

# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: 4 Calita Avenue TARNEIT VIC 3029**

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

The terms of this contract are contained in the:

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../...../20.....

Print name of person signing: .....

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

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

**SIGNED BY THE VENDOR**..... on ...../...../20.....

Print name of person signing GARO AROUTUNIAN and HASMIC AROUTUNIAN

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.

## 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'

### Off-the-Plan Sales

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

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Xynergy Realty - Altona  
114-116 Queens Street ALTONA VIC 3018

Tel: 03 9398 8400 Fax: Ref: William Coleman Email: william.coleman@xynergy.com.au

### VENDOR

**GARO AROUTUNIAN and HASMIC AROUTUNIAN**

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**EASY LINK CONVEYANCING**  
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-24/32708 Email:  
settlement2@easylinkconveyancing.com.au

### PURCHASER

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

**LAND** (general conditions 7 & 13)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11094/874	1019	PS 608493K

The Land includes all improvements and fixtures.

### **PROPERTY ADDRESS**

The address of the land is:  
**4 Calita Avenue Tarneit Vic 3029**

**GOODS SOLD WITH THE LAND**  
(general condition 6.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

## **PAYMENT**

Price	\$		
Deposit	\$	by	
Balance	\$	(of which \$	has been paid)
		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 & 26.2)

Is due on

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

- the above date; 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 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

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

## **TERMS CONTRACT** (general condition 30)

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

<b>SPECIAL CONDITIONS</b>
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If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

### **1. Purchaser's inspection and investigation.**

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
  - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
  - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
  - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
  - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
  - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

### **WARRANTY BY VENDOR**

- 1.2 The Vendor gives no warranty:
  - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
  - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
  - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
  - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

### **CLAIMS BY PURCHASER**

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
  - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
  - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
  - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
  - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

### **2. Nomination**

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.



### **3. Extension/Variation request**

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

### **4. Rescheduled Settlement**

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

### **5. Adjustments**

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

### **6. Duties Form**

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

### **7. Default not remedied**

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

### **8. Amendments**

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

### **9. GC 23 – special condition**

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

### **10. GC 28 – special condition**

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

# 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 in 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.....	)	

## Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient:

Property address: **4 CALITA AVE TARNEIT. VIC. 3029**

Lot no.: **1019** Plan of subdivision: **608493 VOL: 874 FOLIO: 11094.**

[Cross out whichever is not applicable]

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

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: \$ \_\_\_\_\_~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: Thursday, 5 December 2019~~

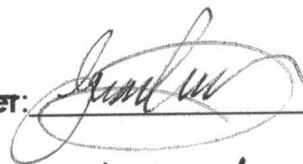
~~Vendor/supplier ABN: \_\_\_\_\_~~

From: Vendor/~~supplier~~.

Dated: **21/5/2024.**

Signed by **GABO ARDUTUNIAN** :  
or on behalf of the vendor/supplier:

**HASHC ARDUTUNIAN**;

  
**G. Ardutunian**



Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 15B.8 to give the notice at least 14 days before the due date for settlement.
2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.
3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.
4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.
5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.
6. There is some debate about whether the notice needs to be signed by the supplier/vendor.
7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.
8. If nomination occurs after a notification has been given, a fresh notification will be required.

# **SECTION 32**

# **STATEMENT**

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

<b>Vendor:</b>	GARO AROUTUNIAN and HASMIC AROUTUNIAN
----------------	---------------------------------------

<b>Property:</b>	4 Calita Avenue TARNEIT VIC 3029
------------------	----------------------------------

**VENDORS REPRESENTATIVE**

EASY LINK CONVEYANCING

Shop

328 Main Road East  
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: [settlement2@easylinkconveyancing.com.au](mailto:settlement2@easylinkconveyancing.com.au)

Ref: HN-24/32708

SECTION 32 STATEMENT  
4 CALITA AVENUE TARNEIT VIC 3029

**32A FINANCIAL MATTERS**

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5,000.00
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:  
-Not Applicable

**32B INSURANCE**

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

**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  
4 CALITA AVENUE TARNEIT VIC 3029

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WYNDHAM PLANNING SCHEME  
Responsible Authority: WYNDHAM CITY COUNCIL  
Zoning: GRZ General Residential Zone  
Planning Overlay/s: See attached certificates

**32D NOTICES**

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

**32E BUILDING PERMITS**

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

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

**32F OWNERS CORPORATION**

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

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The land, in accordance with a work-in-kind agreement (within the meaning of Part 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

SECTION 32 STATEMENT  
4 CALITA AVENUE TARNEIT VIC 3029

**32H SERVICES**

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

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

**32I TITLE**

Attached are the following document/s concerning Title:

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

SECTION 32 STATEMENT  
4 CALITA AVENUE TARNEIT VIC 3029

**DATE OF THIS STATEMENT**

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

**Name of the Vendor**

**GARO AROUTUNIAN and HASMIC AROUTUNIAN**

**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**

✕

### Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

**Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:**

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;  
☐ Yes / ☒ No. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);  
☐ Yes / ☒ No. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;  
☐ Yes / ☒ No. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes  
☐ Yes / ☒ No. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);  
☐ Yes / ☒ No. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;  
☐ Yes / ☒ No. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;  
☐ Yes / ☒ No. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
  - use for the manufacture of substances such as methylamphetamine, or
  - a defence or fire brigade training site involving the use of hazardous materials.☐ Yes / ☒ No. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.  
☐ Yes / ☒ No. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;  
☐ Yes / ☒ No. If Yes, please specify:

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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 11094 FOLIO 874

Security no : 124116080871T  
Produced 24/06/2024 03:41 PM

LAND DESCRIPTION

Lot 1019 on Plan of Subdivision 608493K.  
PARENT TITLE Volume 11073 Folio 887  
Created by instrument PS608493K 06/10/2008

REGISTERED PROPRIETOR

Estate Fee Simple  
TENANTS IN COMMON  
As to 99 of a total of 100 equal undivided shares  
Sole Proprietor  
GARO AROUTUNIAN of 51 BLARNEY AVENUE KILLARNEY HEIGHTS NSW 2087  
As to 1 of a total of 100 equal undivided shares  
Sole Proprietor  
HASMIC AROUTUNIAN of 51 BLARNEY AVENUE KILLARNEY HEIGHTS NSW 2087  
AG205948R 21/11/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG205949P 21/11/2008  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS608493K 06/10/2008

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AD626723U 18/05/2005

DIAGRAM LOCATION

SEE PS608493K 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: 4 CALITA AVENUE TARNEIT VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END





# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS608493K</b>
Number of Pages (excluding this cover sheet)	<b>13</b>
Document Assembled	<b>24/06/2024 15:42</b>

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<b>PLAN OF SUBDIVISION</b>		<b>EDITION 3</b>		Plan Number <b>PS 608493K</b>	
Location of Land Parish: TARNEIT Township: - Section: 13 Crown Allotment: C (PART) Crown Portion: A (PART) Title References C/T VOL 11073 FOL 887 Last Plan Reference: LOT O on PS 608482Q  Postal Address: PENROSE PROMENADE (At time of subdivision) TARNEIT 3029  MGA Co-ordinates: E 295 350 (Of approx centre of plan) N 5 809 800 Zone 55		Council Certification and Endorsement  Council Name: WYNDHAM CITY COUNCIL Ref: WYP/286/07 WYS 0527/07  1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988</del> <del>Date of original certification under section 6 ...../...../.....</del> 3. <del>This is a statement of compliance issued under section 21 of the</del> <del>Subdivision Act 1988</del>  OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.  <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage</del>  Council delegate <del>Council seal</del> Date 5/09/2008  Re-certified under section 11(7) of the Subdivision Act 1988.  Council delegate Council seal Date / /			
Vesting of Roads or Reserves					
Identifier	Council/Body/Person				
ROAD R-1 RESERVE No.1 RESERVE No.2	WYNDHAM CITY COUNCIL CITY WEST WATER LIMITED POWERCOR AUSTRALIA LIMITED				
Notations					
Depth Limitations: DOES NOT APPLY		Staging: This is not a staged subdivision Planning permit No.  Lots 1 to 1000 (all inclusive) & Lots A to O (all inclusive) have been omitted from this plan  Survey: This plan is based on survey BP 1771 (To be completed where applicable)  This survey has been connected to permanent mark no(s). 19, 20, 21, 22 & 116 in Proclaimed Survey Area no. -			
Easement Information				LR use only  Statement of compliance/ Exemption Statement  Received <input checked="" type="checkbox"/>  Date: 29/9/08  LR use only PLAN REGISTERED TIME 9:00pm Date 06/10/2008  Assistant Registrar of Titles.	
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin		Land Benefited/in Favour Of
SEE SHEET 2 FOR EASEMENT INFORMATION					
TARNEIT GARDENS ESTATE - STAGE 10 (106 LOTS)				Sheet 1 of 12 Sheets	
Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999  144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449 <b>coomes consulting</b>		LICENSED SURVEYOR (PRINT) Keith Robert Jones SIGNATURE ..... DATE 27/06/08 REF: 140568SV00 VERSION 7 <small>FILE NAME 140568SV00.dwg          FILE LOCATION F:\14\140568\140568-SUB\dwg\1          LAYOUT NAME Sheet 1          SAVE DATE Thu, 04 Sep 2008 - 8:38 LAST SAVED BY searb</small>		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	

**PLAN OF SUBDIVISION**

Stage No.

/

LR use only

**EDITION**

Plan Number

**PS 608493K****Easement Information****Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
A-1	Carriageway	6	M801216L	Vol 3742 Fol 328
E-1	Sewerage	2	PS 601027E	City West Water Limited
E-2	Drainage	2	PS 601027E	Wyndham City Council
E-3	Sewerage	2	PS 545896J	City West Water Limited
E-4	Drainage	3	PS 545896J	Wyndham City Council
E-4	Sewerage	3	PS 545896J	City West Water Limited
E-5	Powerline	1.5	PS 601026G Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-6	Powerline	3.5	PS 601026G Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-6	Sewerage	3.5	PS 601026G	City West Water Limited
E-7	Sewerage	2	PS 601026G	City West Water Limited
E-8	Sewerage	See Diag	PS 545896J	City West Water Limited
E-9	Drainage	2	PS 608482Q	Wyndham City Council
E-10	Drainage	2	PS 612207Q	Wyndham City Council
E-11	Sewerage	2	PS 612207Q	City West Water Limited
E-12	Drainage	3	PS 612207Q	Wyndham City Council
E-12	Sewerage	3	PS 612207Q	City West Water Limited
E-13	Powerline	1.5	This Plan Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-13	Drainage	1.5	PS 608482Q	Melbourne Water Corporation
E-14	The easement described in memorandum of common provisions No. MCP AA1107	See Diag.	PS 608482Q	Melbourne Water Corporation
E-15	Drainage	See Diag.	PS 608482Q	Wyndham City Council
E-15	The easement described in memorandum of common provisions No. MCP AA1107	See Diag.	PS 608482Q	Melbourne Water Corporation
E-16	Gas Supply	3	PS 608482Q	SP AusNet
E-17	Sewerage	See Diag.	PS 612207Q	City West Water Limited
E-19	Sewerage	2	This Plan	City West Water Limited
E-20	Drainage	2	This Plan	Wyndham City Council
E-21	Sewerage	3	This Plan	City West Water Limited
E-21	Drainage	3	This Plan	Wyndham City Council
E-22	Powerline	1.5	This Plan Section 88 Electricity Industry Act 2000	Powercor Australia Limited
E-23	Drainage	See Diag.	PS608482Q	Melbourne Water Corporation

Sheet 2 of 12 Sheets

Coomes Consulting Group Pty Ltd  
consult@coomes.com.au coomes.com.au24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia  
T 61 3 9993 7888 F 61 3 9993 7999

coomes consulting

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE .....

DATE / /

REF: 140568SV00

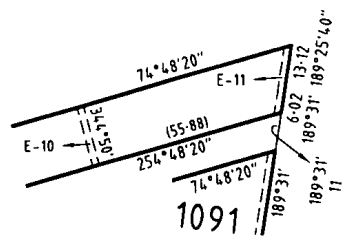
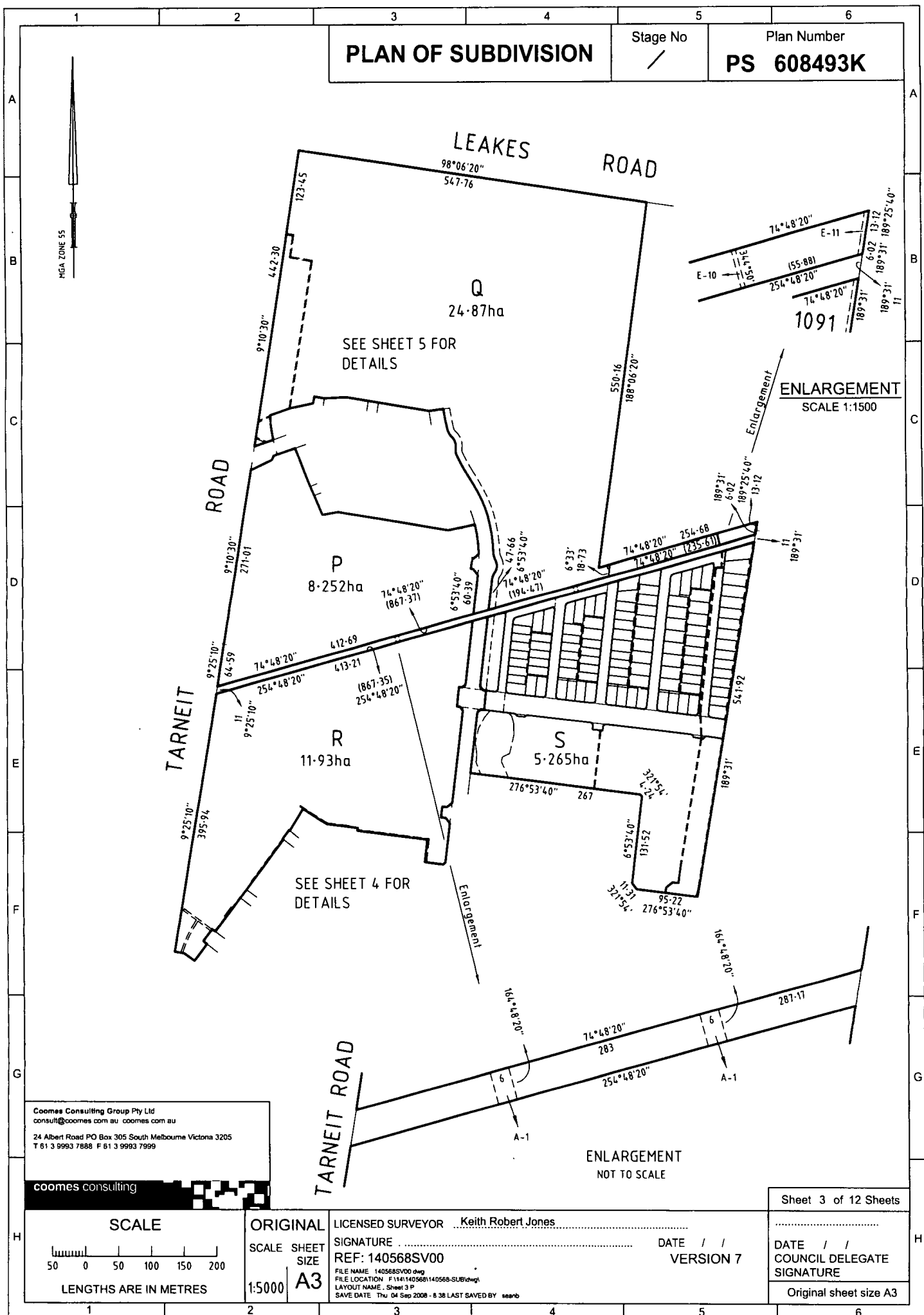
VERSION 7

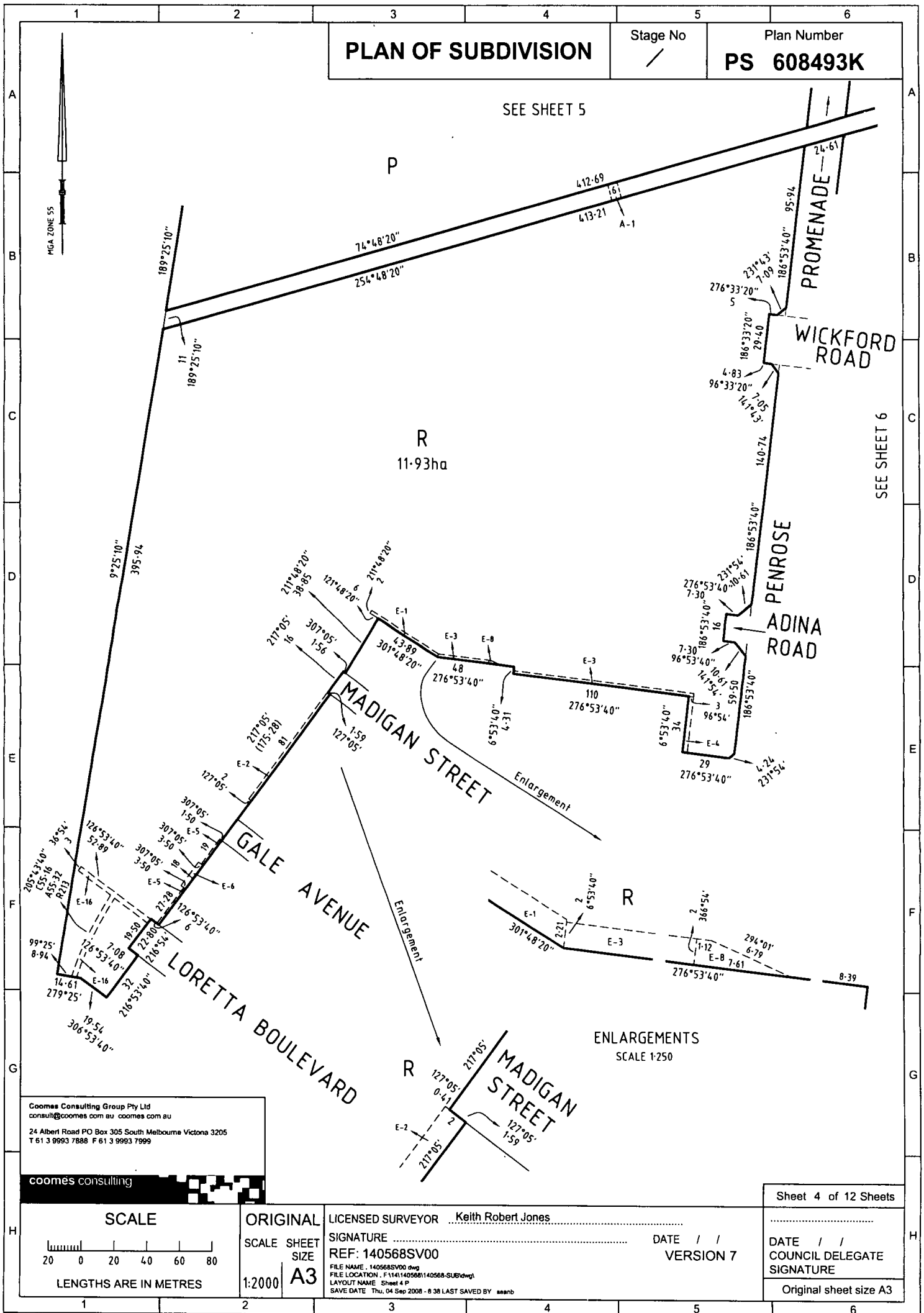
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LAYOUT NAME Sheet 2 Easements  
SAVE DATE Thu 04 Sep 2008 - 8:38 LAST SAVED BY seanb

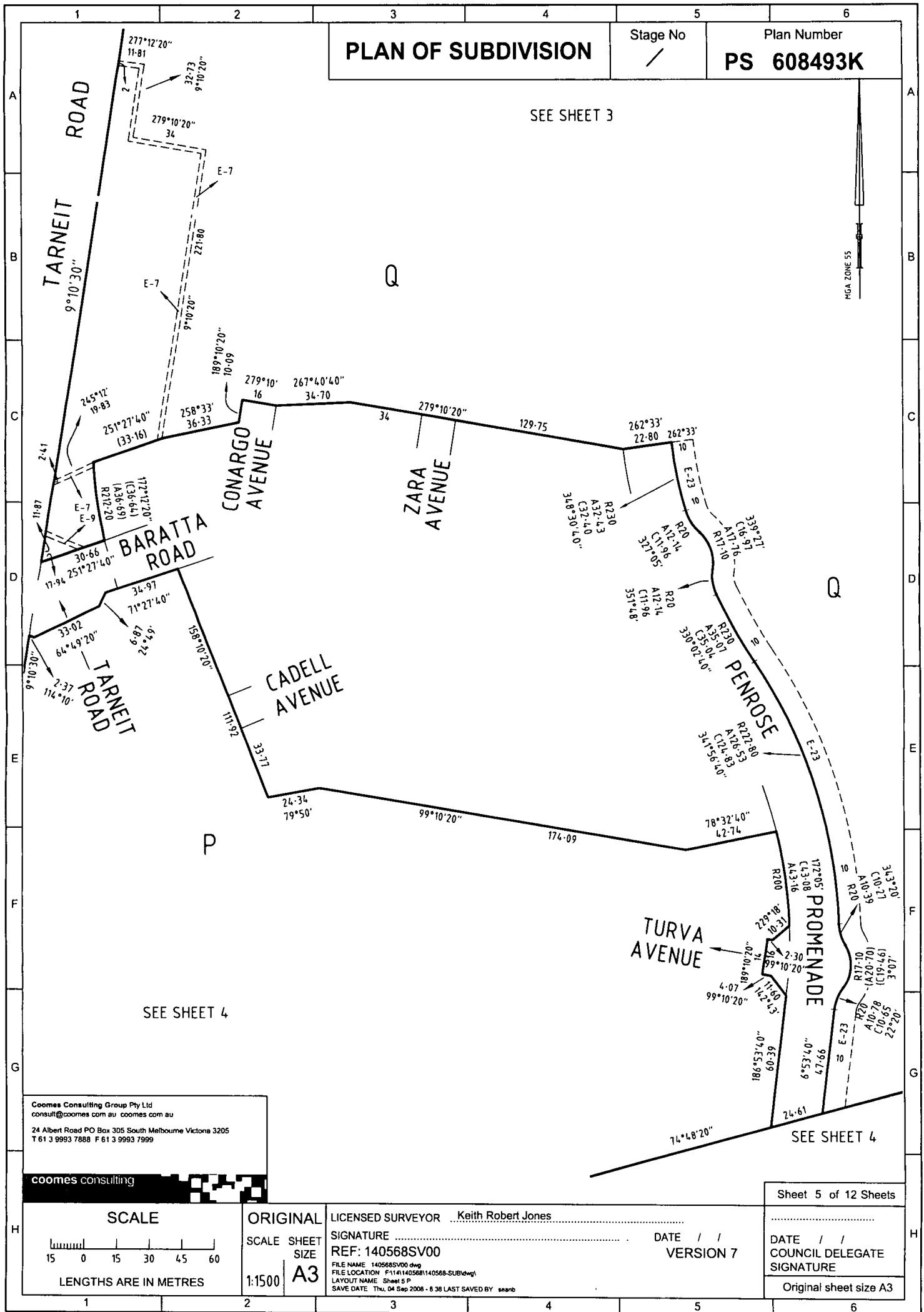
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consult@coomes.com.au coomes.com.au  
T 61 3 9993 7888 F 61 3 9993 7999

**coomes consulting**

**SCALE**

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LENGTHS ARE IN METRES

**ORIGINAL**

SCALE SHEET SIZE

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LICENSED SURVEYOR Keith Robert Jones

SIGNATURE \_\_\_\_\_ DATE / /

VERSION 7

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Sheet 5 of 12 Sheets

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# PLAN OF SUBDIVISION

Stage No  
/

Plan Number

**PS 608493K**

SEE SHEET 2

P

N.I.T.

SEE SHEET 9

SEE SHEET 8

SEE SHEET 6

SEE SHEET 4

PENROSE PROMENADE  
R-1

RESERVE  
No.1  
(DRAINAGE  
PURPOSES)

SNOWBRIDGE  
2405m<sup>2</sup> R-1

CALITA AVENUE  
R-1 3319m<sup>2</sup>

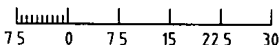
WICKFORD  
ROAD

CAMELOT  
DRIVE  
R-1

Coomes Consulting Group Pty Ltd  
consult@coomes.com.au coomes.com.au  
24 Albert Road PO Box 305 South Melbourne Victoria 3205  
T 61 3 9993 7888 F 61 3 9993 7999

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SCALE



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SIZE

1:750

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LAYOUT NAME: Sheet 7 P  
SAVE DATE: Thu, 04 Sep 2008 - 8:38 LAST SAVED BY: searb

DATE / /  
VERSION 7

Sheet 7 of 12 Sheets

COUNCIL DELEGATE  
SIGNATURE

Original sheet size A3







1	2	3	4	5	6										
<b>PLAN OF SUBDIVISION</b>			Stage No /	Plan Number <b>PS 608493K</b>											
A					A										
B	<p><b>CREATION OF RESTRICTION</b></p> <p>The following restriction is to be created upon registration of the Plan of Subdivision No PS 608493K (Plan of Subdivision) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988</p> <p>Land to be benefited Lots 1001 to 1106 (all inclusive) on the Plan of Subdivision Land to be burdened Lots 1001 to 1106 (all inclusive) on the Plan of Subdivision</p> <p><b>DESCRIPTION OF RESTRICTION</b></p> <p>Except with the written consent of Peet and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not</p> <p>(a) subdivide or allow the Lot to be subdivided, (b) consolidate or allow the Lot to be consolidated with any other Lot,</p> <p><b>Primary Dwelling Construction</b></p> <p>(c) build or allow to be built on the Lot more than one private dwelling house together with the usual outbuildings, (d) build or allow to be built a private dwelling house which is not constructed</p> <p>(i) with all external walls (excluding windows) of brick, stone, rendered fibrous cement panels or timber or any combination of those materials, provided where stone, rendered fibrous cement panels or timber is used in the construction it does not constitute more than 40 per cent of the external walls of the ground level of the dwelling house,</p> <p>(ii) with any gables which are incorporated as part of the roof framing being constructed of rendered brick, stone, colour bonded metal sheeting, timber or rendered fibrous cement sheeting or any combination of those materials,</p> <p>(iii) with a roof of any material other than tile, slate or non reflective colour bonded corrugated metal sheeting or a combination of those materials and at a pitch no less than 22 degrees for a single storey dwelling house The colour of all roofs constructed from non reflective colour bonded corrugated metal sheeting must not be a colour which is not approved by Peet and must not be more than a combination of 2 colours,</p> <p>(iv) with a front verandah or porch which has an area of not less than 4 square metres and a dimension of not less than 12 metres,</p> <p>(v) with a rise of not more than one level on Lots 1001, 1009, 1011, 1017, 1025, 1028, 1036, 1039, 1061, 1064, 1073, 1076, 1087, 1090 &amp; 1106</p> <p>(e) build or allow to be built a private dwelling house or part thereof with exposed stumps (f) allow any external plumbing waste pipes and fittings (but not including down pipes and guttering) to be visible from the street</p> <p><b>Minimum Floor Areas</b></p> <p>(g) build or allow to be built a private dwelling house which has a floor area (excluding the area of any verandah, carport, porch, garage or other outbuilding) of less than the requirements set out in the following table</p> <p style="text-align: center;">Minimum floor area requirements</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th>Land Size</th> <th>Floor Area (minimum)</th> </tr> <tr> <td>On Lots of less than 501 square metres</td> <td>130 square metres</td> </tr> <tr> <td>On Lots of 501 to 600 square metres</td> <td>140 square metres</td> </tr> <tr> <td>On Lots of 601 to 800 square metres</td> <td>160 square metres</td> </tr> <tr> <td>On Lots in excess of or equal to 801 square metres</td> <td>180 square metres</td> </tr> </table>				Land Size	Floor Area (minimum)	On Lots of less than 501 square metres	130 square metres	On Lots of 501 to 600 square metres	140 square metres	On Lots of 601 to 800 square metres	160 square metres	On Lots in excess of or equal to 801 square metres	180 square metres	B
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PLAN OF SUBDIVISION			Stage No /	Plan Number <b>PS 608493K</b>				
A					A			
B	<p><b>Garage</b></p> <p>(h) (i) for Lots 1001, 1009 to 1011, 1017 to 1019, 1024 to 1030, 1036, 1037, 1039, 1044, 1045, 1049 to 1081, 1087 to 1096, 1098, 1099 &amp; 1106 (all inclusive) build or allow to be built a dwelling house which does not simultaneously have constructed at least one roofed garage capable of accomodating a minimum of two passenger vehicles parked side by side</p> <p>(ii) for Lots 1002 to 1008, 1012 to 1016, 1020 to 1023, 1031 to 1035, 1038, 1040 to 1043, 1046 to 1048, 1082 to 1086, 1097 &amp; 1100 to 1105 (all inclusive) build or allow to be built a dwelling house which does not simultaneously have constructed at least one roofed garage capable of accomodating a minimum of one passenger vehicle</p> <p><b>Garage Doors</b></p> <p>(i) build or allow to be built a garage which does not have sectional or roller doors which except for any glazed panel are of a colour matching a visible colour of the dwelling house or which have a wood grained finish or a timber panelled finish</p> <p><b>Outbuildings</b></p> <p>(j) build or allow to be built on the Lot outbuildings (including any garage, workshop, garden shed, storage shed or other outbuilding)</p> <p>(i) which exceeds 20 square metres unless the external walls of the outbuildings are constructed of brick, stone or non reflective colour bonded metal sheeting or any combination of those materials and are consistent in materials and colour to that of the dwelling house and unless the roof of the outbuilding is constructed of tile, slate or non reflective colour bonded corrugated metal sheeting or any combination of those materials and if a single storey outbuilding with a roof pitch which is not less than 22 degrees and is consistent with the roof pitch of the dwelling house,</p> <p>(ii) with any gables which are incorporated as part of the roof framing not being constructed of rendered brick, stone, colour bonded metal sheeting, timber or rendered fibrous cement sheeting or any combination of those materials</p> <p>(k) allow any clothes line and drying areas or part thereof to be visible from the street</p> <p><b>Fencing</b></p> <p>(l) build or allow to be built</p> <p>(i) side or rear boundary fences between the Lots which are less than 18 metres in height and not capped and which are in any material other than colour bonded type steel the colour of which is other than grey ridge with black posts and rails</p> <p>(ii) any fence between the side boundary fence and the private dwelling house which is not consistent in height and colour and material to the side boundary fence and which is forward of the front building line</p> <p>(iii) side boundary fences between the Lots which are forward of the front building line which are more than 120 metres in height and which are constructed of material other than powder coated metal tubular fencing in a design not approved by Peet, except in the case of courtyard fencing</p> <p>(iv) any front boundary fence which is constructed of material other than brick, rendered brick masonry, wrought iron, powder coated steel or aluminium or wooden pickets or any combination of those materials and which is more than 12 metres in height</p>				B			
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H	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p><small>Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 T 61 3 9993 7888 F 61 3 9993 7999</small></p> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="display: flex; align-items: center;"> <div style="background-color: black; color: white; padding: 2px 5px; font-weight: bold;">coomes consulting</div> </div> <div style="border: 1px solid black; padding: 5px; flex-grow: 1;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center; vertical-align: top;"> <b>ORIGINAL</b> SCALE SHEET SIZE <b>A3</b> </td> <td style="width: 55%; border-left: 1px solid black; padding-left: 5px;"> <p>LICENSED SURVEYOR <u>Keith Robert Jones</u></p> <p>SIGNATURE _____ DATE / /</p> <p>REF: 140568SV00</p> <p><small>FILE NAME: 140568SV00.dwg FILE LOCATION: F:\14\140568\140568-SUB.dwg LAYOUT NAME: Sheet 11 P SAVE DATE: Thu, 04 Sep 2008 - 8:38 LAST SAVED BY: seanb</small></p> </td> <td style="width: 30%; border-left: 1px solid black; padding-left: 5px; text-align: center;"> <p>Sheet 11 of 12 Sheets</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE _____</p> <p>Original sheet size A3</p> </td> </tr> </table> </div> </div>				<b>ORIGINAL</b> SCALE SHEET SIZE <b>A3</b>	<p>LICENSED SURVEYOR <u>Keith Robert Jones</u></p> <p>SIGNATURE _____ DATE / /</p> <p>REF: 140568SV00</p> <p><small>FILE NAME: 140568SV00.dwg FILE LOCATION: F:\14\140568\140568-SUB.dwg LAYOUT NAME: Sheet 11 P SAVE DATE: Thu, 04 Sep 2008 - 8:38 LAST SAVED BY: seanb</small></p>	<p>Sheet 11 of 12 Sheets</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE _____</p> <p>Original sheet size A3</p>	H
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PLAN OF SUBDIVISION			Stage No /	Plan Number <b>PS 608493K</b>				
A					A			
B	<p><b>Design Plans</b></p> <p>(m) enter into any unconditional domestic building contract with a Builder, commence, carry out, erect, construct or alter any development on the Lot without the applicable plans and specifications (including floor plans and elevations and finishes schedules) being first prepared and submitted to and approved by Peet and then only in compliance with any condition (consistent with any restrictions effecting the Lot) imposed by Peet in respect of that approval</p> <p><b>Landscaping</b></p> <p>(n) allow landscaping to the front street view to remain or be left incomplete for a period of more than three months after the date of issue of the Occupancy Permit for the dwelling house or leave any boundary fencing incomplete after the completion of the construction of the dwelling house</p> <p><b>Recreational Vehicles</b></p> <p>(o) allow any plant or machinery or any recreational vehicle or commercial motor vehicle (including without limitation, a caravan, boat, box trailer, boat trailer and car trailer but excluding any motor cycle, motor car, motor station wagon or utility or four wheel drive car registered for use on a highway) to be left or parked on the street or on the Lot between the building line and the front boundary (unless either of those occurs during the normal course of business by a visiting trades person) or on the nature strip or footpath</p> <p>(p) allow any plant or machinery or any recreational vehicle or commercial motor vehicle, (including without limitation, a caravan, boat, box trailer, boat trailer and car trailer but excluding any motor cycle, motor car, motor station wagon or utility or four wheel drive car registered for use on a highway) to be left or parked on the Lot prior to or during the construction of the private dwelling house (unless either of those occurs during the normal course of business by a visiting trades person)</p> <p><b>Removal of Existing Items</b></p> <p>(q) unless Peet has given its prior written consent to do so, mutilate or remove in whole or part from a Lot or a reserve any tree, fence, sign, irrigation pipe, underground pipe, conduit or retaining wall</p> <p><b>Driveway Construction</b></p> <p>(r) construct or allow to be constructed any driveway on the Lot of any material other than brick, asphalt or concrete or leave any driveway incomplete or partly constructed after the date of issue of the Occupancy Permit for the dwelling house constructed on the Lot</p> <p><b>Display Homes</b></p> <p>(s) permit any private dwelling house constructed on the Lot to be used for the purposes of a display home or for the purposes of marketing display homes</p> <p><b>Signage</b></p> <p>(t) erect, permit or allow to be erected or to remain erected on the Lot any advertisement, hoarding, sign or similar structure and will not permit the Lot or any building or buildings constructed thereon to be used for the display of any advertisement, sign or notice provided that this restriction shall not prevent the erection of a signboard that the Lot is for sale and shall not prevent the display of the nameplate or light of any medical practitioner, dentist, legal practitioner or other such professional trade or business nameplate</p> <p><b>Delivery of Building Materials</b></p> <p>(u) allow any building materials to be delivered or stored on the nature strip or anywhere else outside the title boundary of the Lot upon which the dwelling house is being constructed and allow any rubbish to remain unsecured on the Lot</p>				B			
C					C			
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F					F			
G	<p>The restrictions specified in paragraphs (a) to (u) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect from 31 December 2010 For the purpose of this restriction "Peet" means Peet Tarnett Gardens Syndicate Limited ACN 102 498 662 or any of its related bodies corporate within the meaning of Section 50 of the Corporations Act 2001</p>				G			
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 25%;"> <p><small>Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 T 61 3 9983 7888 F 61 3 9993 7999</small></p> <p><b>coomes consulting</b></p> </div> <div style="width: 55%; border-top: 1px solid black; padding-top: 5px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> <p><b>ORIGINAL</b></p> <p>SCALE SHEET SIZE</p> <p style="font-size: 1.5em; font-weight: bold;">A3</p> </td> <td style="width: 60%; vertical-align: top;"> <p>LICENSED SURVEYOR <u>Keith Robert Jones</u></p> <p>SIGNATURE .....</p> <p>REF: 140568SV00</p> <p><small>FILE NAME 140568SV00.dwg FILE LOCATION F:\14140568\140568-SUB\dwg\ LAYOUT NAME Sheet 12 P SAVE DATE Thu, 04 Sep 2008 - 8:38 LAST SAVED BY saarb</small></p> </td> <td style="width: 25%; vertical-align: top; border-left: 1px solid black; padding-left: 10px;"> <p>Sheet 12 of 12 Sheets</p> <p>.....</p> <p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p> </td> </tr> </table> </div> </div>						<p><b>ORIGINAL</b></p> <p>SCALE SHEET SIZE</p> <p style="font-size: 1.5em; font-weight: bold;">A3</p>	<p>LICENSED SURVEYOR <u>Keith Robert Jones</u></p> <p>SIGNATURE .....</p> <p>REF: 140568SV00</p> <p><small>FILE NAME 140568SV00.dwg FILE LOCATION F:\14140568\140568-SUB\dwg\ LAYOUT NAME Sheet 12 P SAVE DATE Thu, 04 Sep 2008 - 8:38 LAST SAVED BY saarb</small></p>	<p>Sheet 12 of 12 Sheets</p> <p>.....</p> <p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
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**AD626723U**



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

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

Lodged at the Land Title Office by:

Name:

MILLS OAKLEY

Company:

Phone:

9670 9111

Address:

DX 558 Melbourne

Ref:

2076578

Customer Code:

01257D



The Authority having made an agreement referred to in Section 181[1] of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Certificates of Title: ~~Volume 10872 Folio 796~~ Volume 10872 Folio 796 &  
Land: LOT A, C AND D IN THE NORTH-EAST CORNER OF THE INTERSECTION SAYERS ROAD & TARNATED, TARNEIT

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

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

MR. IAN ROBINS

Office held:

CHIEF EXECUTIVE OFFICER

Date:

12.3.05



# **AGREEMENT UNDER SECTION 173 OF THE PLANNING ENVIRONMENT ACT 1987**

**WYNDHAM CITY COUNCIL**

and

**PEET TARNEIT GARDENS SYNDICATE LTD**

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

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



**DAD626723U-2-7**

**AD626723U**



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**AD626723U**





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

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

AND

**PEET TARNEIT SYNDICATE LIMITED** (ACN 102 498 662098 939 158) of Level 7,  
200 St Georges Terrace, Perth, Western Australia, 6000  
("the Owner")

**RECITALS:**

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

**IT IS AGREED THAT:**

**1. EFFECT OF AGREEMENT**

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- 1.1 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 at the *Planning and Environment Act 1987* ("the Act").
- 1.2 The Responsible Authority acknowledges that this Agreement satisfies in full the Owner's obligations under the agreement for rezoning of the Land and the Development Plan to provide for development and community infrastructure contributions for the subdivision and residential development of the Land.

## 2. INTERPRETATION AND DEFINITIONS

- 2.1 The expression "Owner" shall be deemed to include its successors, assignors and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("the Successors") as if each of those Successors had separately executed this Agreement.
- 2.2 The parties agree that in the interpretation of this Agreement:
  - 2.2.1 The singular includes the plural and the plural includes the singular.
  - 2.2.2 A reference to a gender includes a reference to each other gender.
  - 2.2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
  - 2.2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
  - 2.2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
  - 2.2.6 All headings are for case of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
  - 2.2.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
  - 2.2.8 A reference to the words "Other Developer" means a person who purchases all or part of the Land from the Owner for the purpose of further subdividing and selling the Land or any part of it.
  - 2.2.9 A reference to the words "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Wyndham Planning Scheme;
  - 2.2.10 A reference to the words "Responsible Authority" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible

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

- 2.2.11 A reference to the words "Statement of Compliance" means the document issued pursuant to Section 21 of the *Subdivision Act 1988* in relation to any subdivision of the Land.
- 2.2.12 A reference to the word "Works" means the development infrastructure works described in Schedule A to this Agreement or such other works as agreed between the Owner and the Responsible Authority and which are the subject of the Works Plans referred to in clause 6.1.1.
- 2.2.13 A reference to the word "Mortgagee" means the person or persons registered or entitled to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

### 3. COMMENCEMENT AND DURATION OF AGREEMENT

- 3.1 This Agreement shall come into force immediately upon execution by the parties and shall run with the title to the Land.
- 3.2 When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the Land or any part of the Land, this Agreement is deemed to end in relation to the land contained in the plan of subdivision, subject to compliance with section 21(1)(b) of the *Subdivision Act 1988*.
- 3.3 When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the Land or any part of the Land it must immediately cause a notice under Section 183(1) of the Act to be given to the Registrar of Titles and take any other step under the Act as may be necessary to ensure that this Agreement is ended in respect of the land contained in that plan of subdivision.
- 3.4 The Responsible Authority must immediately provide to the Owner a copy of the Notice referred to in clause 3.3 and must notify the Owner of the steps taken to ensure this Agreement is ended in respect of the land contained in any plan of subdivision to which Clauses 3.2 and 3.3 shall apply.
- 3.5 If the purpose of the plan of subdivision referred to in clause 3.2 is to effect the sale of all or part of the Land by the Owner to any other Other Developer, the parties agree that:
  - 3.5.1 clauses 3.2, 3.3 and 3.4 continue to apply; and
  - 3.5.2 if the Owner retains any part of the Land as registered proprietor, the Owner must, after consulting with the Responsible Authority, enter into an agreement with the Other Developer setting out the division of responsibility between the Owner and the Other Developer for the provision of development and community contributions required by

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18/05/2005 \$90 173



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

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

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

#### 4. JURISDICTION

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

#### 5. SEVERABILITY

5.1 Notwithstanding clause 0, and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.

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

#### 6. UNDERTAKINGS OF THE PARTIES

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

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

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

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

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

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

6.2 The Responsible Authority agrees:

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

6.3 The parties agree that:

6.3.1 if the Owner fails to comply with any of the provisions of this Agreement, the C.E.O. or his or her delegate may cause to be served on the Owner a notice ("**the Notice**") in writing specifying those works to which the Owner is in default ("**the Remedial Works**"). The Notice may set out the costs as reasonably estimated by the General Manager of the Responsible Authority of carrying out the Remedial Works ("**the Estimated Costs**").

6.3.2 if the Owner fails to complete the Remedial Works within 90 days after service of the Notice,

- (a) the Responsible Authority may by its staff, agents and contactors, enter onto the Land and cause the Remedial Works to be carried out.
- (b) the C.E.O or his or her delegate may cause to be served on the owner a demand in writing ("**the Demand**") for the Estimated Costs.

6.3.3 if the Owner is served with the Demand, the Owner agrees within 60 days to pay the reasonable costs specified in the Demand.

6.3.4 if the Responsible Authority completes the Remedial Works, the General Manager of the Responsible Authority must certify the actual costs of the Remedial Works.

6.3.5 if the actual costs of the Remedial Works are less than the Estimated Costs paid by the Owner to the Responsible Authority, the Responsible Authority must pay to the Owner the difference between the actual costs and Estimated Costs with interest earned on the difference whilst held by the Responsible Authority.

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

## 7. DISPUTES

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

## 8. OWNER'S COVENANTS

The Owner warrants and covenants that:

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



- 8.3 to the best of the Owner's knowledge, the Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act* 1958.

**9. REGISTRATION OF AGREEMENT**

- 9.1 The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement acknowledgment or document) to enable a memorandum of this Agreement to be entered on the Certificate of Title to the Land in accordance with Section 181 of the Act.
- 9.2 Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a Memorandum of this Agreement is registered on the Title to the Land, successors in title shall be required to:
- 9.2.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 9.2.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

**10. NOTIFICATION TO SUCCESSORS IN TITLE**

- 10.1 The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.
- 10.2 The Owner and the Responsible Authority acknowledge, subject to clause 3.2, that during the period of this Agreement the obligations imposed on the Owner are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

**11. OWNER MAY APPLY FOR PLANNING PERMISSION**

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

**12. SERVICE**



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

12.1.1 by delivering it personally to that party;

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

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

12.2 A notice or other communication is deemed served:

12.2.1 if delivered, on the next following business day;

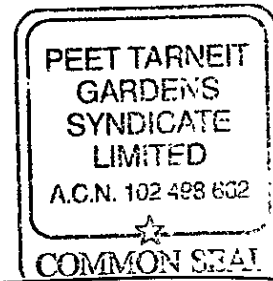
12.2.2 if posted, on the expiration of two business days after the date of posting; or

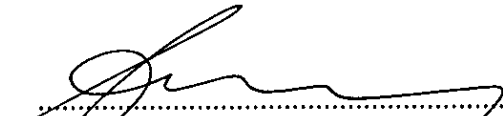
12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.




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

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



  
.....  
Director

  
.....  
Director/Secretary

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

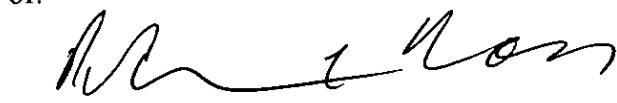
.....  
Anthony Lennon  
.....  
Print Name

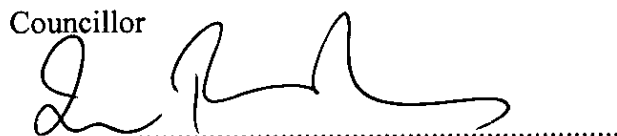
.....  
3 SUTCLIFF ST. DALKEITH 6009  
.....  
Address

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

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



  
.....  
Councillor

.....  
Councillor  
  
.....  
Chief Executive Officer



DAD626723U-12-9

## SCHEDULE A



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

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

	<ul style="list-style-type: none"> <li><input type="checkbox"/> Contribution towards provision of major active [sporting] open space</li> <li><input type="checkbox"/> Contribution for community infrastructure, as listed below</li> </ul>	<p>\$100,000.00</p> <p>\$75,000.00</p>
Prior to release by the Victorian Land Registry of the 600 <sup>th</sup> Lot.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Contribution towards roads and major pathways</li> <li><input type="checkbox"/> Contribution towards other development infrastructure</li> <li><input type="checkbox"/> Contribution towards provision of major active [sporting] open space</li> <li><input type="checkbox"/> Contribution for community infrastructure</li> </ul>	<p>\$650,000.00.</p> <p>\$70,000.00</p> <p>\$100,000.00</p> <p>\$75,000.00</p>
Prior to release by the Victorian Land Registry of the 800 <sup>th</sup> Lot.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Contribution towards roads and major pathways</li> <li><input type="checkbox"/> Contribution towards other development infrastructure</li> <li><input type="checkbox"/> Contribution towards provision of major active [sporting] open space</li> <li><input type="checkbox"/> Contribution for community infrastructure</li> </ul>	<p>\$650,000.00.</p> <p>\$70,000.00</p> <p>\$100,000.00</p> <p>\$75,000.00</p>



DAD626723U-14-6

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

**Notes:**

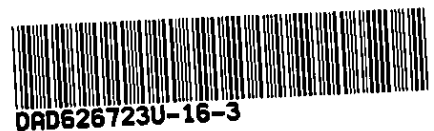
- ☐ The values in the above Schedule are based on contributions paid by June 30<sup>th</sup>, 2003. All contributions are to be indexed quarterly, in accordance with the last published Consumer Price Index figure for Melbourne available at the date of payment, from 1 July 2003.
- ☐ The contributions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



- 4 -

### MORTGAGEE'S CONSENT

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



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 June 2024 03:43 PM

## PROPERTY DETAILS

Address: **4 CALITA AVENUE TARNEIT 3029**  
Lot and Plan Number: **Lot 1019 PS608493**  
Standard Parcel Identifier (SPI): **1019\PS608493**  
Local Government Area (Council): **WYNDHAM**  
Council Property Number: **173719**  
Planning Scheme: **Wyndham**  
Directory Reference: **Melway 202 C3**

[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

[Planning Scheme - Wyndham](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

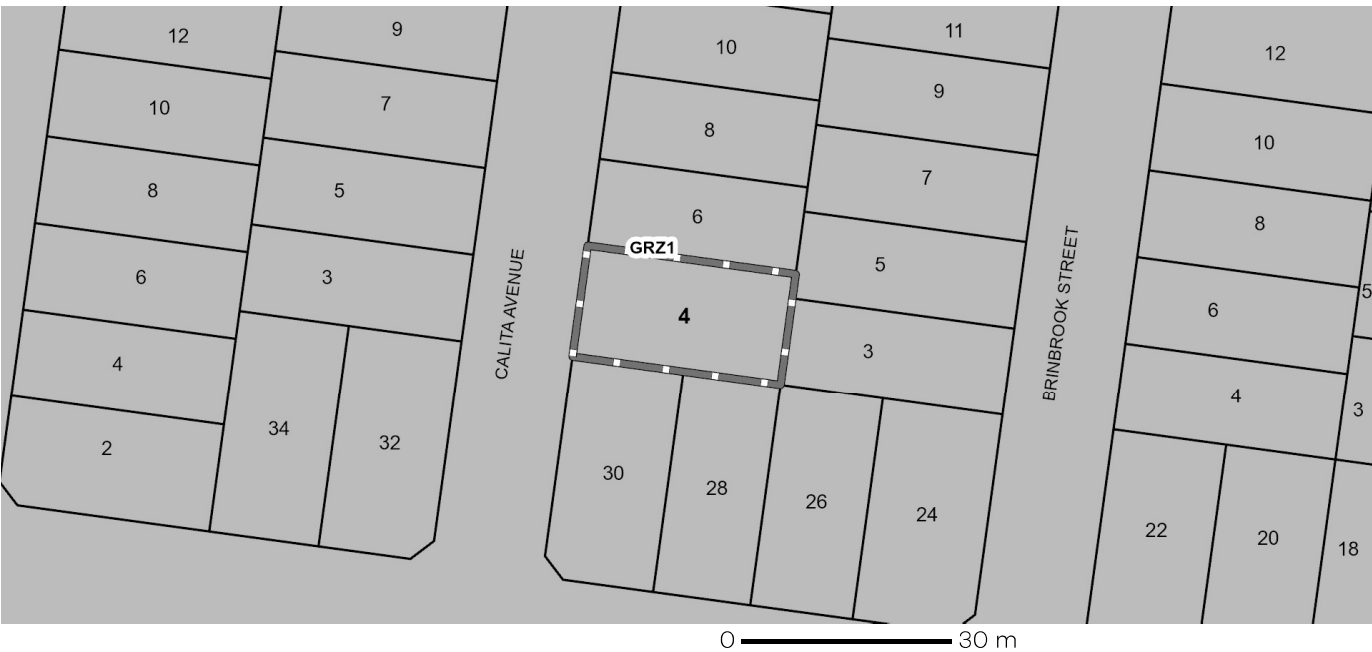
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



**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.delwp.vic.gov.au/disclaimer>

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



## Further Planning Information

Planning scheme data last updated on 20 June 2024.

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

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

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

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

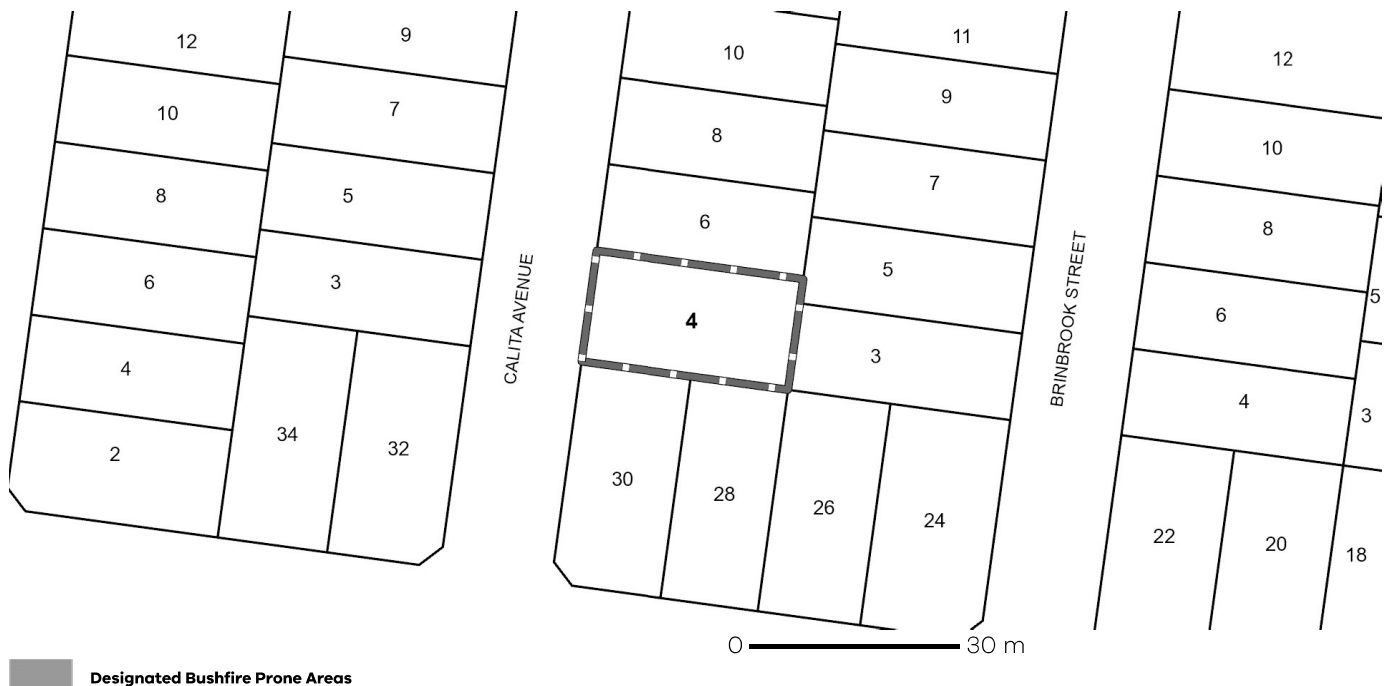
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://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://environment.vic.gov.au)

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 24 June 2024 03:43 PM

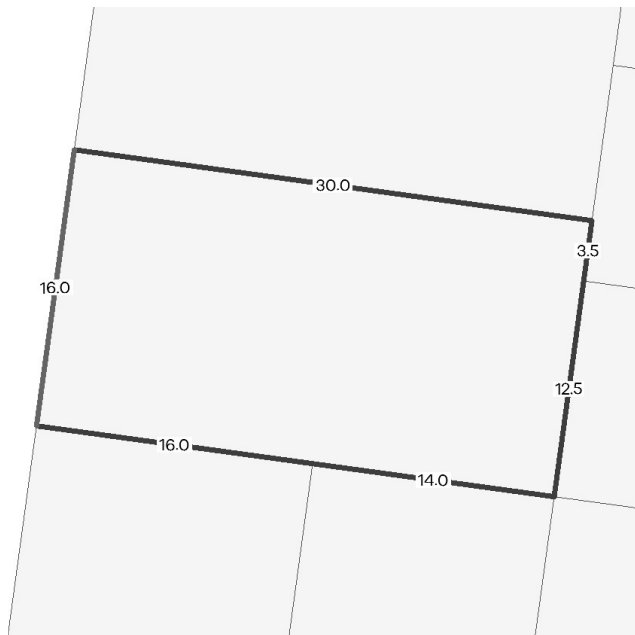
## PROPERTY DETAILS

Address: **4 CALITA AVENUE TARNEIT 3029**  
Lot and Plan Number: **Lot 1019 PS608493**  
Standard Parcel Identifier (SPI): **1019\PS608493**  
Local Government Area (Council): **WYNDHAM**  
Council Property Number: **173719**  
Directory Reference: **Melway 202 C3**

[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 480 sq. m

**Perimeter:** 92 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property



003-2087 (49409)  
P

G Aroutunian & H Aroutunian  
51 Blarney Avenue  
KILLARNEY HEIGHTS NSW 2087

Assessment  
Number  
**173719**

Due Date  
**31/05/2024**

Bank Reference  
Number  
**1721375**

Issue Date  
**06/05/2024**

173719



### PROPERTY LOCATION AND DESCRIPTION

V 11094 F 874 L 1019 PS 608493 Tarneit Parish  
**4 Calita Avenue TARNEIT VIC 3029**  
AVPC Code: 110

## 4TH INSTALMENT NOTICE

Instalment Amount Due

**\$510.00**

**Total Amount Due**

**\$510.00**

*paid 31/5/24*

### ARREARS OUTSTANDING

**\$0.00**

1st Instalment  
30/09/2023

**\$0.00**

2nd Instalment  
30/11/2023

**\$0.00**

3rd Instalment  
28/02/2024

**\$0.00**

4th Instalment  
31/05/2024

**\$510.00**

If you are having any difficulties making your instalment payment please contact Council on  
1300 023 411.

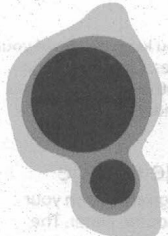
Have your next rate notice  
delivered to your email.

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



**ezyBILL**





**Greater  
Western  
Water**



600460-001 014392(58961) R

G & H AROUTUNIAN  
51 BLARNEY AVENUE  
KILLARNEY HEIGHTS NSW 2087

My account number is

1251 6644 8113

Invoice No. T654359936

Service Address 4 Calita Avenue Tarneit  
Lot 1019 Plan 608493

Issue Date 26 Jan 2024

Water Faults & Emergencies (24 hours) 13 44 99

Enquiries & Support  
(8.30am-5.00pm Mon-Fri)  
Credit Card Payments &  
Balances (24 hours) 13 44 99

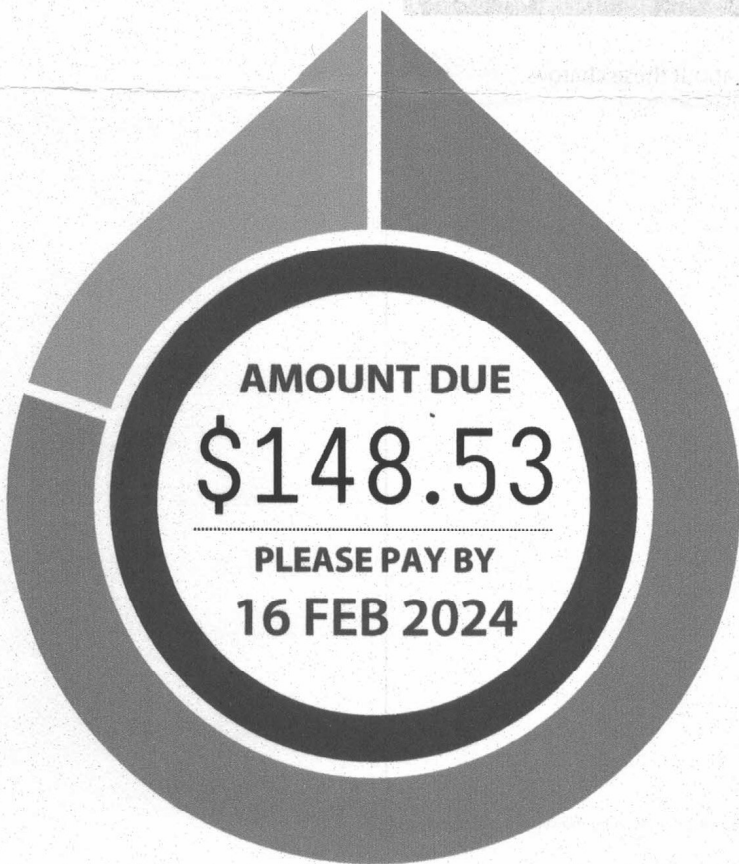
Interpreter Service (03) 9313 8989

General Mail Locked Bag 350, Sunshine Vic 3020

**Greater Western Water**

ABN 70 066 902 467

[gww.com.au](http://gww.com.au)



## Account summary

	PREVIOUS BILL	\$148.53
	RECEIVED	\$148.53
	BALANCE	\$0.00
	NETWORK CHARGES	\$118.99
	OTHER CHARGES	\$29.54
	PLEASE PAY	\$148.53

*Parcel 2/13/.*

## Update your contact details

Your new online account **My GWW** launches soon.  
To get ready for this change, make sure the details  
on your current account are up to date.

Visit [gww.com.au](http://gww.com.au) to check your details are up to date.





# 2024 Land Tax Assessment Notice

For land held in joint ownership

STATE  
REVENUE  
OFFICE  
VICTORIA

ABN 76 775 195 331



7056605039003001417

R02

HASMIC AROUTUNIAN  
51 BLARNEY AVENUE  
KILLARNEY HEIGHTS NSW 2087

CUSTOMER NUMBER  
QUOTE IF YOU CONTACT US

074601358

ASSESSMENT NUMBER  
THIS CHANGES EVERY YEAR

75533818

ISSUE DATE

3 MAY 2024

TOTAL PAYABLE

\$1,680.00

INTEREST IS CHARGED ON LATE PAYMENTS

## TWO WAYS TO PAY

### 1 IN FULL

PAY BY

13 SEP 2024

See payment methods listed at the bottom of your assessment.

### 2 INSTALMENTS

SET UP BY

31 MAY 2024

Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.

Choose from the following options:

4 EQUAL  
INSTALMENTS



MONTHLY  
INSTALMENTS



FORTNIGHTLY  
INSTALMENTS



[sro.vic.gov.au/autopay](https://sro.vic.gov.au/autopay)

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:  
HASMIC AROUTUNIAN  
GARO AROUTUNIAN

## COVID Debt Repayment Plan

A temporary land tax surcharge applies from the 2024 land tax year.

[sro.vic.gov.au/repaymentplan](https://sro.vic.gov.au/repaymentplan)

Paul Broderick  
Commissioner of State Revenue

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

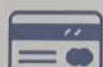
BPAY®



Billers Code: 5249  
REF: 75533818

Telephone and internet banking  
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.  
[bpay.com.au](https://bpay.com.au)

CARD



Customer No: 074601358  
REF: 75533818

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

AUSTRALIA POST



Post  
Billpay

\$1,680.00

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



\*382 400 0075533818 8

# Summary of assessment

Assessment number: 75533818

Period of assessment: 1 January 2024 to 31 December 2024

Land tax applies to land you owned on 31 December 2023.

## 2024 calculation

Total taxable value	\$410,000.00
Total calculation of land tax*	\$1,680.00
<b>2024 tax payable</b>	<b>\$1,680.00</b>

For land tax rates, visit [sro.vic.gov.au/landtaxrate](https://sro.vic.gov.au/landtaxrate)

\*Land tax rates have increased this year as part of the Victorian Government's *COVID Debt Repayment Plan*.  
Go to [sro.vic.gov.au/repaymentplan](https://sro.vic.gov.au/repaymentplan)

## ABOUT LAND TAX

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

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

[sro.vic.gov.au/landtax](https://sro.vic.gov.au/landtax)

## AMENDING DETAILS

You can update your details online:

- address
- contact details
- claim or remove an exemption
- add or remove land you own

[sro.vic.gov.au/mylandtax](https://sro.vic.gov.au/mylandtax)

## YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

### VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

[sro.vic.gov.au/valueobjection](https://sro.vic.gov.au/valueobjection)

### OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

[sro.vic.gov.au/assessment](https://sro.vic.gov.au/assessment)

## OUTSTANDING LAND TAX

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

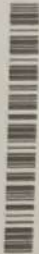
## INTERPRETING SERVICE

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

## JOINT OWNERS

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





# Statement of lands for period 1 January 2024 to 31 December 2024

Assessment number: 75533818

Level of value date: 1 January 2023

Lands owned as at midnight 31 December 2023 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax <sup>†</sup>	Proportional tax <sup>††</sup>	Taxable value
1	4 CALITA AVE, TARNEIT, 3029 WYNDHAM	036689208 1019 S608493	\$1,680.00	\$1,680.00	\$410,000
Total taxable value					\$410,000

## Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must notify us within 60 days of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting [sro.vic.gov.au/assessment](http://sro.vic.gov.au/assessment)

## Explanation of codes (for details, go to [sro.vic.gov.au/codes](http://sro.vic.gov.au/codes))

<sup>†</sup> SINGLE HOLDING TAX	<sup>††</sup> PROPORTIONAL TAX
This is the amount of tax you would pay on the one property.	This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.

Enquiries:  
Customer No:  
Assessment No:

sro.vic.gov.au/contact  
074601358  
75533818



3 MAY 2024



7056605039003001417

R02

HASMIC AROUTUNIAN  
51 BLARNEY AVENUE  
KILLARNEY HEIGHTS NSW 2087

SCAN TO REGISTER  
FOR MY LAND TAX



Dear Customer

Please find enclosed your 2024 land tax assessment.

## Why your bill may be higher this year

In 2023, the Victorian Government introduced a *COVID Debt Repayment Plan* including temporary changes to land tax, for taxable landholdings:

- \$50,000 to < \$100,000 — a \$500 flat surcharge will apply.
- \$100,000 to < \$300,000 (or < \$250,000 for trusts) — a \$975 flat surcharge will apply.
- ≥ \$300,000 (or ≥ \$250,000 for trusts) — a \$975 flat surcharge will apply, plus an increased rate of land tax by 0.10 percentage points.

You can learn more about these changes at [sro.vic.gov.au/repaymentplan](https://sro.vic.gov.au/repaymentplan)

Your land tax liability can also fluctuate if you have a change in circumstance resulting in a move to a different tax rate, or if the site values of your taxable land change.

## What you need to do:

1

### Check your assessment

It is your responsibility to let us know if there are any errors or omissions on your assessment within **60 days** of the issue date of your assessment.

2

### Make any amendments

If necessary, update your contact details, land ownership details or apply for exemptions online via My Land Tax.

[sro.vic.gov.au/mylandtax](https://sro.vic.gov.au/mylandtax)

3

### Pay your assessment

Pay in full or pay by instalments up to **38 weeks** via AutoPay to avoid late payment interest.

[sro.vic.gov.au/paylandtax](https://sro.vic.gov.au/paylandtax)

Yours sincerely

**Paul Broderick**  
Commissioner of State Revenue

ABN 76 775 195 331 | ISO 9001 Quality Certified

[sro.vic.gov.au](https://sro.vic.gov.au) | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia



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2023-SRO-2181

# Due Diligence Checklist

## What you need to know before buying a residential property

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

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

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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

## **Land boundaries**

### ***Do you know the exact boundary of the property?***

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

## **Planning controls**

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## **Safety**

### ***Is the building safe to live in?***

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

## **Building permits**

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

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

# SECTION 27 STATEMENT

## VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

**VENDOR:** GARO AROUTUNIAN and HASMIC AROUTUNIAN

**PROPERTY:** 4 Calita Avenue TARNEIT VIC 3029

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):.....COMMONWEALTH BANK OF AUSTRALIA

of:..

(b) Amount secured \$.....

Instalments \$..... per.....

Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable .....% p.a.

Default rate .....% p.a.

(d) Due date of repayment of Mortgage(s): ...../...../2

(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does \*does not provide for further advances \*as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT ...../...../200

SIGNATURE OF VENDOR(S) .....

---

### ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT ...../...../200

SIGNATURE OF PURCHASER(S) .....

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### RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

A. The particulars provided by the Vendors in this Statement are accurate.

B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.

C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../20

SIGNATURE OF PURCHASER(S) .....