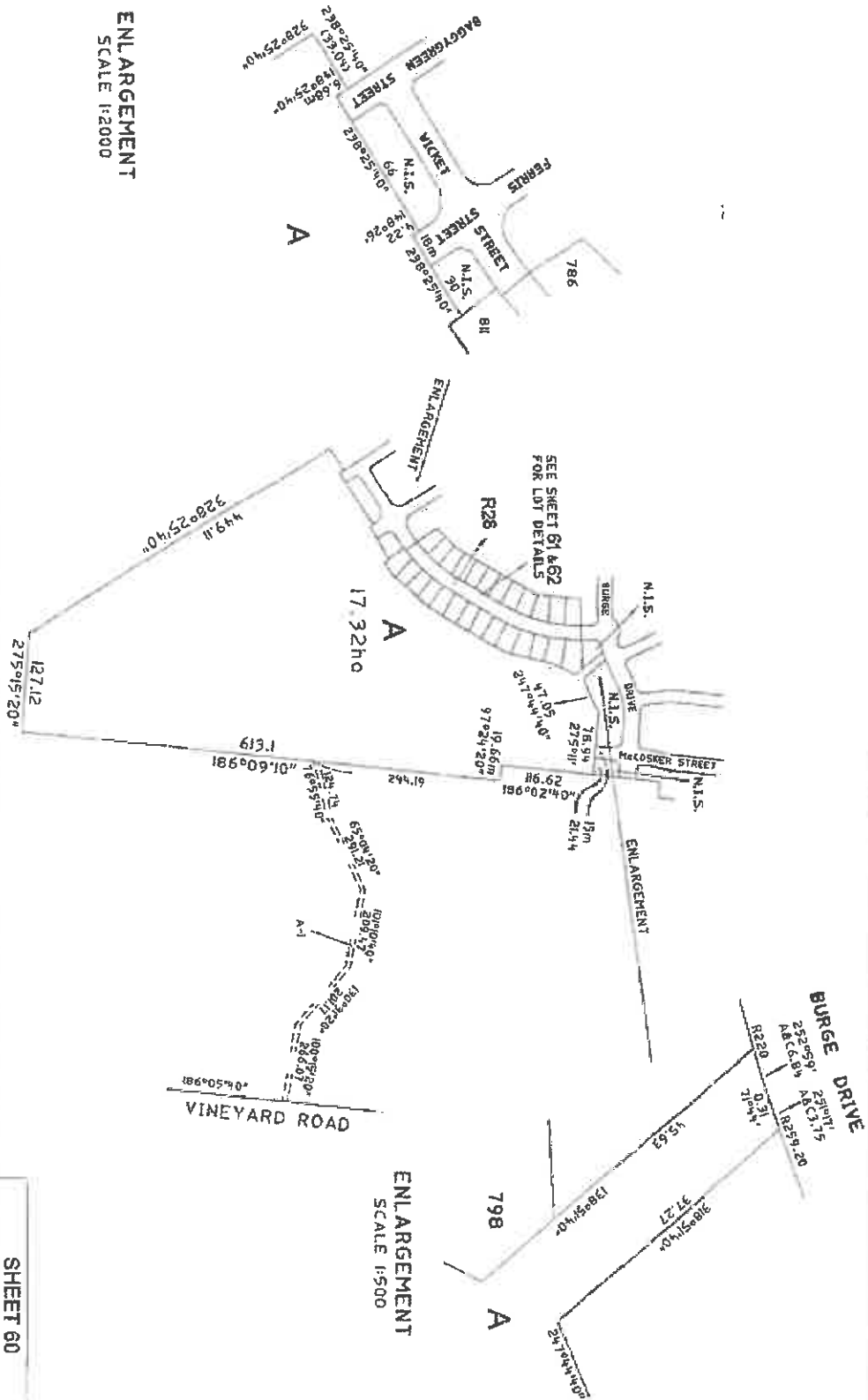
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS414713D

A.M.G. ZONE 55



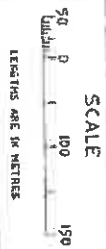
ENLARGEMENT
SCALE 1:2000

ENLARGEMENT
SCALE 1:500

SHEET 60

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32 Peet Street Collingwood Victoria 3066
Telephone (03) 9415 8422 Fax (03) 9415 1370

ORIGINAL SHEET SIZE A3
SCALE 1:5000

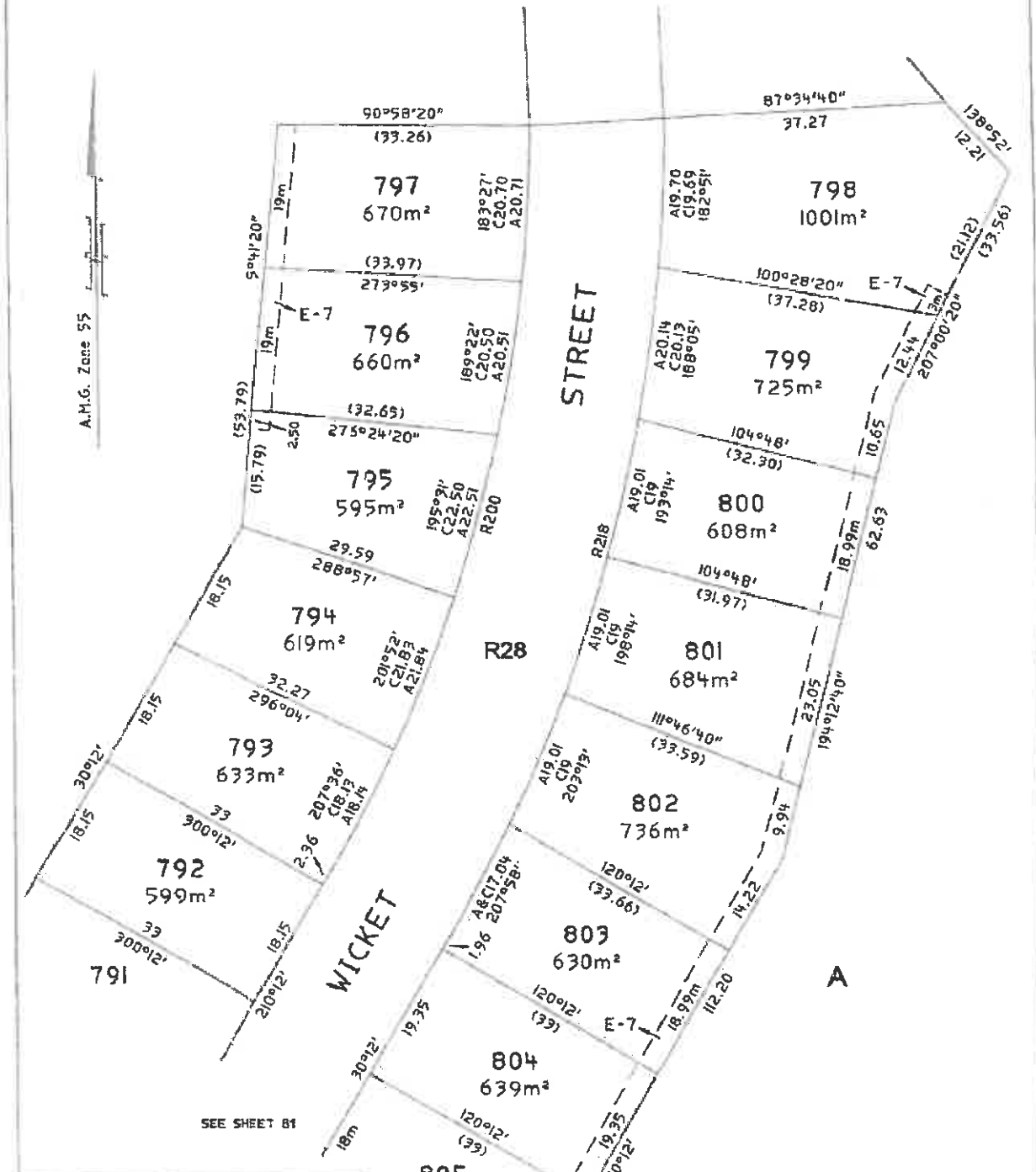


LICENSED SURVEYOR (PRINT) *Kenneth J. Roberts*
SIGNATURE _____
DATE _____
VERSION A

DATE _____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

| | |
|-----------|------------------|
| Stage No. | Plan Number |
| | PS414713D |



A.M.G. Zone 55

SEE SHEET 81

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SHEET 62

| | |
|-------------------------------------|--|
| ORIGINAL SHEET SIZE A3 | <p style="text-align: center;">SCALE</p> <p style="text-align: center;">5 0 10 20</p> <p style="text-align: center;">LENGTHS ARE IN METRES</p> |
|-------------------------------------|--|

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
 SIGNATURE _____ DATE / /
 REF 7204539 VERSION A

DATE _____
 COUNCIL DELEGATE SIGNATURE _____

PS414713D

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

SHEET 63

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN
 MASTER PLAN (STAGE 1) REGISTERED DATE 9/8/99 TIME 4.35PM

PLAN NUMBER
PS414713D

| AFFECTED LAND/PARCEL | LAND / PARCEL / IDENTIFIER CREATED | MODIFICATION | DEALING NUMBER | DATE | TIME | EDITION NUMBER | ASSISTANT REGISTRAR OF TITLES |
|----------------------|---|---------------------|----------------|-------------|---------|----------------|-------------------------------|
| LOT S8 | LOTS 237 TO 239, & ROAD R2 | STAGE 8 | W95754A | 9/8/99 | 4.37PM | 2 | GJN |
| LOT S9 | LOTS 32 TO 38, 41 TO 46, 147 TO 151, 154, 155 & ROAD R3 | STAGE 9 | W95755W | 9/8/99 | 4.40 PM | 2 | GJN |
| LOT S10 | LOTS 26 TO 31, 136 TO 146 & ROAD R4 | STAGE 10 | W 95756T | 4 - 10 - 99 | 1:00 | 3 | GJN |
| LOT S11 | LOTS 186 TO 197, 199 TO 203, 223, 224, 240 TO 246, S12, S13 & ROAD R5 | STAGE 11 | W652208J | 15 / 6 / 00 | 11.20AM | 4 | AD |
| LOT S13 | LOTS 178 TO 185, 219 TO 222, ROAD R6 & RESERVE No.2. | STAGE 13 | W652214S | 15 / 6 / 00 | 11.35AM | 4 | AD |
| LOT S12, ROAD R5 | | REMOVAL OF EASEMENT | X 497399F | 14 - 6 - 01 | | 5 | |
| LOT S12 | LOTS 172-171, 204-218, 247-251, 232-236, 273, 274, S15, S16, S17, S20, ROAD R8 & RESERVE No.4 | STAGE 14 | X30891E | 21/6/01 | | 6 | GJN |
| LOT S20-- | LOTS 156-171(B), 227-231(B), ROAD R7 & RESERVE No 3 | STAGE 12 | X432278B | 8/10/01 | 9.55AM | 7 | GJN |
| LOT S16 | LOT 252-266(B), 301, 302 & ROAD R9 | STAGE 16 | PS414713D/D16 | 19/02/02 | | 8 | GJN |
| THIS PLAN | | REMOVAL OF EASEMENT | AB078359J | | | 8 | GJN |
| LOTS S15 & S17 | LOTS 283 TO 300, S18, S19 & R10 | STAGE 15 | PS414713D/S15 | 13/05/02 | 7.15PM | 9 | Greg Newnman |

WARNING: THE IMAGE OF THIS PLAN HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL.

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 8/9/99 TIME 4.35PM

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER

PS414713D

| AFFECTED LAND/PARCEL | LAND/PARCEL IDENTIFIER CREATED | MODIFICATION | DEALING NUMBER | DATE | TIME | EDITION NUMBER | ASSISTANT REGISTRAR OF TITLES |
|----------------------|---|----------------|-------------------------------|----------|--------|----------------|-------------------------------|
| LOT S19 | LOTS 303-341(BI) & ROAD R12 | STAGE 17 | PS414713D/S17 | 9/08/02 | 1.55PM | 10 | Greg Newman |
| LOTS S18 & S22 | LOTS 267-272 (BI), 275-282 (BI), 342-359 (BI), S21, S23 & ROADS R-11 & R-13 | STAGES 18 & 19 | PS414713D/S18 & PS414713D/S19 | 3/02/03 | | 11 | ARH |
| LOT S23 | LOTS 360-366(BI), 367-396(BI), S24, RESERVE NO.6 & ROAD R4 | STAGE 21 | PS414713D/S21 | 16/05/03 | | 12 | GMR |
| LOT S24 | LOTS 366, 397-444, S25 & R5 | STAGE 22 | S22 | 1/12/03 | | 13 | RH |
| LOT S26 | LOTS 456-515 (BI), S27, ROADS R-17 & R-18 & RESERVE No. 8 | STAGE 24 | PS414713D/S24 | 15/6/04 | | 14 | IRM |
| LOT S27 | LOTS 527-567 (bi), S28 & ROAD R-19 | STAGE 25 | PS414713D/S25 | 22/9/04 | | 15 | R.W.G. |
| LOT S28 | LOTS 568 - 619 (b.i.), S29, S30 & ROAD R-20 | STAGE 26 | PS414713D/S26 | 22/03/05 | | 16 | N. NG |
| LOT S29 | LOTS 620 - 648 (BI), S31, S32 RES No 9 & ROAD R-21 | STAGE 27 | PS414713D/S27 | 10/05/05 | | 17 | S.J.B. |
| LOT S31 | LOTS 649-690 (B.I.) RES No.10 & ROADS R22-R23 | STAGE 28 | /28 | 15/8/05 | | 18 | RH |

PLANNING PROPERTY REPORT



Printed from www.planning.vic.gov.au on 26 March 2023 10:01 AM

PROPERTY DETAILS

Address: **17 MASSIE CIRCUIT SUNBURY 3429**
Lot and Plan Number: **Lot 665 PS414713**
Standard Parcel Identifier (SPI): **665\PS414713**
Local Government Area (Council): **HUME** www.hume.vic.gov.au
Council Property Number: **656504**
Planning Scheme: **Hume** [Planning Scheme - Hume](#)
Directory Reference: **Melway 381 G7**

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**

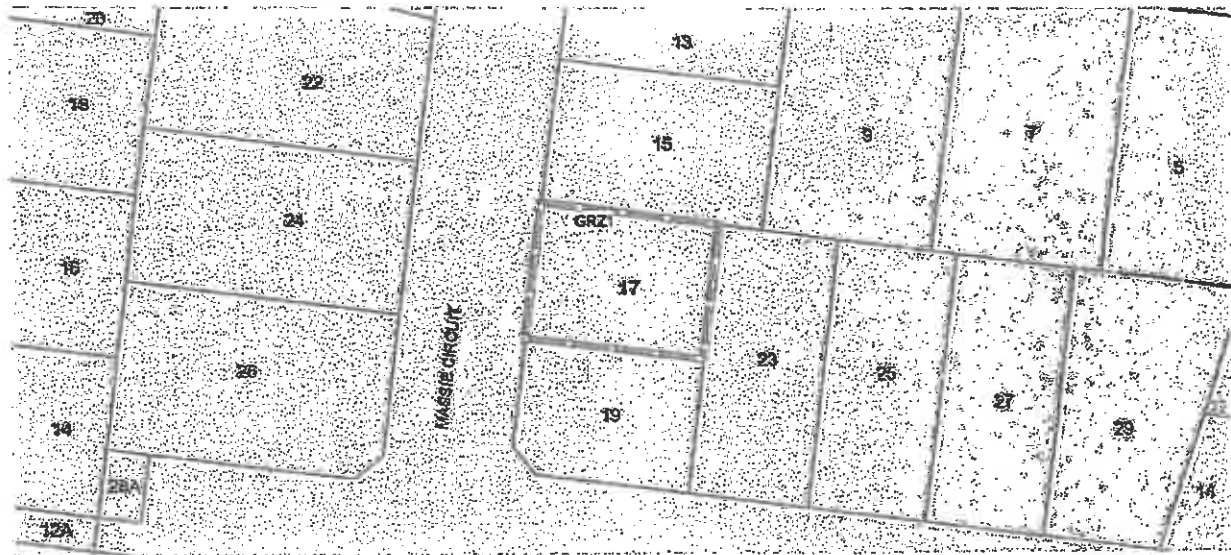
OTHER

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

[View location in VicPlan](#)

PLANNING OVERLAYS

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



GRZ - General Residential

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

PLANNING OVERLAYS

No planning overlay found

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Read the full disclaimer at <https://www.vic.gov.au/about-us/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 82C (b) of the Sale of Land 1982 (Vic).

PLANNING PROPERTY REPORT



Planning scheme data last updated on 23 March 2023.

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

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

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

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

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

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PLANNING PROPERTY REPORT

DESIGNATED BUSHFIRE PRONE AREAS

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

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

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



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

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

Create a BPA definition plan in [VicPlan](https://www.vic.gov.au/vicplan/) to measure the BPA.

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

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

NATIVE VEGETATION

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvm.delve.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au/) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au/)

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Read the full disclaimer at <https://www.delve.vic.gov.au/nvm/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 1982 (Vic).



ABN 14 054 354 856

Your rates and valuation notice

For the period 1 July 2022 to 30 June 2023

Enquiries: 9205 2200



K P TANTI
17 MASSIE CCT
SUNBURY VIC 3429

PROPERTY NUMBER: 656504
PAYMENT REFERENCE: 9610866
DATE OF ISSUE: 26/08/2022



For emailed notices:
hume.enotices.com.au
Reference: 6599E7FEPP

026
R0_2786040

| PROPERTY DETAILS | | |
|--|------------------------|-------------------|
| 17 MASSIE CCT SUNBURY VIC 3429 Lot 665 PS 414713D Vol 10894 Fol 348 110-DWELLING | | |
| Site Value | Capital Improved Value | Net Annual Value |
| \$258,000 | \$474,000 | \$23,700 |
| Level of Value Date: 01/01/2022 Date Adopted for Rating Purposes: 01/07/2022 <small>* Council has been appointed agent to collect these funds on behalf of the Victorian Government.</small> | | |
| RATES, CHARGES AND REBATES | | |
| General Rate | 0.0029513 x \$474,000 | \$1,398.90 |
| Fire Service Levy Residential Fixed* | | \$117.00 |
| Fire Service Levy Residential Variable* | .000053 x \$474,000 | \$25.10 |
| Total Amount Due | | \$1,541.00 |

| |
|--------------------------------|
| INSTALMENT 1 |
| \$306.00 Payable 30/09/2022 |
| INSTALMENT 2 |
| \$385.00 Payable 30/11/2022 |
| INSTALMENT 3 |
| \$385.00 Payable 28/02/2023 |
| INSTALMENT 4 |
| \$385.00 Payable 31/05/2023 |

AVOID LATE PAYMENT INTEREST BY PAYING YOUR RATES ON TIME. PAYMENT PLANS ARE AVAILABLE.

HOW TO PAY

BPAY (Bpay View Registration No: 9610866)
Access Bpay via your internet banking
BILLER CODE: 12500
REF: 9610866

POST-BILLPAY
BILLPAY CODE: 0062
REF: 9610866

ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

DIRECT DEBIT
Register online at hume.vic.gov.au/rates to arrange automatic payment of your account

IN PERSON
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.

MAIL
Send this slip with your cheque made payable to Hume City Council, PO Box 119 Dallas 3047

*6629610866

IMPORTANT INFORMATION FOR RATEPAYERS

RAISING YOUR PAYMENT NOTICE

Hume City Council's rates and charges for 2022/23 are payable in four instalments. Instalment amounts and due dates are detailed on the front of this notice. Reminders will be issued for the second, third and fourth instalment due dates.

HOW TO PAY YOUR RATES

Rates and charges may be paid in four or nine monthly instalments via direct debit. To apply, use the attached direct debit form and mail it to Council by 23 September 2022. Please note, your account must be paid up to date to apply. The first payment will be deducted on 30 September 2022 with further payments as per your payment arrangement. If your payment due date falls on a weekend or public holiday, the payment will be processed the next business day.

PAID IN FULL OR BEFORE DUE DATES

Any amount may be paid at any time provided the full amount of each instalment is paid before each due date.

PAID IN FULL OR BEFORE DUE DATES

All payments will be credited in the following order: legal costs, interest, overdue rates and charges, current rates and charges.

FINANCIAL HARDSHIP SUPPORT

To apply for a payment plan, change an existing one or advise of extreme financial hardship, complete our online application form at hume.vic.gov.au/rates

LATE PAYMENT INTEREST

Instalments not paid on or before each of the due dates will be charged interest from the due date and will accrue interest until the instalment and interest are paid. Penalty interest is charged at 10% per annum as provided for in the *Penalty Interest Rates Act 1983*.

FIRE SERVICES PROPERTY LEVY (FSPL)

Council must collect the Fire Services Property Levy. If the leviable land is rateable land, or if it is classed as residential for FSPL purposes but is not rateable land, you may apply for a waiver, deferral or concession in accordance with section 27 & 28 of the *Fire Services Property Levy Act 2012*.

LAND WITH MULTIPLE ENTERPRISES

Where multiple parcels of farm land are used to operate a single farming enterprise, you may only be required to pay the FSPL fixed charge once by applying for the single farming enterprise exemption. Apply online at hume.vic.gov.au/rates

RATE CAP

Council has complied for with Victorian Government's rate cap of 1.75%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

CHANGES OF PROPERTY OWNERSHIP

All changes of ownership or postal address must be notified to Council in writing.

APPEAL AGAINST VALUATION

Objections to Council's valuation of your property including the AVPC can be made under section 17 of the *Valuation Land Act 1960*. Objections must be made within two months of this notice being issued. A form is available at hume.vic.gov.au/rates. Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates. Any overpayments will be refunded. The valuations shown on this notice are assessed on values calculated at 1 January 2022. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by the Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Health Care Cards are not eligible. Council also provides an additional \$40 rebate on top of the State Government rebate. Apply online at hume.vic.gov.au/rates

AGRICULTURAL REDUCED RATE REBATE

Landholders with properties larger than 2 hectares that are used as an agricultural business can apply for the annual 30% discount off the general rate. Owners will need to provide evidence of agricultural business use and suitable land management practices. For details visit hume.vic.gov.au/REP

PRIVACY STATEMENT

All personal information collected by Council will be used for Council business purposes and kept confidential. It will not be shared with third parties unless Council is required to disclose the information under other legislation or it is deemed reasonable under the circumstances, including notices to fence. You may access your information by contacting Council. For further details see Council's information Privacy Policy online.

Date rates declared - 27 June 2022

Acknowledgement of Country

Hume City Council acknowledges the Gunung-William Balluk of the Wurundjeri as the Traditional Custodians of this land.

HumeLink

Hume City Council
and any other telephone information services.
General enquiries: Telephone 0245 3200

| | | | |
|-----------------------------|-----------|---------------------------------|-----------|
| المعلومات باللغة العربية | 0279 0215 | De informatie in het Nederlands | 0279 0220 |
| معلومات باللغة الهندية | 0279 0225 | Para información en español | 0279 0221 |
| Za informaciju na bosanskom | 0279 0216 | Tarigo Mijljin | 0279 0222 |
| Za informaciju na hrvatskom | 0279 0217 | Матић Ђић Шинг Јин Шинг Вип | 0279 0223 |
| For information in Italian | 0279 0218 | For other languages... | 0279 0224 |



Up to two free waste disposal passes for every household

Bring a copy of this notice to one of our resource recovery centres to redeem your pass. For conditions and further information go to hume.vic.gov.au/waste

Valid from 1 October 2022 to 30 September 2023 only.

PAYMENTS

Receipts will not be forwarded for payments received in the mail. Please return this portion only.

PROPERTY LOCATION 17 MASSIE CCT SUNBURY VIC 3429

RATEPAYER K P TANTI

PROPERTY NUMBER INSTALMENT

656504 \$386.00





**Greater
Western
Water**



024

CLC Conveyancing
PO Box 692
SUNBURY VIC 3429

ABN 70 066 902 467
36 Macedon Street Sunbury
LOCKED BAG 350 SUNSHINE VIC 3020

Call 13 44 99
www.gww.com.au
contact@gww.com.au



Information Statement

Water Act 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2023 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Property Address: 17 MASSIE CCT, SUNBURY VIC 3429

Title(s): Lot 665, Plan of Subdivision 414713, Volume 10894, Folio 348

Owner(s): Tanti, Kane Paul

Comments:

There are no Comments applicable to this property

Account Calculation:

| | |
|---|-----------------|
| Charges Previously Billed: | \$352.42 |
| Current Charges (see over for details): | \$0.00 |
| Total Amount Owing to 30-June-2023 | \$352.42 |

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

Please email the Notice of Acquisition/Disposition to Greater Western Water within 14 days of settlement.

Property No: 19-1809-0700

Property Address: 17 Massie Cct, Sunbury VIC 3429

Current Charges for services provided and their tariffs:

METERED SERVICE: 54733 (20mm) Meter Number: 058864959

Water Volume: Read _____ - Prev. Read 2083 (22/03/23) = _____ kL
Water Volume Charged: _____ kL = _____ kL
Water Volume Charge(Step 1, 2022-23): _____ kL @ 209.67¢ per kL = \$_____
Water Volume Charge(Step 2, 2022-23): _____ kL @ 278.20¢ per kL = \$_____
Water Volume Charge(Step 3, 2022-23): _____ kL @ 393.64¢ per kL = \$_____

All Charges have been raised for the current year ending 30th June 2023.
Refer to Total Amount Owning (on front page) for any amounts outstanding.

Sub Total = \$0.00

This property incurs the following charges, which for 1 July 2022 to 30 June 2023 are:

These charges should be adjusted at settlement.

Sewerage Service Network Charge of \$506.34 (Daily Rate: \$1.3872)

Water Service Network Charge of \$206.31 (Daily Rate: \$0.5652)

Melbourne Water - Waterways Charge of \$109.68 (Daily Rate: \$0.3004)

Encumbrances and other information:

Greater Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 131 722.

A water meter is connected at this property. Please note: (a) If there is a tenant at the property and they are being billed for water usage, then water usage is not a charge on the property. If the tenant is vacating or has already vacated please contact Greater Western Water for a final meter reading. (b) If there is no tenant at the property, water usage is charged against the property and should be adjusted at the time of settlement. The purchasers representative should contact Greater Western Water to arrange a special meter read. (c) A fee applies for special meter reads. Special meter reads conducted each weekday, Monday to Friday (excluding public holidays).

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Greater Western Water. They do not apply to the use of spring or bore water, recycled water, grey water, or rainwater collected in a storage tank that is not supplemented by Greater Western Water supply. Visit www.gww.com.au for more information.

Please note an Annual Parks Charge may apply to this property. You should request a separate Parks charge information statement from Greater Western Water https://www.citywestwater.com.au/moving_selling/property_information_statement OR Landata for properties in the Melton region. For properties in the Sunbury region please contact Yarra Valley Water (Ph: 1300 304 689) for further information.

We apologise for any inconvenience this may cause. Greater Western Water is currently working to centralise legacy City West Water and Western Water Systems to provide a complete service to all our customers.

Disclaimer:

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 120 days from date of issue.



Rohan Charrett
General Manager Customer Experience

28 March 2023



**Greater
Western
Water**

Information Statement Remittance Page



Bill Code: 757955
Ref: 1918 0907 0001 2
 © Registered to BPAY Pty Ltd ABN 69 079 137 518

Electronic Payment Option:
 Please make this payment via
 internet or phone banking.

Post
 Mail your cheque with this
 payment slip to:
 PO Box 2371
 Sunbury DC VIC 3429

Property No: 19-1809-0700
Property Address: 17 Massie Cct, Sunbury VIC 3429

| <u>Account No</u> | <u>Description</u> | <u>Amount</u> | <u>Barcode</u> |
|-------------------|--------------------|---------------|--|
| 19-1809-0700-01 | Water Account | \$352.42 |  |

Total: \$352.42

***** If paying by Post, please return this page with your payment *****

INFORMATION STATEMENT - PLAN OF ASSETS TRAVERSING LAND



Prop No. : 19-1809-0700 :
 Address : 17 Massie Circuit Sunbury VIC 3429
 Scale : 527
 Printed on: 28-03-2023

Water Main DOES NOT traverse property
 Sewer Main DOES traverse property



Greater Western Water
 36 Macedon St,
 Sunbury
 Locked Bag 350
 Sunshine
 VIC 3020
 Ph: 134 499

| Water Legend | |
|---------------------|------|
| Water main | — |
| Junction | ⊕ |
| End of Line | ⊥ |
| Swab Point | ⊙ |
| Non Return Valve | ⊘ |
| Other | — |
| Recycled water main | --- |
| Encasement | ---- |

| Sewer Legend | |
|--------------------|-----|
| Sewer main | — |
| Sewer rising main | --- |
| Standard manhole | ● |
| Inspection shaft | ⊞ |
| Air valve | ⊙ |
| Stop Valve | ⊗ |
| End of Line | ⊥ |
| Selected Parcels | ■ |
| Registered Parcels | □ |
| Proposed Parcels | ⋯ |

Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy in this plan.



YARRA VALLEY WATER
ABN 75 885 502 501

Lockrow Street
Melbourn Victoria 3122

Private Bag 1
Melbourn Victoria 3122

DX 13204

F (05)8872 1858

E enquiry@yvw.com.au
www.yvw.com.au

28th March 2023

CLC Conveyancing via Dye & Durham Property Pty Ltd
DYEDURHAM

Dear CLC Conveyancing via Dye & Durham Property Pty Ltd,

RE: Application for Water Information Statement

| | |
|-----------------------------|---|
| Property Address: | 17 MASSIE CIRCUIT SUNBURY 3429 |
| Applicant | CLC Conveyancing via Dye & Durham Property Pty Ltd DYEDURHAM |
| Information Statement | 30758661 |
| Conveyancing Account Number | 2469588880 |
| Your Reference | 23/0083 Tanti |

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
Abn 53 066 092 601

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Encumbrance

| | |
|------------------|--------------------------------|
| Property Address | 17 MASSIE CIRCUIT SUNBURY 3429 |
|------------------|--------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Additional Information:

This property may be subject to other charges levied by Western Water.
Please contact Western Water on 1300 650 422 for additional information.

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER
ABN 83 698 302 101

Lucinow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (08) 8872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

| | |
|------------------|--------------------------------|
| Property Address | 17 MASSIE CIRCUIT SUNBURY 3429 |
|------------------|--------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

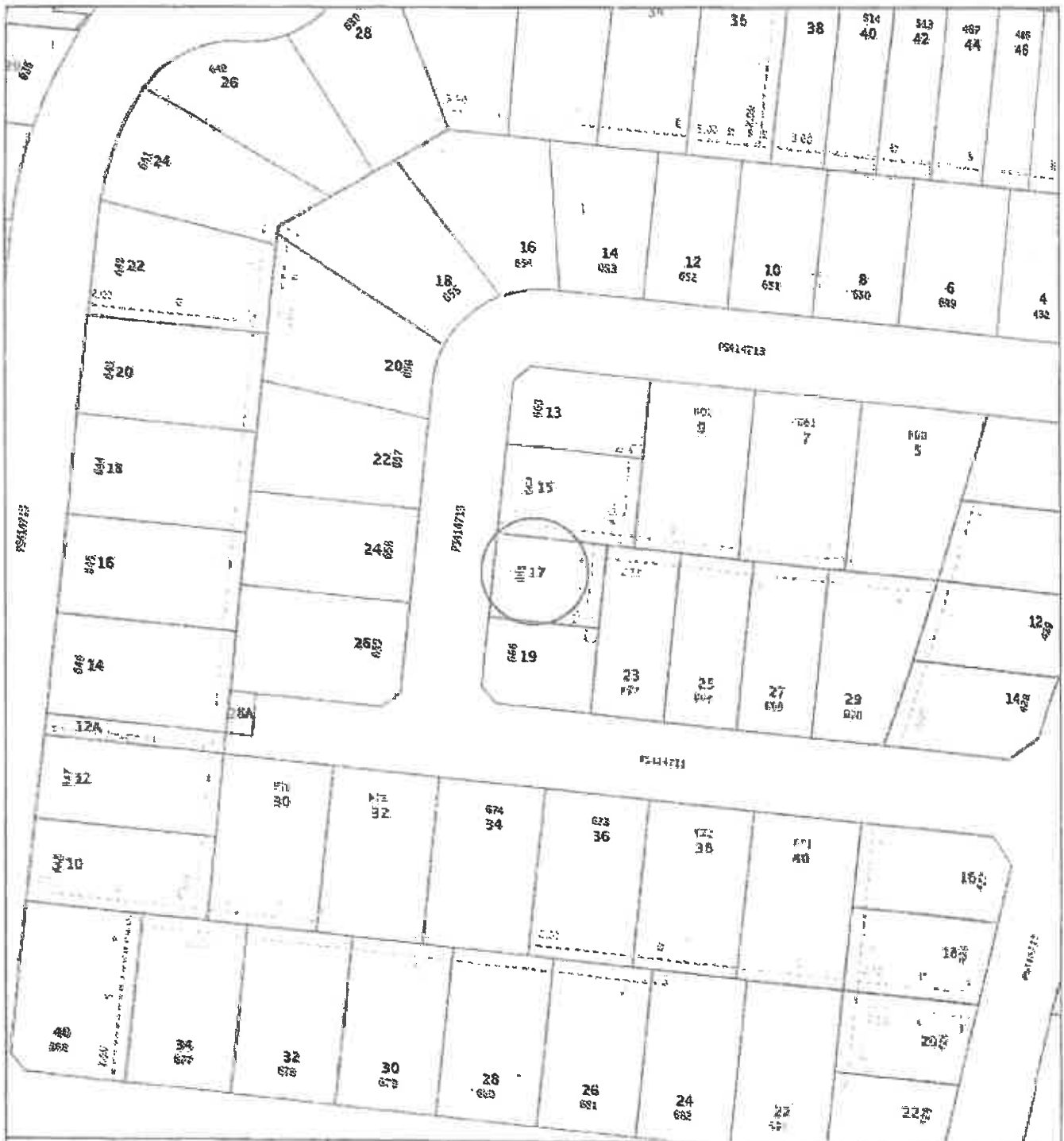
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

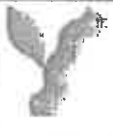













Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



| | | |
|--|---|--|
| Yarra Valley Water Information Statement Number: 30758661 | Address 17 MASSIE CIRCUIT SUNBURY 3420 |  Yarra Valley Water ABN 93 066 902 501 |
| | Date 28/03/2023 | |
| | Scale 1:1000 | |
| Existing Title  Access Point Number GLV2-42 MW Drainage Channel Centreline  | Proposed Title  Sewer Manhole  MW Drainage Underground Centreline  | Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly. |
| Easement  Sewer Pipe Flow  MW Drainage Manhole  | Existing Sewer  Sewer Offset  MW Drainage Natural Waterway  | |
| Abandoned Sewer  Sewer Branch  | | |



YARRA VALLEY WATER
9531 63 953 631

Locklaw Street
Mitcham Victoria 3162

Private Bag 1
Mitcham Victoria 3162

DX 13204

F (03) 9572 1559

E enquiry@yvw.vic.gov.au
yvw.vic.gov.au

CLC Conveyancing via Dye & Durham Property Pty Ltd
DYEDURHAM
property.certificates@dyedurham.com

RATES CERTIFICATE

Account No: 8845371282
Rate Certificate No: 30758661

Date of Issue: 28/03/2023
Your Ref: 23/0083 Tanti

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|---------------------------------|--|-----------------|---------------|
| 17 MASSIE CCT, SUNBURY VIC 3429 | 665/PS414713 | 1635666 | Residential |
| Agreement Type | Period | Charges | Outstanding |
| Parks Fee | 01-07-2022 to 30-06-2023 | \$81.60 | \$81.60 |
| Other Charges: | | | |
| Interest | No interest applicable at this time | | |
| | No further charges applicable to this property | | |
| | Balance Brought Forward | | \$391.19 |
| | Total for This Property | | \$472.79 |
| | Total Due | | \$472.79 |

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: $\text{Water Usage (kl)} \times \text{Seasonal Factor} \times \text{Discharge Factor} \times \text{Price (cents/kl)}$ 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: $\text{Recycled Water Usage (kl)} \times \text{Seasonal Factor} \times \text{Discharge Factor} \times \text{Price (cents/kl)}$ 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER
ABN 62 088 892 581

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 8872 1358

E enquiry@yvw.vic.gov.au
yvw.vic.gov.au

Property No: 1635666

Address: 17 MASSIE CCT, SUNBURY VIC 3429

Water Information Statement Number: 30758661



Bill Code: 814567
Ref: 88453712827

Amount
Paid

Date
Paid

Receipt
Number

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.