



Contract of sale of land

Property: 42 Corella Drive, Whittlesea VIC 3757

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of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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**WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

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Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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/...../2025

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

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Richard Kenneth Riddell and Lynette Robyn Riddell

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate Whittlesea
Address: 1, 75 Church Street, WHITTLESEA VIC 3757
Email: whittlesea@stonerealestate.com.au
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: Richard Kenneth Riddell and Lynette Robyn Riddell

Vendor's legal practitioner or conveyancer

Name: De Maria & Associates Pty Ltd
Address: Level 1, Suite 111, 95 Hazel Glen Drive, DOREEN VIC 3754
PO Box 153, Doreen VIC 3754
Email: property@demariaandassociates.com.au
Tel: 03 9717 5277 Mob: _____ Fax: 03 9717 5278 Ref: 2024/1387

Purchaser's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10489 Folio 758	60	PS 422044

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 42 Corella Drive, Whittlesea VIC 3757

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)* All fixed floor coverings, electric light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected including Bar near Spa area.

Payment

Price \$
Deposit \$ by (of which has been paid)
Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 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; and
- the 14th day 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 box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

Loan amount: no more than 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

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

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

1. Land Identity

- 1.1. The Purchaser admits that the Land offered for sale and inspected by the Purchaser is identical with that described in the Title particulars given in this Contract.
- 1.2. Any fence or wall purporting to be a boundary of the Land is deemed to be on the title boundary of the Land and if a fence or wall or any part of either of them is found to be within or outside the title boundary of the Land, the Purchaser will not have any claim on that ground against the Vendor.
- 1.3. The Purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in its area or measurements or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

2. Condition of Land

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

3. Disclosure

- 3.1. The Purchaser acknowledges that prior to the signing or payment of any money paid under this Contract or any other document relating to this sale which is or is intended to be legally binding, they received from the Vendor's Agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents' Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this Contract.

4. Public Auction (if applicable)

- 4.1. The property is offered for sale by public auction, subject to the Vendor's reserve price. the Rules for the conduct of the auction shall be set out in the copy of Schedule 1 of the *Sale of Land (Public Auctions) Regulations 2014* attached hereto.
- 4.2. The bidder to whom the property is knocked down shall immediately upon the fall of the hammer sign this Contract and pay the deposit to the Agent. If after twenty (20) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the property or have any interest legal or equitable in the property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

5. Warranties and Representations

- 5.1. The Purchaser acknowledges that the Vendor's Agent has acted as Agent for the Vendor and that no representation or warranty to the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied upon by the Purchaser and that no such information, representation or warranty has in fact been relied upon by the Purchaser, and the Purchaser further agrees that this Contract is the sole and full repository of the agreement made.
- 5.2. The Vendor will not provide a certificate of occupancy as it is not a legal requirement to do so.
- 5.3. The Purchaser will be responsible for the connection and or transfer of all services to the property and will bear all costs associated with such connection and or transfer.
- 5.4. The Vendor makes no representation that the services referred to in the Vendor Statement are adequate for the Purchaser's proposed use of the property and the Purchaser should make appropriate enquiries of service providers. The provision of services may change between Day of Sale or Date of Contract and the Settlement Date or payment of the balance of the price and the Vendor makes no representation that the provision of the services will remain the same between the Date of Sale or Date of Contract and the Settlement Date or payment of the balance price.

6. Planning and Other Use or Development Restriction

- 6.1. The land is sold and the Purchaser buys subject to any and all restrictions, conditions and controls as to planning, building control, use and development under any legislation or subordinate legislation and under any order, planning scheme, regulation, by-law or permit contained in or made pursuant to any such legislation, including without limitation any planning instruments referred to in the Vendor's Statement. No such restrictions, conditions or controls (nor any breach or non-compliance with any of them) shall constitute a defect in the Vendor's title or otherwise give rise to any claim against the Vendor, and the Purchaser shall not make any requisition in respect of such matters.
- 6.2. The Purchaser acknowledges and agrees that the Vendor makes no warranties or representations about whether the Land may be used for any particular purpose, and the Purchaser acknowledges and agrees that it shall not and is not entitled to:

6.2.1. take any objection or make any requisition or claim any compensation in respect of; or

6.2.2. rescind, terminate or delay settlement as a consequence of the ability or in-ability to use the Land for any particular purpose.

6.3. General Condition 5 does not apply to this Contract.

7. Guarantee

7.1. In the event the Purchaser is a company:

7.1.1. the due performance of this Contract shall be guaranteed personally by each of the directors of the said Company and the Company shall procure that all of the directors shall execute the form of Guarantee annexed to and forming part of this Contract simultaneously with the execution of this Contract by the Purchaser; and

7.1.2. each person who signs this Contract on behalf of the Purchaser will be personally liable for the due performance of the Purchaser's obligations under the Contract to the same extent as if that person had been personally named as the Purchaser in the Contract.

7.2. General Condition 3 does not apply to this Contract.

8. Nomination

8.1. If the Purchaser nominates in accordance with General Condition 4, the nomination must be in the form then endorsed by the Law Institute of Victoria and submitted to the Vendor's solicitors, and if the nominee is a Company the nomination must be accompanied by a Guarantee in the form annexed to and forming part of this Contract duly executed by each of the directors of the said nominee Company.

8.2. The Purchaser may nominate a substitute or additional purchaser not less than 14 days prior to the settlement date and the Purchaser must pay the Vendor's costs of \$250 plus GST for each and every Nomination by the Purchaser. These costs must be included in the Statement of Adjustments and paid at settlement.

8.3. The Purchaser indemnifies and will keep indemnified the Vendor against all liability for the payment of any duty plus penalties and interest (if any) which becomes or may become payable in respect to any transfer or other instrument of conveyance of the whole or any part of the Land to the Purchaser or to any substituted or additional Purchaser.

9. Purchaser Failing to Complete

9.1. The Purchaser acknowledges that the Vendor has given notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date for settlement under the Contract, the Vendor will or may suffer the following losses, costs and expenses which the Purchaser should be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract.

9.1.1. the costs of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance; and/or

9.1.2. interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement under this Contract; and/or

9.1.3. accommodation expenses necessarily incurred by the Vendor; and/or

9.1.4. legal costs and expenses on a Solicitor and own client basis; and/or

9.1.5. penalties payable or discounts lost by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/or other penalties).

10. Interest Payable on Default

10.1. If the Purchaser defaults in the payment of any monies under this Contract the Purchaser shall pay to the Vendor interest at the rate of 4% higher than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default and without limiting any other rights of the Vendor pursuant to this Contract.

10.2. General Condition 33 does not apply to this Contract.

11. Stamp Duty – Purchasers Buying Unequal Shares

11.1. The Purchaser shall be liable for all stamp duty payable on the Transfer of Land and the Purchaser shall indemnify the Vendor against all claims, actions, liabilities and penalties arising under the Duties Act 2000 in connection with this Contract including any nomination of a substitute or additional Purchaser or the Transfer of Land.

11.2. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records, at the date of sale, the proportions in which they are buying the property ("the proportions").

11.3. If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to

pay any additional duty which may be assessed as a result of the variation.

11.4. The Purchasers fully indemnify the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer offering from those in the Contract.

11.5. This Special Condition will not merge on completion.

12. Swimming Pool (if Applicable)

12.1. The Purchaser notes that the Vendor makes no warranties regarding the Swimming Pool/Spa and Fencing, and that the Purchaser is satisfied with their own inspections/investigations regarding the same.

12.2. In the event that an unfenced and/or non-compliant and/or unregistered swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or fencing certification to be renewed or otherwise protected or compliance requirements are to be satisfied, the Purchaser warrants that it shall, at its own expense, comply with the provision of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water and complete any works and obtain any Permit /Approvals /Certificates, etc required to ensure compliance of the relevant laws.

12.3. The Purchaser warrants that it shall, at its own expense obtain the Certificate of Registration for the private swimming pool/spa/other water body located on the land and the Certificate of Pool Barrier Compliance after settlement.

12.4. The Purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price or request the Vendor to carry out any works for:

12.4.1. any alleged non-compliance of the swimming pool, spa or other body of water and/or fencing with Building Act 1993 and the Building Regulations 2006 and any other laws, the Building Code of Australia or any other regulations, rules or local laws; and/or

12.4.2. the state of repair, condition or quality of the swimming pool, spa or other body of water and/or fencing; and/or

12.4.3. Certificate of Registration for the private swimming pool/spa/other water body and the Certificate of Pool Barrier Compliance.

12.5. The Purchaser hereby indemnifies and keeps indemnified the Vendor against any losses that may Occur from the Purchasers non-compliance of Special Condition 12.

12.6. This special condition does not merge at settlement.

13. Solar Panel (if applicable)

13.1. The purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

13.1.1. Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;

13.1.2. The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

13.1.3. The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

14. Self-Contained Smoke Alarms

14.1. The purchaser acknowledges that, if the vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchasers cost and expense.

15. Foreign Acquisition

15.1. The Purchaser warrants that in the event that he or she is a person as defined by (Section 27A) of the Foreign Acquisitions & Takeovers Act 1975 (Cth) all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages be recoverable from the Purchaser.

15.2. If the Purchaser breaches such warranty the Vendor may rescind the contract and retain the deposit and any interest and the Purchaser must indemnify, hold harmless and keep indemnified the Vendor against any loss or claim that the Vendor suffers or incurs as a result of any breach of the special condition.

16. Miscellaneous and Interpretation

16.1. In this Contract, unless the context otherwise requires:

16.1.1. the singular shall be deemed to include the plural and vice versa;

16.1.2. where there is more than one person named as the Purchaser, all covenants, conditions, obligations, undertakings, acknowledgements and agreements on their part shall bind them jointly and severally to this Contract;

16.1.3. in the event of any part of this Contract being or becoming void or unenforceable or being illegal then that part shall be severed from this Contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance; and

16.1.4. the provisions of this Contract shall not merge on or by virtue of settlement of this Contract.

17. Land Tax

17.1. As of the 1 January 2024 General Condition 23.2 (b) is no longer applicable, Land tax is not an adjustable item.

18. Changes to GC 23

18.1 General 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.

19. Changes to GC 28

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

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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 no later than 14 days before the due date for settlement nominate a substitute 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.

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 at the foot 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.
- 13.8 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgement 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 lodgement 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 lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement 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 lodgement.
- 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 lodgement 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 lodgement 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, unless the margin scheme applies.
- 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 lodgement 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 lodgement 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 lodgement 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.

Vendor GST Withholding Notice

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

To: The Purchaser/s

From: Richard Kenneth Riddell and Lynette Robyn Riddell, 42 Corella Drive, Whittlesea VIC 3757

Property Address: 42 Corella Drive, Whittlesea VIC 3757

Lot: 60 Plan of subdivision: 422044

The Purchaser 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

Dated: 23 January 2025

On behalf of the abovenamed Vendors.



Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	42 CORELLA DRIVE, WHITTLESEA VIC 3757
-------------	---------------------------------------

Vendor's name	Richard Kenneth Riddell	Date	23/01/2025
Vendor's signature			
Vendor's name	Lynette Robyn Riddell	Date	23/01/2025
Vendor's signature			

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Not Applicable

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

Due Diligence Checklist	City of Whittlesea Land Information Certificate
Register Search Statement Volume 10489 Folio 758	Yarra Valley Water Information Statement
Plan of Subdivision PS422044B	Vic Roads Property Certificate
Instrument Agreement 173 W317234H	City of Whittlesea Building Approvals Certificate
Planning Property report	Certificate of Pool and Spa Compliance
Property Report	Nature Strip Garden Permit

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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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 10489 FOLIO 758

Security no : 124120756736G
Produced 18/12/2024 11:27 AM

LAND DESCRIPTION

Lot 60 on Plan of Subdivision 422044B.
PARENT TITLE Volume 10462 Folio 158
Created by instrument PS422044B 04/01/2000

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

RICHARD KENNETH RIDDELL
LYNETTE ROBYN RIDDELL both of 4 CRYSTAL CL. WHITTLESEA 3757
W624211M 25/02/2000

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE W624212J 25/02/2000
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
W317234H 29/09/1999

DIAGRAM LOCATION

SEE PS422044B 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: 42 CORELLA DRIVE WHITTLESEA VIC 3757

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 22/10/2016

DOCUMENT END

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Document Identification	PS422044B
Number of Pages (excluding this cover sheet)	5
Document Assembled	08/01/2025 14:11

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PLAN OF SUBDIVISION	Stage No.	LTO use only	PLAN NUMBER
	/	EDITION 1	PS 422044B

Location of Land
 Parish: Toorourrong
 Township: _____
 Section: 3
 Crown Allotment: A (Part) and A¹ (Part)
 Crown Portion: _____

LTO base record: DCMB
 Title References:
Vol 10462 Fol 158

Last Plan Reference: PS 416612Y Lot C
 Postal Address: Corella Drive
 Whittlesea 3757

AMG Co-ordinates: E 332,900m
 (Of approx. centre of plan) N 5,845,680m Zone 55

Council Certification and Endorsement

Council Name: Whittlesea City Council Ref: 147939

1. ~~This plan is certified under section 6 of the Subdivision Act 1988.~~
2. This plan is certified under section 11(7) of the Subdivision Act 1988.
 Date of original certification under section 6 12 / 7 / 1999
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage _____~~

Council Delegate
~~Council seal~~

Date 16 / 9 / 99

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROADS RI RESERVE No.1	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL

Notations

Depth Limitation: Does not apply	Staging This is is not a staged subdivision Planning Permit No. _____
Number of lots: 29 Area of stage: 2.476ha Lot numbers A to C (both inclusive) and I to 39 (both inclusive) have been omitted from this plan.	Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). _____ In Proclaimed Survey Area no. _____

Easement Information

Legend:				
E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement				
A - Appurtenant Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	SEE DIAG.	PS 416612Y	LAND IN PS 416612Y
	SEWERAGE	SEE	PS 416612Y	YARRA VALLEY WATER LIMITED
	DRAINAGE AND SEWERAGE	SEE	THIS PLAN	LAND IN THIS PLAN
E-2	DRAINAGE AND SEWERAGE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
	SEWERAGE	SEE	THIS PLAN	YARRA VALLEY WATER LIMITED
E-3	DRAINAGE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
	WATER SUPPLY	SEE	THIS PLAN	LAND IN THIS PLAN AND
		SEE		YARRA VALLEY WATER LIMITED
RI	WAY, DRAINAGE AND SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY AND TELECOMMUNICATIONS	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN

LTO use only _____

Statement of Compliance / Exemption Statement

Received

Date 4 / 1 / 2000


LTO use only _____

PLAN REGISTERED
 TIME 3:40 PM
 DATE 4 / 1 / 2000

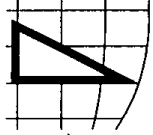
Kam Koh
 Assistant Registrar of Titles

Sheet 1 of 5 Sheets

LICENSED SURVEYOR MALCOLM JOHN PERRIAM
 REF 6982/2/01 VERSION 2 DATE 23/2/1999 SIGNATURE _____



PEYTON WAITE
 CONSULTING LAND SURVEYORS & TOWN PLANNERS
 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884
 CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



6982.G26

DATE 16 / 9 / 99
 COUNCIL DELEGATE SIGNATURE _____

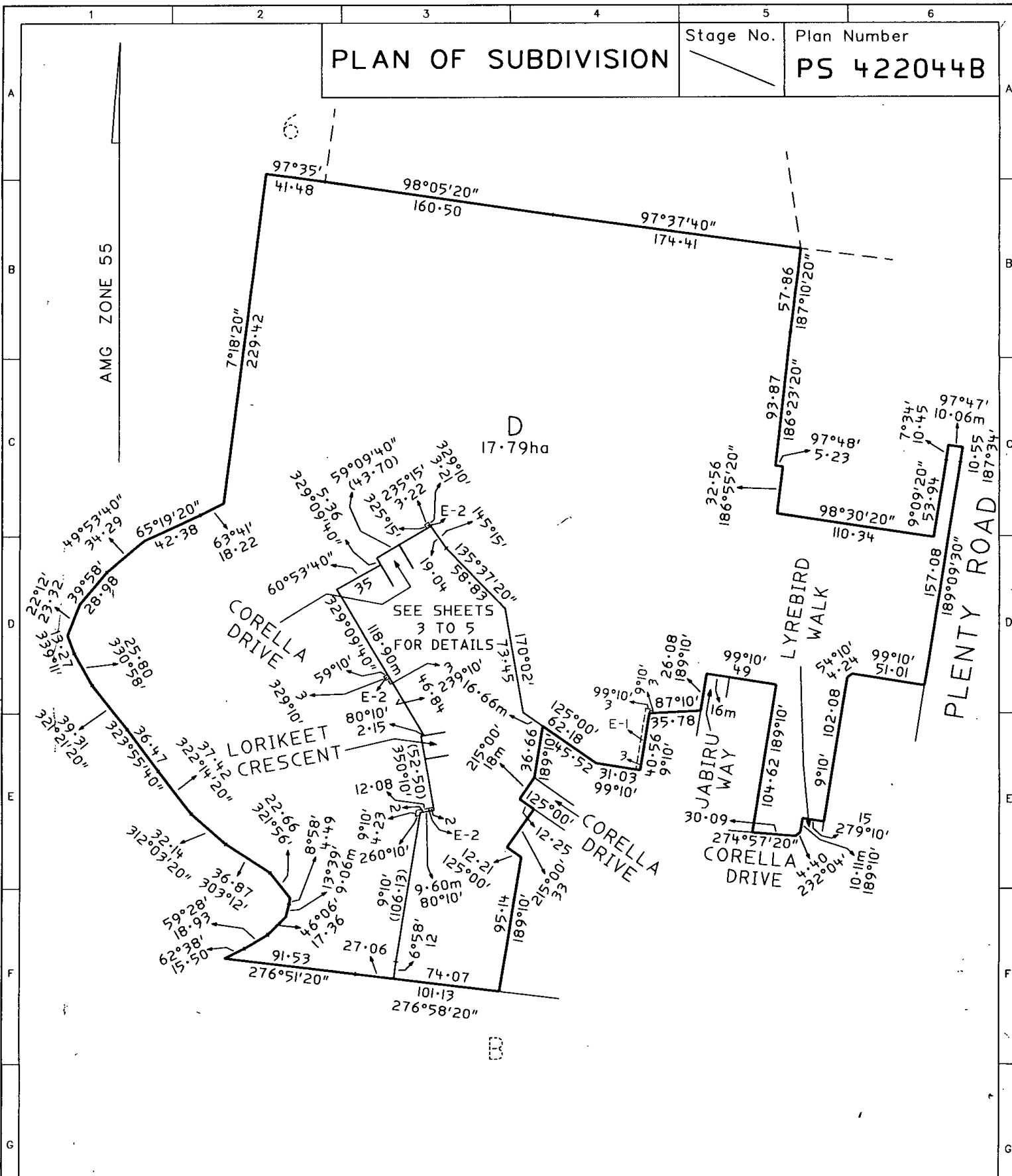
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 422044B



ORIGINAL SCALE

SHEET SIZE A3

SCALE 1:2500

LENGTHS ARE IN METRES

25 0 25 50 75 100

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE _____ DATE 23/2/1999

REF 6982/2/01 VERSION 2 6982.G26

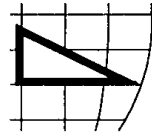


PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884

CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



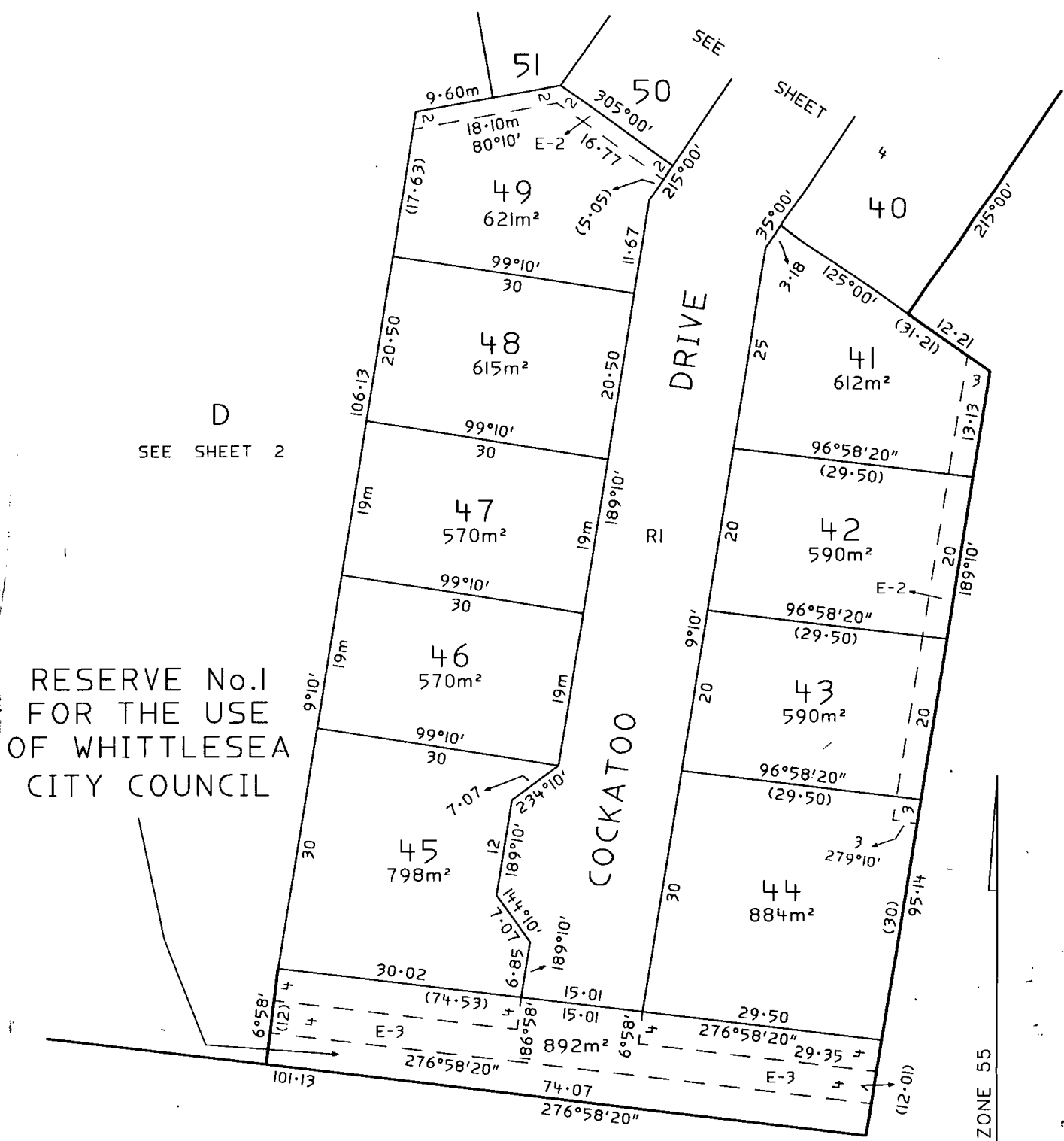
SHEET 2 OF 5 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No. _____ Plan Number
PS 422044B



RESERVE No.1
FOR THE USE
OF WHITTLESEA
CITY COUNCIL

D
SEE SHEET 2

AMG ZONE 55

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:500

LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE _____ DATE 23/2/1999

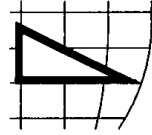
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SHEET 3 OF 5 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

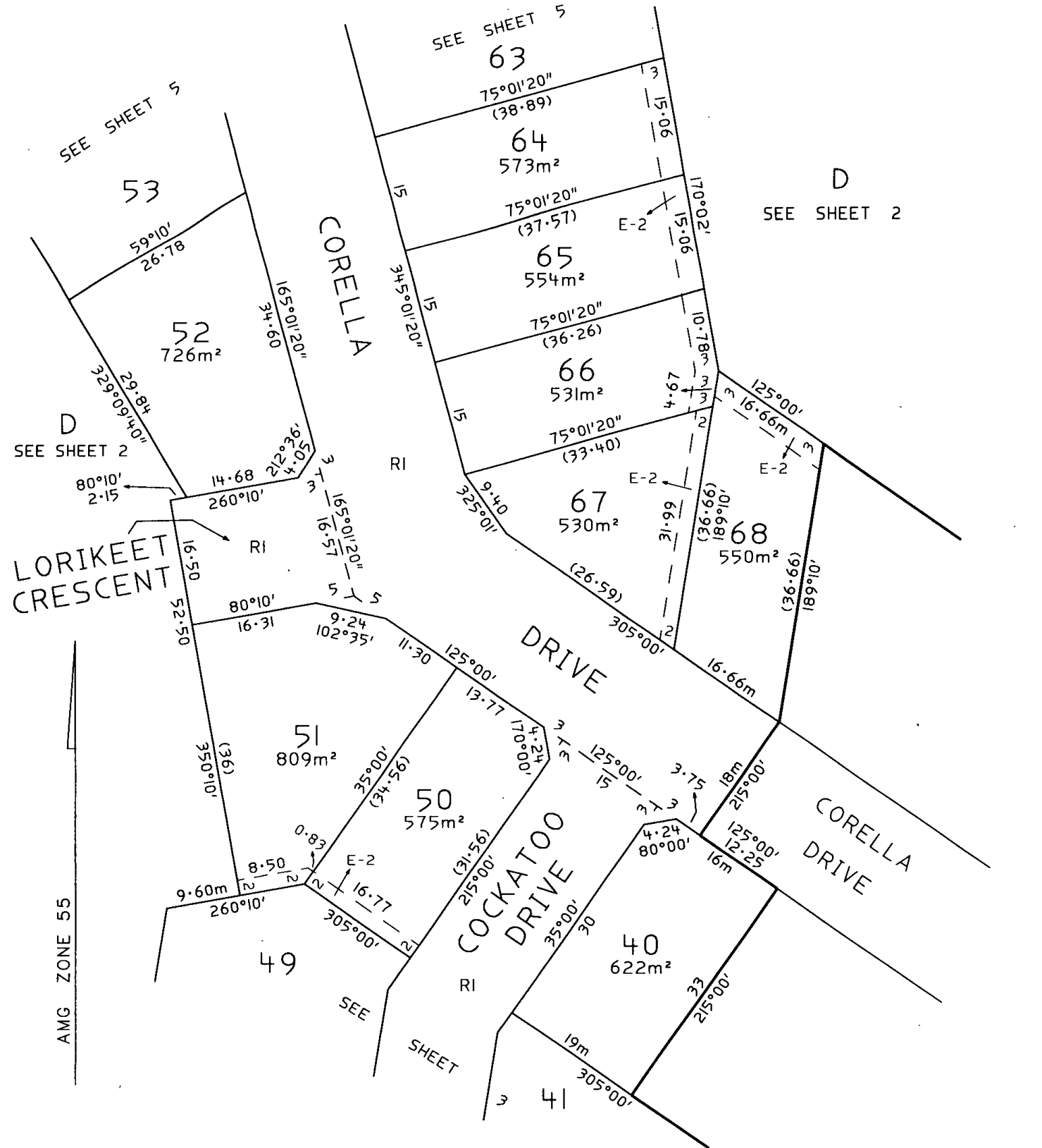


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CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



PLAN OF SUBDIVISION

Stage No. _____ Plan Number
PS 422044B

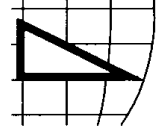


ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:500
 LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM
 SIGNATURE _____ DATE 23/2/1999
 REF 6982/2/01 VERSION 2 6982.G26



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SHEET 4 OF 5 SHEETS

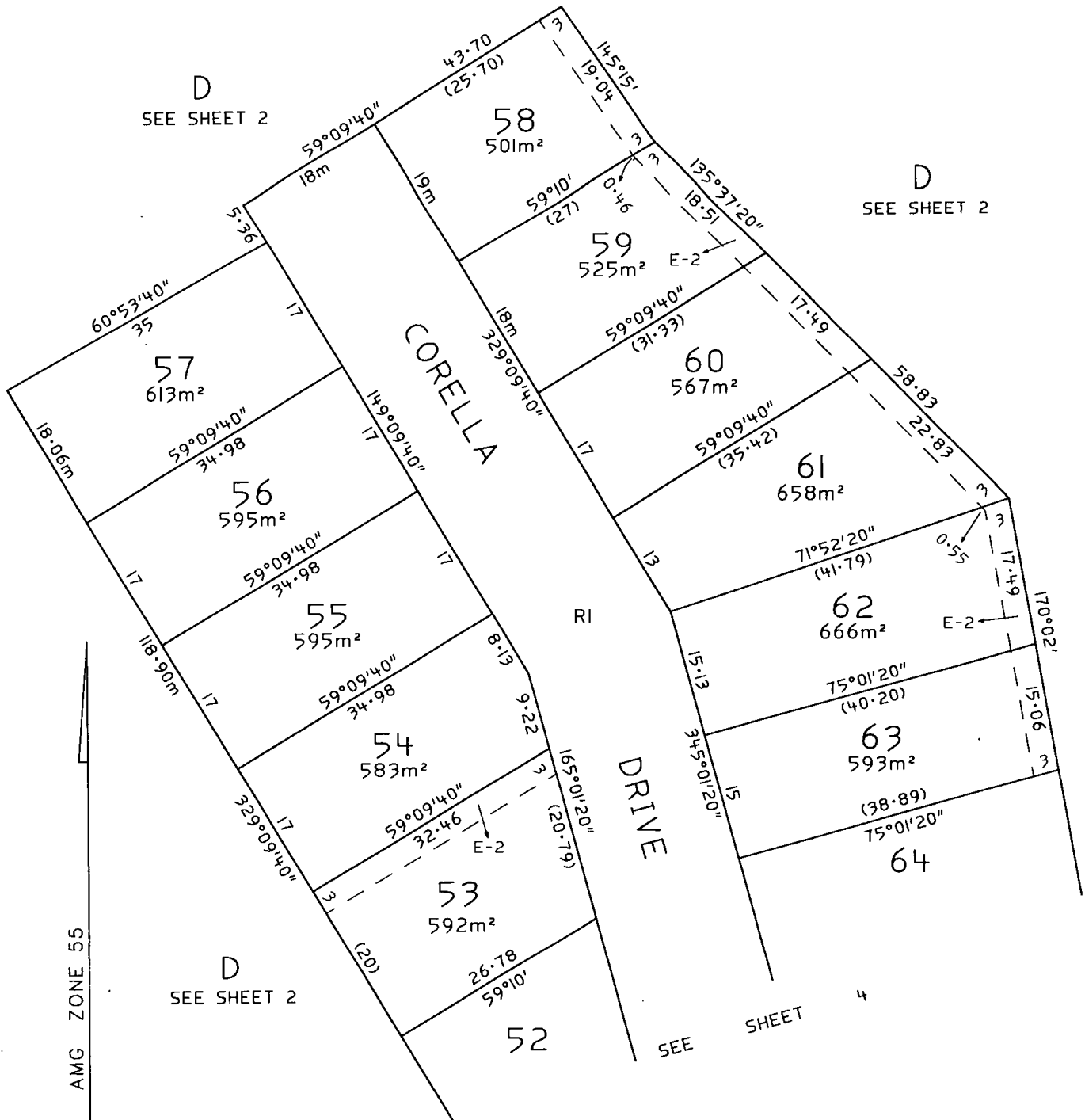
DATE / /
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 422044B



AMG ZONE 55

ORIGINAL SCALE

SHEET SIZE: A3 | SCALE: 1:500

LENGTHS ARE IN METRES

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

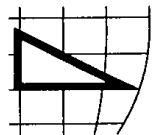
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REF 6982/2/01 VERSION 2 6982.626



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W317234H
290999 1045 173

Form 13



APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

NOTICE SENT

28 OCT 1999

RE CAVEAT:
W0917920

CAVEAT

Lodged at the Land Titles Office by:

Name: Maddock Lonie & Chisholm
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TNH:649657
Customer Code: 1167E

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.

Land: Volume 10413 Folio 820 and more particularly lots B, 7, 8, 17, 18 & C on the plan of subdivision no. PS 416612Y
10462-123/4
10462-157 *10462-133/4* *10462-158*
AS 6.10.99

Authority: Whittlesea City Council of Ferres Boulevard, South Morang

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

A copy of the agreement is attached to this application

Signature for the Authority: *[Handwritten Signature]*

Name of officer: *GRAEME BRENNAN*

Office held: *CHIEF EXECUTIVE OFFICER*

Date: *13 September 1999*
{/PL3}



DW317234H-1-6

As 6.10.99

Maddock Lonie & Chisholm

LAWYERS



DATED

1999

WHITTLESEA CITY COUNCIL

- and -

COLLINS CREST PTY LTD ACN 071 759 996

**Agreement Under Section 173 of the Planning and
Environment Act 1987**

Subject Land: part of 2415 Plenty Road, Whittlesea

W317234H
290999 1045 173



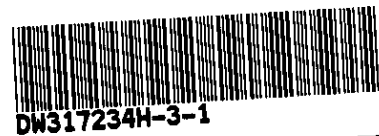
A MEMBER OF
advocasia
ADELAIDE, COLOMBO, DUBAI, HONG KONG,
JAKARTA, KUALA LUMPUR, MANILA, MELBOURNE,
MUMBAI, NEW DELHI, PERTH, SINGAPORE, SYDNEY, TIANJIN

140 WILLIAM STREET MELBOURNE VICTORIA AUSTRALIA 3000
EMAIL: info@maddocks.com.au
WEB SITE: www.maddocks.com.au
TELEPHONE: + (61 3) 9288 0555
FACSIMILE: + (61 3) 9288 0666
DX 259 MELBOURNE



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290999 1045 173



THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on 13 September 1999

BETWEEN

WHITTLESEA CITY COUNCIL
of Ferres Boulevard, South Morang



("Council")

AND

COLLINS CREST PTY LTD ACN 071 759 996
of "Kooramidgee" Dall Road, Whittlesea

("Owner")

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Owner has submitted to Council the Plan of Subdivision of the Subject Land.
- D. Council requires the Owner to enter into the obligations created by this Agreement as a condition of approval of the Plan of Subdivision.
- E. On 10 August 1999 Council and the Owner agreed to enter into this agreement in connection with certain amendments to the Plan of Subdivision that were agreed between the Owner and Council.
- F. The parties enter into this Agreement to:
 - (a) implement the agreement reached between Council and the Owner in relation to amendments to the Plan of Subdivision; and
 - (b) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

"Act" means the Planning and Environment Act 1987;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

"lot" means a lot on the Plan of Subdivision;



2.

"Owner" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession;

"party or parties" means the Owner and Council under this Agreement as appropriate;

"Plan of Subdivision" means the plan of subdivision for the Subject Land and surrounding land that was certified by Council on 28 April 1999, a copy of which is contained in Annexure A;

"Planning Scheme" means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land;

"Subject Land" means part of the land situated at 2415 Plenty Road, Whittlesea being the land referred to in Certificates of Title Volume 10413 Folio 820 and more particularly described as lots B, 7, 8, 17 and 18 on the Plan of Subdivision and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it;

"Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

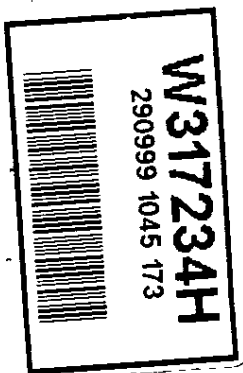
2. INTERPRETATION

In this Agreement unless the context admits otherwise:



- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

{649657/SAC/SAC0442:1}



3.

2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees that:

3.1 Fencing adjoining Council reserves

the owner of any lot is responsible for the ongoing maintenance and repair of all fencing separating the lot from any reserves on the Subject Land.

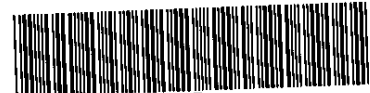
4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:



DW317234H-6-2

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.



5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in

4.



writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 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
- 8.1.3 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.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way



{649657/SAC/SAC0442:1}

5.

amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

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 must be severed and the other provisions of this Agreement will remain operative.

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.



{649657/SAC/SAC0442:1}

6.

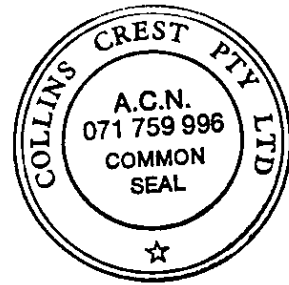
EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of)
WHITTLESEA CITY COUNCIL is)
affixed in the presence of:)

[Handwritten Signature]
.....

Delegate

THE COMMON SEAL of COLLINS)
CREST PTY LTD ACN 071 759 996 was)
affixed in the presence of authorised)
persons:)



[Handwritten Signature]
.....

Director

WALTER HILAIRE MOTT

Full name

60 DALLS ROAD,
WHITTLESEA. 3757
.....

Usual address

[Handwritten Signature]
.....

Director (or Company Secretary)

MARGARET HYLDA KIDD

Full name

15 NILAND RISE,
TEMPLESTOWE
.....

Usual address



DW317234H-9-4



{649657/SAC/SAC0442:1}

ANNEXURE A



The Plan of Subdivision

PLAN OF SUBDIVISION	Stage No. / EDITION	LTO use only	PLAN NUMBER PS 416612Y
----------------------------	---------------------	--------------	----------------------------------

Location of Land
 Parish: Toorourrong
 Township: _____
 Section: 9
 Crown Allotment: A (Part) and A' (Part)
 Crown Portion: _____

LTO base record: DCMB
 Title References:
 Vol Fol

Last Plan Reference: PS 416611B Lot 1
 Postal Address: 2415 Plenty Road
 Whittlesea 3757

AMG Co-ordinates: E 333,100m
 (Of approx. centre of plan) N 5,845,840m Zone 55

Council Certification and Endorsement

Council Name: Whittlesea City Council Ref: **146874**

- ~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~
2. This plan is certified under section 11(7) of the Subdivision Act 1988.
 Date of original certification under section 6 4 / 12 / 1998
- ~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.
 (ii) The requirement has been satisfied.
~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate
~~Council seal~~ *[Signature]*
 Date **2 / 4 / 99**



Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROADS RI	WHITTLESEA CITY COUNCIL
RESERVES No.1, No.2 No.3 AND No.4	WHITTLESEA CITY COUNCIL
RESERVE No.5	EASTERN ENERGY LIMITED

Notations

Depth Limitation: Does not apply.	Staging: This is/is not a staged subdivision Planning Permit No. _____
-----------------------------------	---------------------------------------------------------------------------

Number of lots: 39
 Area of stage: 4.367ha

Survey: This plan is / is not based on survey.
 To be completed where applicable.
 This survey has been connected to permanent marks no(s). _____
 In Proclaimed Survey: Area no. _____

Easement Information

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
A-1	DRAINAGE	3-06	INST 2179194	LOT 1 ON TP88188
E-1	DRAINAGE AND SEWERAGE	9	THIS PLAN	LAND IN THIS PLAN
E-2	SEWERAGE	9	THIS PLAN	YARRA VALLEY WATER LIMITED
E-2	WATER SUPPLY	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN AND YARRA VALLEY WATER LIMITED
RI	WAY, DRAINAGE AND SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY AND TELECOMMUNICATIONS	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN

LICENSED SURVEYOR MALCOLM JOHN PERRIAM
 REF 6982/1/01 VERSION 7 DATE 29/2/1999 SIGNATURE *[Signature]*

LTO use only _____
 Statement of Compliance / Exemption Statement

Received
 Date / /

LTO use only _____
 PLAN REGISTERED
 TIME
 DATE / /

Assistant Registrar of Titles

Sheet 1 of 9 Sheets



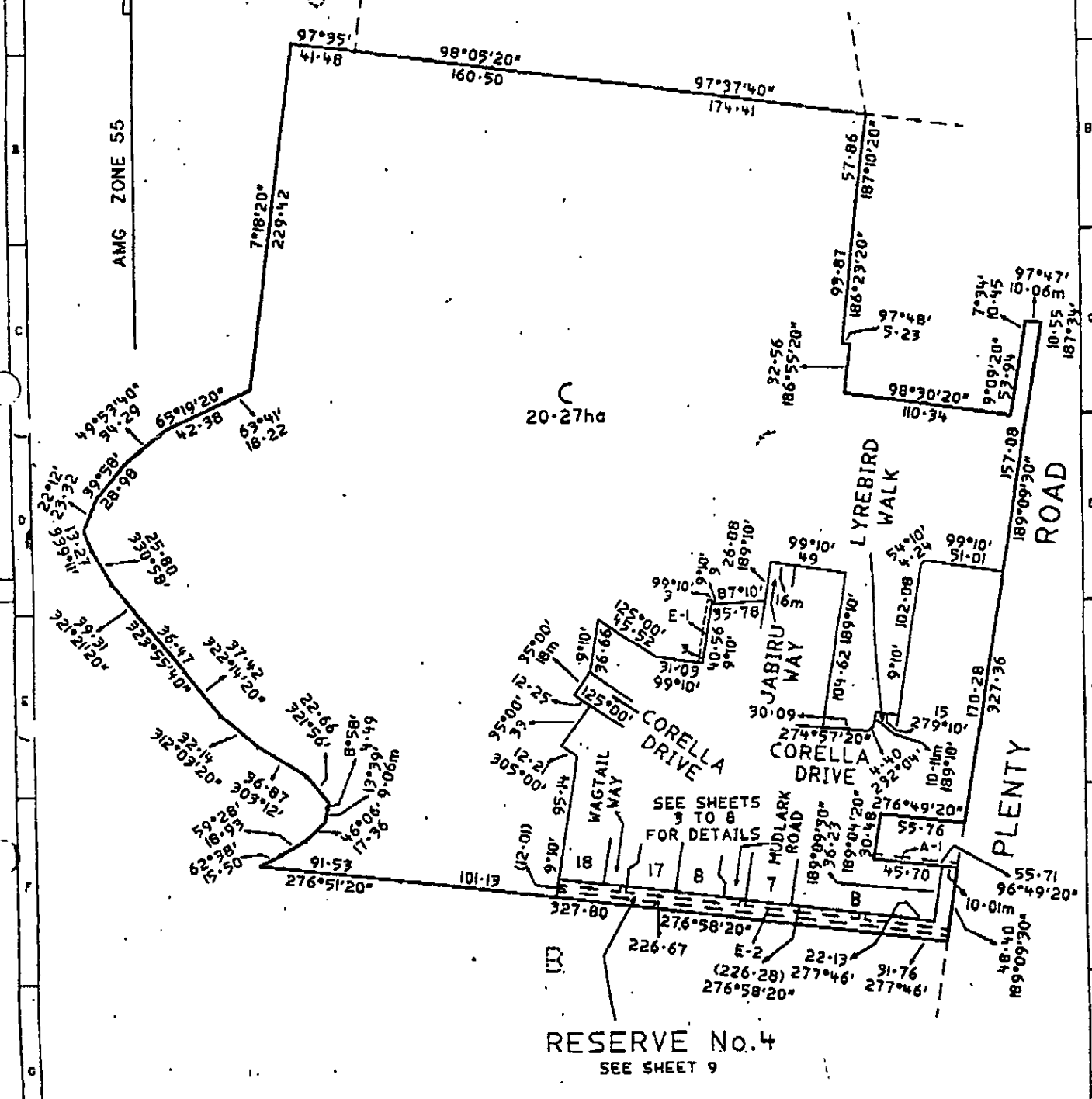
PEYTON WAITE
 CONSULTING LAND SURVEYORS & TOWN PLANNERS
 253 PLENTY ROAD PRESTON 3072 PHONE 94764833 FAX 94766882 A.C.J. 004 063 884
 6982.605



[Signature]
 DATE **28 / 4 / 99**
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 416612Y
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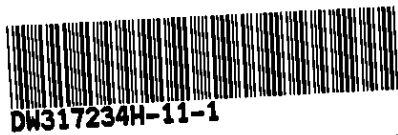
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SHEET SIZE A3	SCALE 1:2500	SIGNATURE <i>M. Perriam</i>	DATE 23/2/1999
	LENGTHS ARE IN METRES	REF 6982/1/04	VERSION 7
			6982.G05



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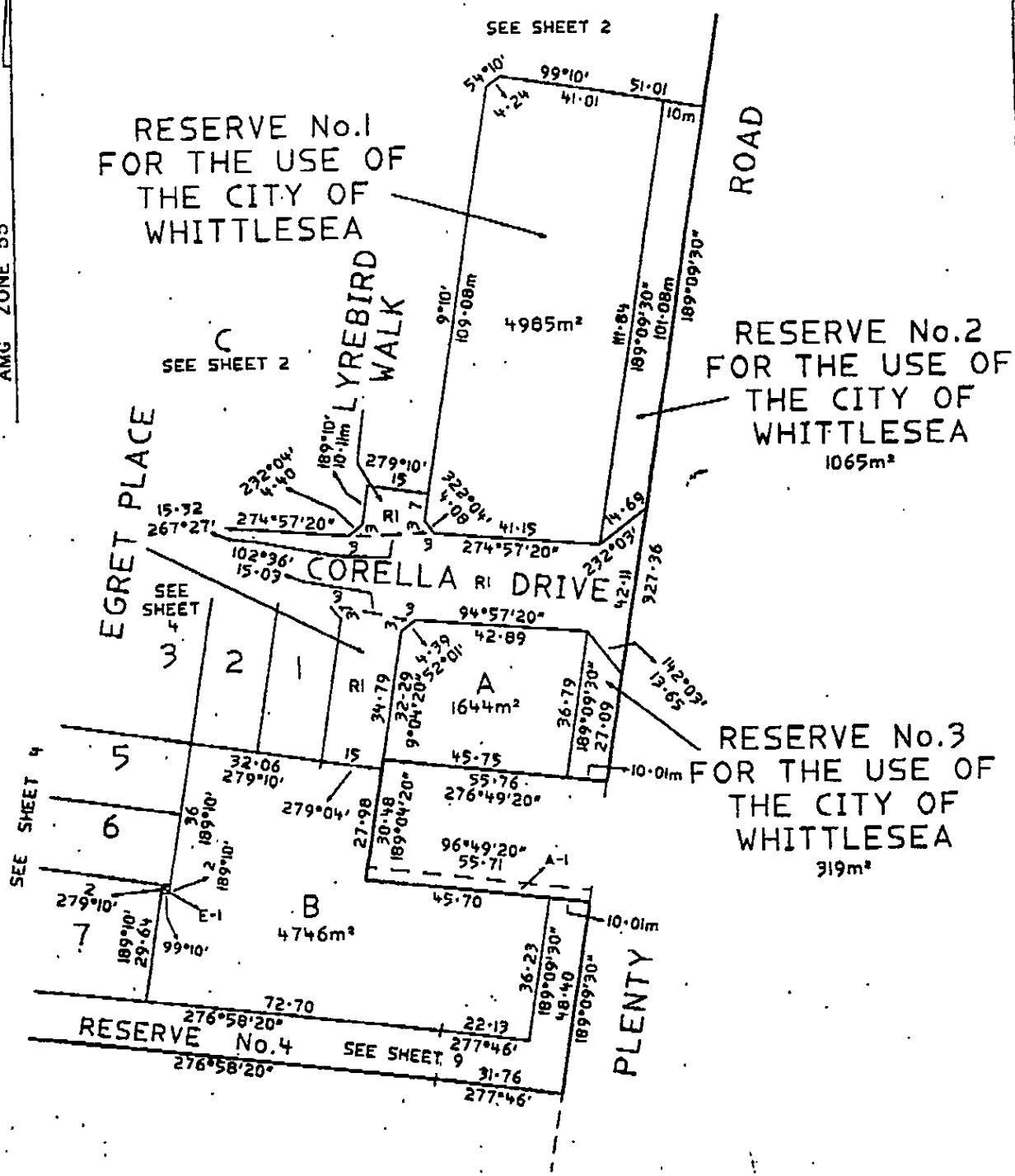
SHEET 2 OF 9 SHEETS
M. Perriam
 DATE 28/4/99
 COUNCIL DELEGATE SIGNATURE



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PLAN OF SUBDIVISION Stage No. Plan Number PS 416612Y

AMG ZONE 55



ORIGINAL SCALE 10 0 10 20 30 40 LENGTHS ARE IN METRES

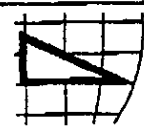
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SIGNATURE *M. Perriam* DATE 23/2/1999

REF 6982/1/01 VERSION 7 6982.G05



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SHEET 3 OF 9 SHEETS

M. Perriam
 DATE 28/4/99
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DW317234H-13-7

W317234H

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CERTIFIED QUALITY SYSTEM - ISO 9001 (MKT) REG. NO. 106



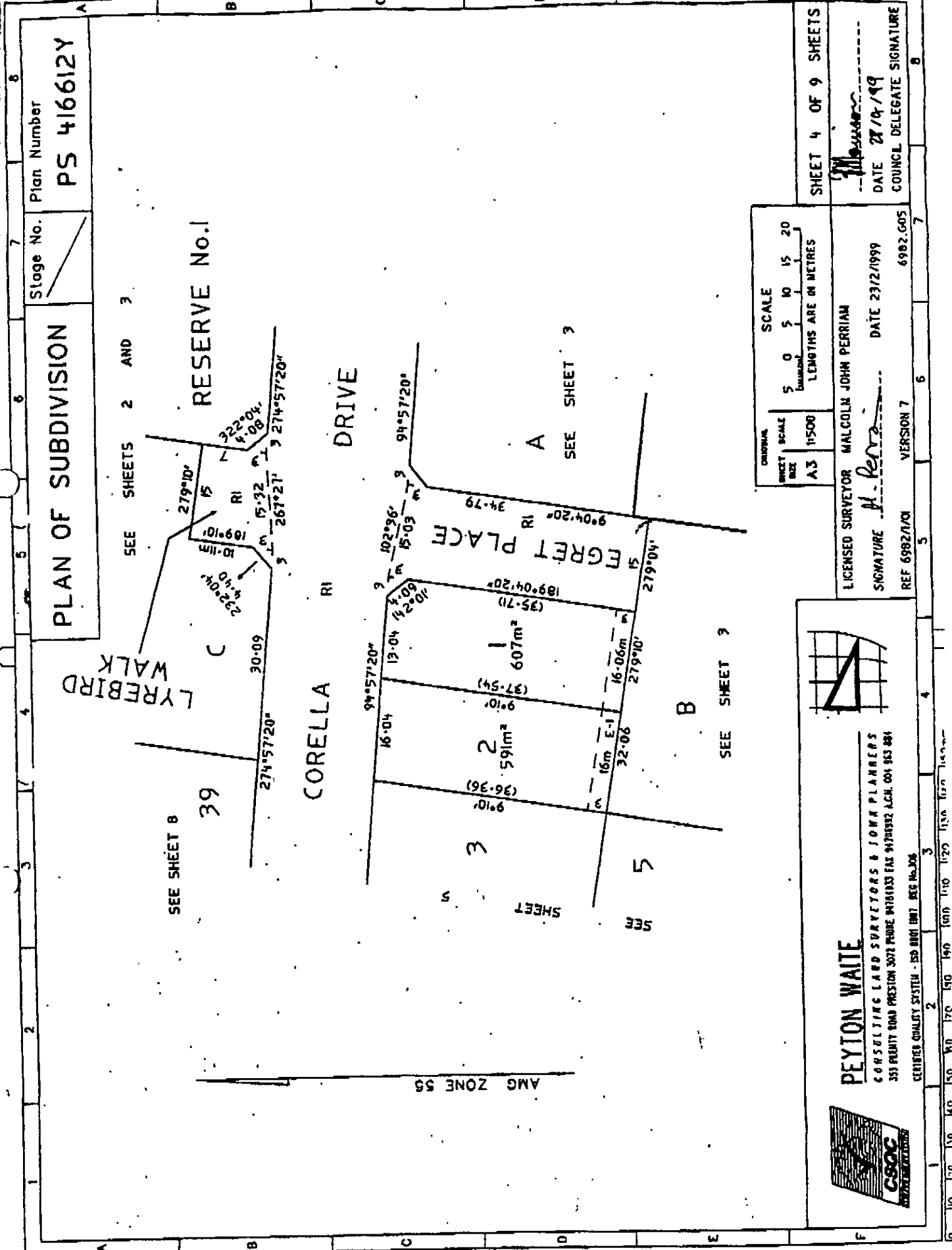
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SIGNATURE *M. Perria* DATE 23/2/1999

REF 6982/1/01 VERSION 7 6982.005

ORIGINAL	SCALE
SHEET NO. A3	1:1500
LENGTHS ARE IN METRES	

SHEET 4 OF 9 SHEETS
DATE 28/04/99
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

Stage No. / Plan Number
PS 416612Y

SEE SHEETS 2 AND 3

SEE SHEET 0

39

RESERVE No.1

CORELLA DRIVE

AMG ZONE 55

FUGRET PLACE

SEE SHEET 1

2

3

SEE SHEET 5

5

B

SEE SHEET 3

A

SEE SHEET 3

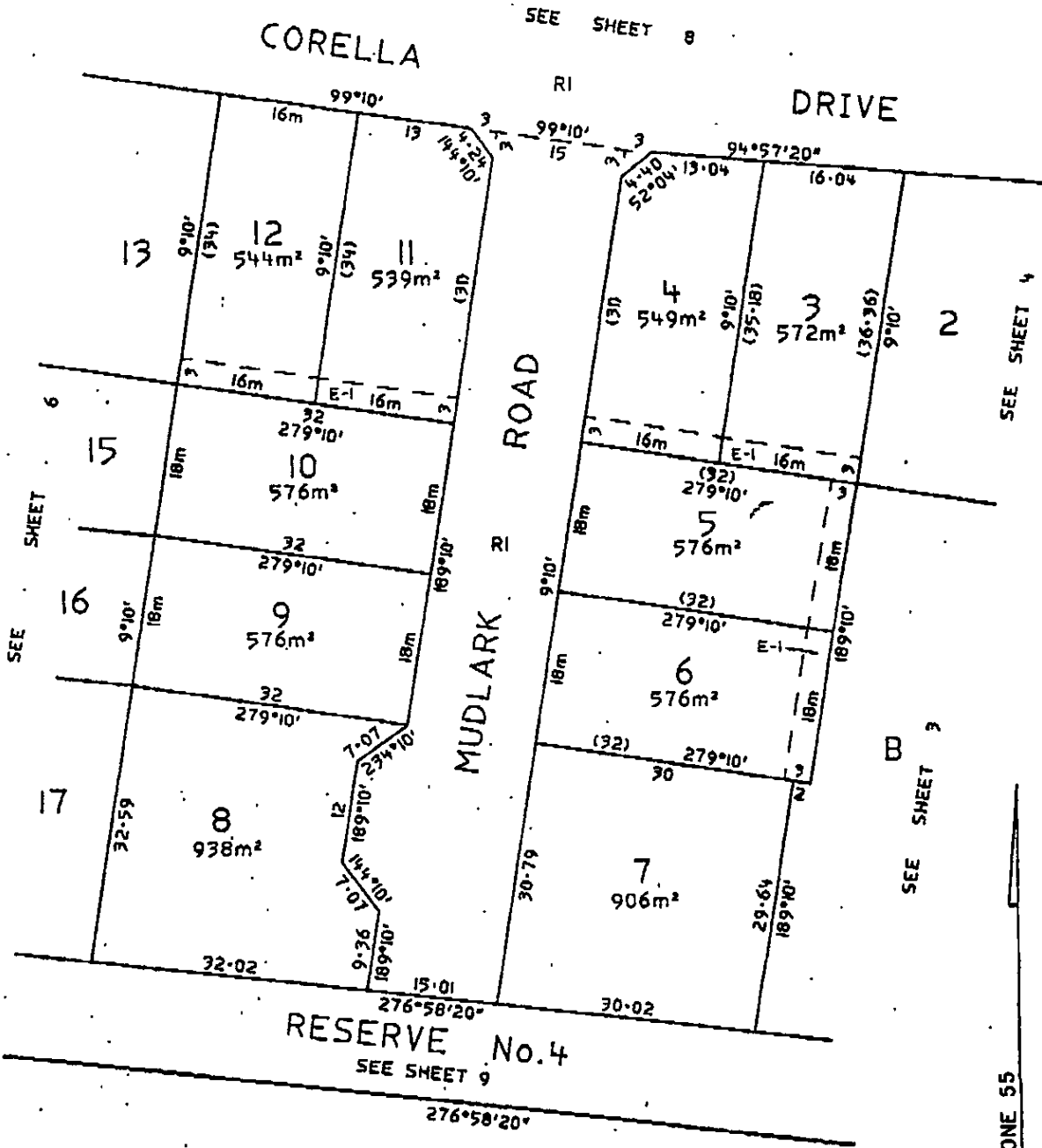
1 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 416612Y



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SHEET SIZE	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIGNATURE <i>M. Perriam</i> DATE 29/2/1999
A3	1:500	REF 6982/1/01 VERSION 7 6982.G05



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SHEET 5 OF 9 SHEETS
 DATE 28/4/99
 COUNCIL DELEGATE SIGNATURE



DW317234H-14-5

W317234H
 290999 1045 173

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 416612Y

RESERVE No.5
FOR THE USE OF
EASTERN ENERGY
LIMITED
34m²

SEE SHEET 7

CORELLA

SEE SHEET 8

DRIVE

SEE SHEET 7

22

305°00' 19°13' 73°08'40" 92°80'

21
582m²

96°58'20" 29°50'

20
590m²

96°58'20" 29°50'

19
590m²

96°58'20" 29°50'

18
884m²

29°50' 12°01'

RESERVE No.4
SEE SHEET 9

WAGTAIL
RI
WAY

WAGTAIL
RI
WAY

99°10' 15'

99°10' 15'

99°10' 15'

99°10' 15'

99°10' 15'

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99°10' 15'

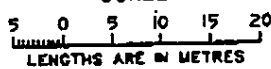
AMG ZONE 55

SEE SHEET 2

SEE SHEET 5

ORIGINAL
SHEET
SIZE
A3

SCALE
1:500



LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE *M. Perriam*

DATE 29/2/1999

REF 6982/1/01 VERSION 7

6982.605



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CONSULTING LAND SURVEYORS & TOWN PLANNERS
353 PLENTY ROAD PRESTON 3072 PHONE 047841333 FAX 047868992 A.C.N. 004 963 884
CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.308



SHEET 6 OF 9 SHEETS

M. Perriam

DATE 28/4/99

COUNCIL DELEGATE SIGNATURE

W317234H

290999 1045 173

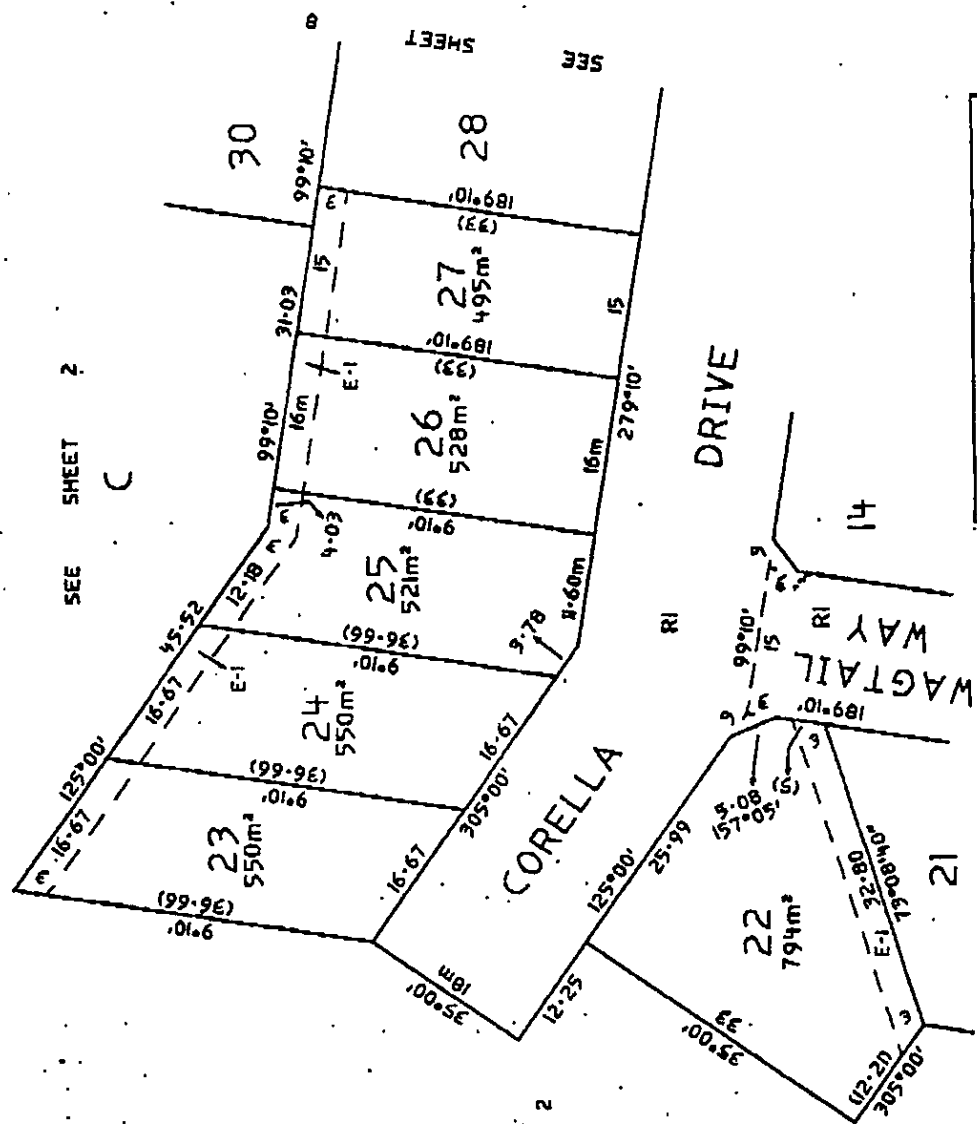


DW317234H-15-3



Stage No. 7
Plan Number
PS 416612Y

PLAN OF SUBDIVISION



W317234H
290999 1045 173



PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS
333 PELDRI ROAD PRESHOP 3072 PHONE 84784333 FAX 84309991 A.C.N. 001 963 084
CERTIFIED QUALITY SYSTEM - ISO 9001:2015 REG. NO. 148



ORIGINAL SCALE
SHEET SCALE 1:500
SHEET SIZE A3
LENGTHS ARE IN METRES
SCALE 5 0 5 10 15 20

LICENSED SURVEYOR MALCOLM JOHN PERRIAN
SIGNATURE *[Signature]* DATE 23/2/1999
REF 6982/701 VERSION 7 6982.605

SHEET 7 OF 9 SHEETS

DATE 23/2/99
COUNCIL DELEGATE SIGNATURE

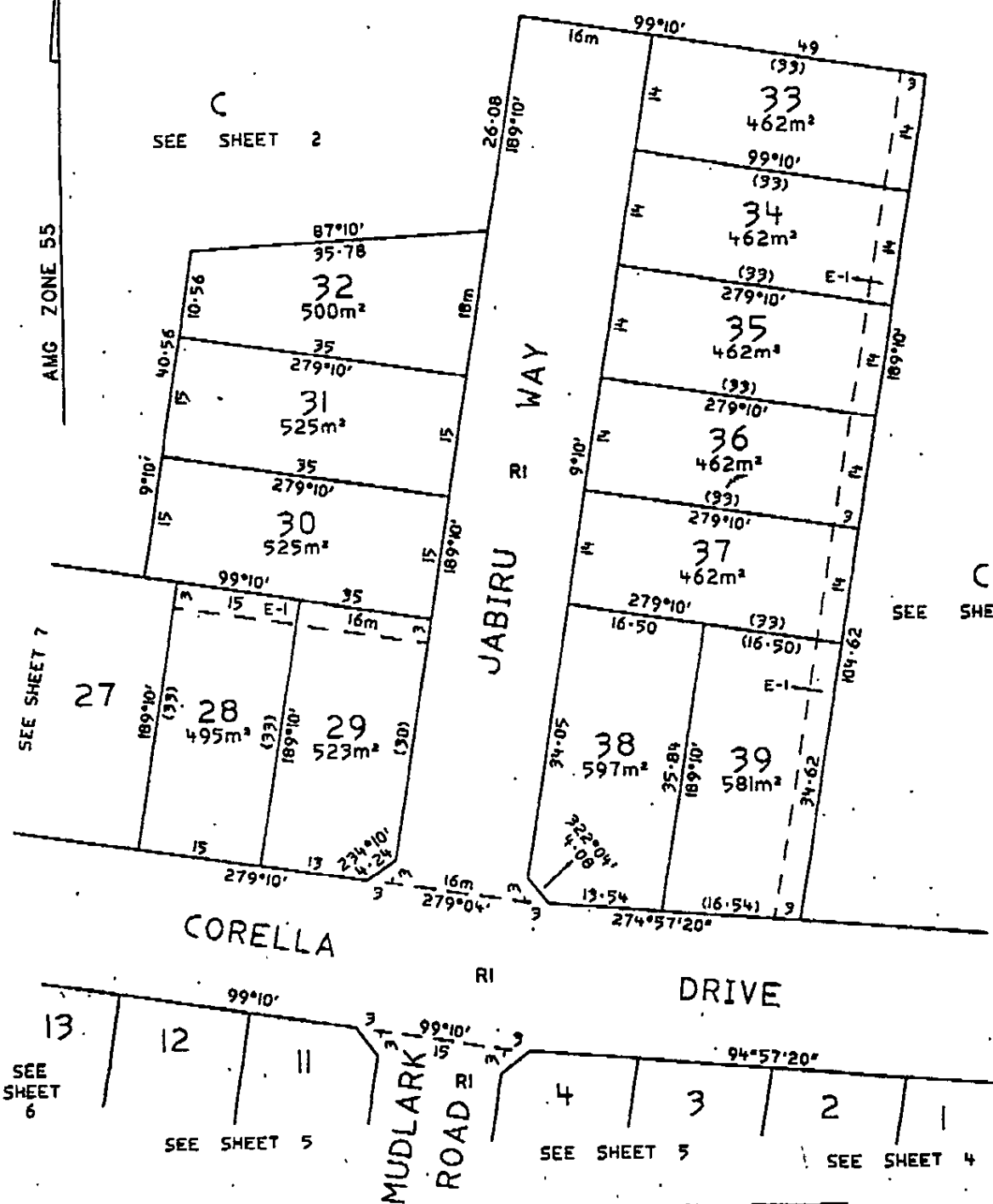
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PLAN OF SUBDIVISION

Stage No.

Plan Number.

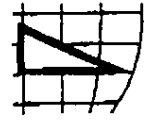
PS 416612Y



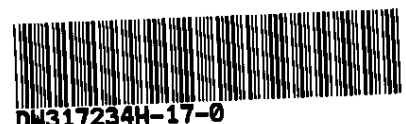
ORIGINAL SHEET SIZE A3	SCALE 1:500 LENGTHS ARE IN METRES	LICENSED SURVEYOR MALCOLM JOHN PERRIAM SIGNATURE <i>M. Perriam</i> DATE 29/2/1999 REF 6982/1/01 VERSION 7 6982.605
---------------------------	-----------------------------------------	--------------------------------------------------------------------------------------------------------------------------



PEYTON WAITE
 CONSULTING LAND SURVEYORS & TOWN PLANNERS
 353 PLENTY ROAD PRESTON 3072 PHONE 94784833 FAX 94700992 A.C.R. 004 963 884
 CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No. 308



SHEET 8 OF 9 SHEETS
 DATE 28/4/99
 COUNCIL DELEGATE SIGNATURE



DW317234H-17-0

W317234H

290999 1045 173

PLAN OF SUBDIVISION

Stage No. 7
Plan Number PS 416612Y

SEE SHEET 2

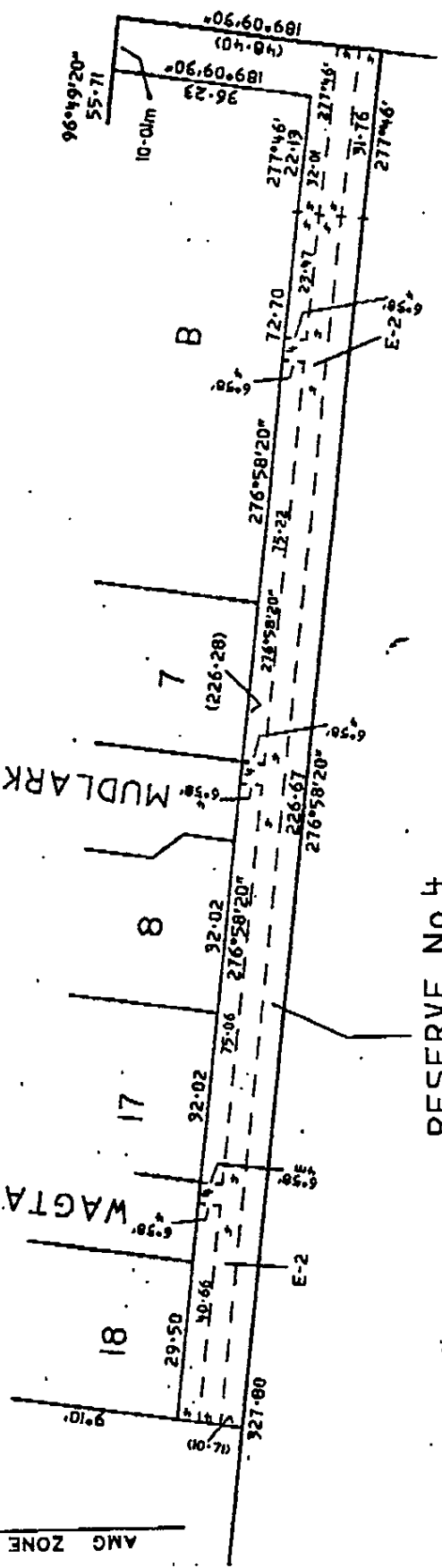
RESERVE No. 4
FOR THE USE OF
WHITTLESEA CITY COUNCIL

3465m²

AMC ZONE 55

WAGTAIL WAY

MUDLARK ROAD



ORIGINAL	SHEET SCALE	SCALE
DATE	A3	1:8000
LENGTHS ARE IN METRES		
0	8	16
24	32	

SHEET 9 OF 9 SHEETS
 DATE 28/4/99
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR MALCOLM JOHN PERRIAM
 SIGNATURE *M. Perriam* DATE 23/2/1999
 REF 6982/1/01 VERSION 7 6982.G05



PEYTON WAITE
 CONSULTING LAND SURVEYORS & TOWN PLANNERS
 333 PLUMPTRE ROAD PRESTON 3072 PHONE 94784433 FAX 94789992 ACK 004 803 884
 CERTIFIED QUALITY SYSTEM - ISO 9001:2007 REG. NO. 306



W317234H
 290999 1045 173

W317234H

URGENT NOTICE TO CAVEATOR
Pursuant to Section 90 (1)
of the Transfer of Land Act 1958



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

DATE 28.10.99

LAND VICTORIA

283 Queen Street, Melbourne DX 250639
Telephone: (03) 9603 5555 Facsimile: (03) 9603 5556

Jan McCubbin & Assoc.
40 Chute Street
Diamond Creek 3089



As Caveator Stuart Anthony Marshall
Under Caveat No. V816603A
Registered Proprietor Collins Crest Pty. Ltd.
Please note: dealing/s has/have been lodged for registration.

- Dealing No. W317234H
- Dealing No. _____
- Dealing No. _____
- Dealing No. _____
- Transfer to _____
- Mortgage to _____
- Variation of Mortgage _____
- Creation of Easement by _____
- Application under section 31* by _____
- Application under section 49* by _____
- Application under section 50* by _____
- Other Application of a recording of an agreement

* Transfer of Land Act 1958

This is a copy of the notice sent 28.10.99



ROSALYN HUNT
Registrar of Titles

FOR LAND TITLES OFFICE USE ONLY

- Time expired. No action taken. Caveat remains.
- Caveat will lapse to permit registration of _____ Caveat remains.
- Caveat will lapse (as to) _____ on the registration of _____ (Caveat remains.)
- Consent lodged caveat will remain in operation.
- Other _____

Date 6 DEC 1999



DO NOT DETACH.

W317234H

URGENT NOTICE TO CAVEATOR
Pursuant to Section 90 (1)
of the Transfer of Land Act 1958



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

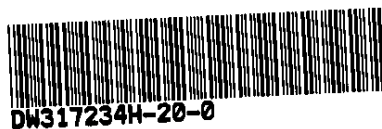
DATE 28.10.99

LAND VICTORIA

283 Queen Street, Melbourne DX 250639

Telephone: (03) 9603 5555 Facsimile: (03) 9603 5556

Tom McCubbin & Associates
110 Chute Street
Diamond Creek 3089



As Caveator Clive Sherwin

Under Caveat No. W091792Q

Registered Proprietor Collins Crest Pty. Ltd.

Please note: dealing/s has/have been lodged for registration.

- Dealing No. W317234H Dealing No. _____
- Dealing No. _____ Dealing No. _____
- Dealing No. _____ Dealing No. _____
- Transfer to _____
- Mortgage to _____
- Variation of Mortgage _____
- Creation of Easement by _____
- Application under section 31* by _____
- Application under section 49* by _____
- Application under section 50* by _____
- Other Application for the Making of a recording of an agreement

* Transfer of Land Act 1958

This is a copy of the notice sent 28.10.99



ROSALYN HUNT
Registrar of Titles

FOR LAND TITLES OFFICE USE ONLY

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- Caveat will lapse to permit registration of _____ Caveat remains.
- Caveat will lapse (as to) _____ on the registration of _____ (Caveat remains.)
- Consent lodged caveat will remain in operation.
- Other _____

Date 6 DEC 1999



DO NOT DETACH.

From www.planning.vic.gov.au at 23 January 2025 02:54 PM

PROPERTY DETAILS

Address: **42 CORELLA DRIVE WHITTLESEA 3757**
Lot and Plan Number: **Lot 60 PS422044**
Standard Parcel Identifier (SPI): **60\PS422044**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **460014**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 246 E9**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

OTHER

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

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

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

Planning Overlay [DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 \(DPO1\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 \(SLO1\)](#)

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



 **DPO - Development Plan Overlay**

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)



 **SLO - Significant Landscape Overlay**

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

Further Planning Information

Planning scheme data last updated on 23 January 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

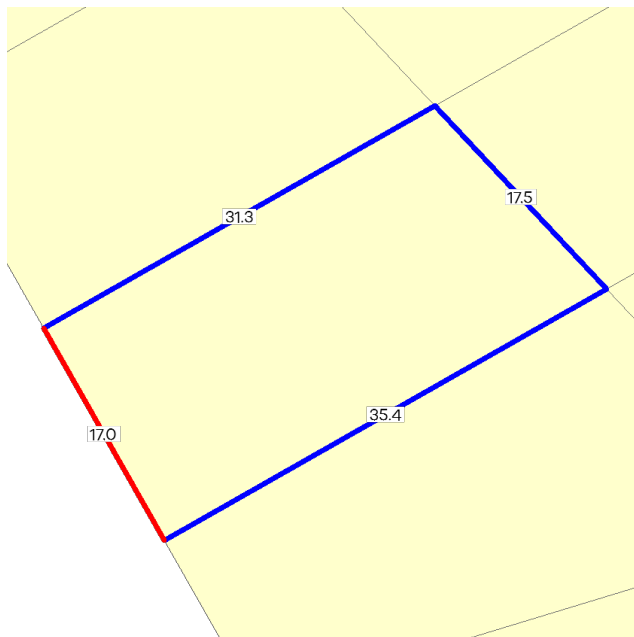
PROPERTY DETAILS

Address: **42 CORELLA DRIVE WHITTLESEA 3757**
Lot and Plan Number: **Lot 60 PS422044**
Standard Parcel Identifier (SPI): **60\PS422044**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **460014**
Directory Reference: **Melway 246 E9**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 567 sq. m

Perimeter: 101 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: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

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

Date of issue 09/01/2025	Assessment No. 460014	Certificate No. 168034	Your reference 75447232-015-8
------------------------------------	---------------------------------	----------------------------------	-----------------------------------------

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 42 Corella Drive WHITTLESEA 3757

Description: LOT: 60 PS: 422044B

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$650,000	\$360,000	\$32,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,522.16
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$56.55
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	-\$359.20
Interest to 09/01/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	-\$309.50
Sustainable land management rebate	\$0.00
Payments	-\$700.00
<i>Balance of rates & charges due:</i>	\$667.06

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$667.06
--------------------------------------------------	-----------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **460014**



Phone 1300 301 185
Ref **460014**



Biller Code **5157**
Ref **460014**

8th January 2025

De Maria & Associates C/- InfoTrack (Smokeball) C/
LANDATA

Dear De Maria & Associates C/- InfoTrack (Smokeball) C/,

RE: Application for Water Information Statement

Property Address:	42 CORELLA DRIVE WHITTLESEA 3757
Applicant	De Maria & Associates C/- InfoTrack (Smokeball) C/ LANDATA
Information Statement	30909485
Conveyancing Account Number	7959580000
Your Reference	358343

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	42 CORELLA DRIVE WHITTLESEA 3757
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	42 CORELLA DRIVE WHITTLESEA 3757
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STATEMENT UNDER SECTION 158 WATER ACT 1989

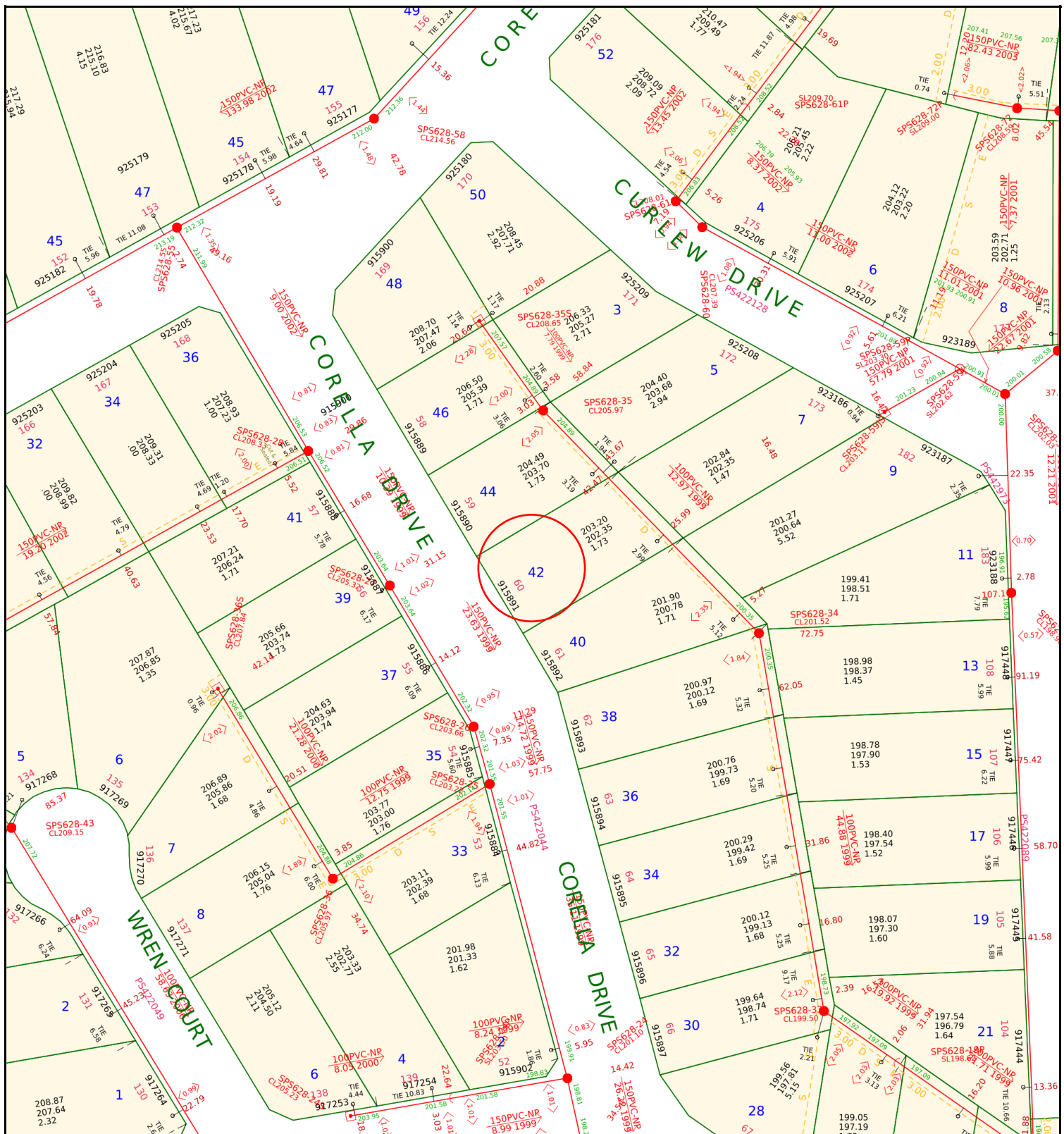
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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


















**Yarra Valley Water
Information Statement
Number: 30909485**

Address	42 CORELLA DRIVE WHITTLESEA 3757
Date	08/01/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	 Access Point Number	 GLV2-42	 MW Drainage Channel Centreline
Proposed Title	 Sewer Manhole	 MW Drainage Underground Centreline	 MW Drainage Manhole
Easement	 Sewer Pipe Flow	 MW Drainage Natural Waterway	 MW Drainage Natural Waterway
Existing Sewer	 Sewer Offset	 MW Drainage Natural Waterway	 MW Drainage Natural Waterway
Abandoned Sewer	 Sewer Branch	 MW Drainage Natural Waterway	 MW Drainage Natural Waterway

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

De Maria & Associates C/- InfoTrack (Smokeball) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3112630000
Rate Certificate No: 30909485

Date of Issue: 08/01/2025
Your Ref: 358343

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
42 CORELLA DR, WHITTLESEA VIC 3757	60\PS422044	1568126	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 23.000000kL x \$3.43420000 = \$78.99</i> Estimated Average Daily Usage \$0.85	06-08-2024 to 07-11-2024	\$78.99	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$16.52	\$16.52

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
Balance Brought Forward	-\$523.89 cr
Total for This Property	-\$348.56 cr



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 1568126

Address: 42 CORELLA DR, WHITTLESEA VIC 3757

Water Information Statement Number: 30909485

HOW TO PAY



Bill Code: 314567
Ref: 31126300000

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

ROADS PROPERTY CERTIFICATE

The search results are as follows:

De Maria & Associates C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 358343

NO PROPOSALS. As at the 8th January 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

42 CORELLA DRIVE, WHITTLESEA 3757
CITY OF WHITTLESEA

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

Date of issue: 8th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75447232 - 75447232140322 '358343'

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: 75447232-017-2

22 January 2025

Landata,

BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
42 (Lot 60) Corella Drive, Whittlesea

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
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In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**
 Details of any current notice or order issued by the relevant building surveyor under the Act **No**
(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

Yours sincerely

BUILDING & PLANNING
CITY OF WHITTLESEA

Council Offices
 25 Ferris Boulevard
 South Morang VIC 3752

 Locked Bag 1
 Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)

Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879



Enquiries: (03) 9217 2259

1778474

14 February 2022

R K Riddell & Mrs L R Riddell
42 Corella Drive
Whittlesea VIC 3757

Dear R K Riddell & Mrs L R Riddell,

Owner Lodgement of Certificate of Pool and Spa Barrier Compliance (Form 23)

I write to acknowledge the lodgement of your Certificate of Pool and Spa Barrier Compliance with Council for 42 Corella Drive Whittlesea on **14/12/2021**.

You must ensure the maintenance of your safety barrier continues to meet the requirements of Building Regulations 2018.

Please be advised that you will need to lodge online an updated Certificate of Pool and Spa Barrier Compliance with Council every four years. Council will require your next certificate no later than the following date.

Next Due Date: 14 December 2025

Please be aware that any future alterations made to your pool/spa barrier requires a building permit and a resubmission of a Certificate of Pool and Spa Barrier Compliance.

For further information regarding the Victorian State Government laws, please visit <http://www.vba.vic.gov.au/consumers/swimming-pools> and or www.whittlesea.vic.gov.au/pools.

If you would like to enquire about any details referred to in this letter, please contact Council on **9217 2259** or email buildplan@whittlesea.vic.gov.au.

Yours sincerely,

Leo Parente
Municipal Building Surveyor

Council Offices
25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083
Phone: 9217 2170
National Relay Service: 133 677 (ask for 9217 2170)
Email: info@whittlesea.vic.gov.au

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FORM 23
Regulations 147Y(4), 147ZB(2)
Building Act 1993
Building Regulations 2018
CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to:

Name of owner of the land (the *property*) on which the swimming pool or spa is located: **Richard Riddell**
Postal address: **42 Corella Drive Whittlesea Vic 3757 Australia**
Telephone number: **0437842094**
Email address: **richardriddell@hotmail.com**

Property details:

Number 42	Street Corella Drive	Suburb WHITTLESEA	Postcode 3757
Lot/s	LP/PS	Volume	Folio
Crown allotment	Section	Parish	County
Municipal District Whittlesea City Council			

Type of swimming pool or spa:

Permanent swimming pool
Permanent spa
Relocatable swimming pool
Relocatable spa

Date of construction of the swimming pool or spa: **2003**

Applicable barrier standard:
AS1926.1-1993 – Amendment 1

The applicable barrier standard applies under:

- Division 2 of Part 9A of the Building Regulations 2018
- relevant deemed to satisfy provisions of the BCA
- a performance solution in accordance with the BCA

INSPECTION DETAILS

Time of inspection: **9:00AM**
Date of inspection: **08/12/2021**
Name of person/persons: **Dario Inguanti**
Qualification(s) of person/persons: **Registered Pool Inspector**
Building practitioner registration no. of person/persons: **IN-PS 70465**

Certification of compliance

Following inspection of the spa barrier on the date(s) referred to in this certificate, I certify that the barrier complies with the applicable barrier standard.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Signature of Swimming Pool & Spa Inspector

Name: **Dario Inguanti**
Email: **mpcompliance@outlook.com**
Registration no.: **IN-PS 70465**
Date of certificate: **30/01/2022**
Signature:



Permit Number: 175/2024/8013

Permit holder details:

R Riddell

42 Corella Drive 3757

NATURE STRIP GARDEN PERMIT

Property Location: 42 Corella Drive WHITTLESEA 3757

Property title: LOT: 60 PS: 422044B LOT: 60 PS: 422044B

Issue Date: 14/10/2024

Amount Paid: \$65.90

IMPORTANT:

The Permit holder named above is required to adhere to all general and specific conditions of this permit.

GENERAL CONDITIONS:

- (1) This permit is only valid for **90 days** after date of issue and will not be extended past its expiry date as listed on this document
- (2) This permit is not valid until FULL PAYMENT has been made
- (3) This permit is issued to the permit holder for the stated property location and is not transferrable
- (4) The permit holder accepts all responsibilities outlined in Council's Nature Strip Garden Guidelines including ongoing maintenance of the modified nature strip
- (5) This permit provides permission to modify only the nature strip(s) directly adjacent to the stated property location and as shown on the approved plan
- (6) All modifications must be in accordance with Council's Nature Strip Garden Guidelines and as per the approved plan
- (7) All modifications must be inspected and approved by an Authorised Council officer
- (8) This permit only allows excavation in the form of:
 - a. a general surface scrape to a maximum depth of 7.5 cm
 - b. individual planting holes to a maximum depth of 30 cm

Excavation beyond these depths will require a Works in Road Reserve Permit

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

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- (9) Materials or equipment used during modification of the nature strip must not obstruct adjacent paths, roads, or vehicle crossovers
- (10) Urban streets have underground assets such as electricity supply cables, drainage, and communications cables.
Check the location of underground assets with Before You Dig Australia before work commences
- (11) Damage to utility and service assets must be reported to the appropriate authority immediately
- (12) Damage to Council assets such as street trees or surrounding paths and kerbs must be reported to Council immediately
- (13) On completion of the modifications the permit holder must:
 - a. reinstate any disturbed surfaces, and ensure that all surrounding roadways, kerbs, footpaths, and vehicle crossovers are cleared of debris; and
 - b. arrange for an inspection of the completed nature strip modifications by contacting Council's Customer Service team on 03 9217 2170, and requesting a nature strip inspection from the Assets and Facilities Department (a minimum of 48 hours' notice is essential) - 10AM 24/10/24
- (14) This permit must be made available to a Council officer upon request.

SPECIFIC CONDITIONS:

- (15) Maintain all plants to a height less than 90cm all the time.
- (16) Keep driveway clear of overhanging shrubbery.
- (17) Any damages made to Council land must be rectified to the satisfaction of an authorised officer.
- (18) Ensure tree buffer zone is maintained, and tree base is free from any material.

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