

# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: 7 PALISADES BOULEVARD SOUTH MORANG VIC 3752**

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

The terms of this contract are contained in the:

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing: .....

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

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

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

Print name of person signing.....

**GULTEN ISMAILOSKA**

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

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31

**Sale of Land Act 1962**

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

### Off-the-Plan Sales

Section 9AA(1A)

**Sale of Land Act 1962**

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

**PARTICULARS OF SALE**

**VENDOR'S ESTATE AGENT**

**HARCOURTS RATA & CO THOMASTOWN**  
Unit 1, 337 Settlement Road  
THOMASTOWN VIC 3074

Tel: 9465 7766 Fax: Ref: Daniel Taylor Email: sold@rataandco.com.au

**VENDOR:**

**GULTEN ISMAIOSKA**

Tel: Email:

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

**ARTHUR J DINES & CO**  
Suite 10, Level 1  
2 Enterprise Drive  
BUNDOORA VIC 3083

Tel: (03) 9470 8288 Ref: 007683 Email: kirstie@ajdines.com.au

**PURCHASER**

Tel: Email:

**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

Tel: Fax: Ref: Email:

**LAND**(general conditions 3 &9)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11238/622	302	PS611358X

OR

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

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS**

The address of the land is:  
**7 PALISADES BOULEVARD SOUTH MORANG VIC 3752**

**GOODS SOLD WITH THE LAND**  
(general condition 2.3(f))

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

**PAYMENT**(general condition 11)

Price	\$	
Deposit	\$	Payable on the signing hereof
Balance	\$	Payable at settlement

**GST**(general condition 13)

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

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

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

**SETTLEMENT** (general condition 10)

Is due on ...../...../20

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

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

**TERMS CONTRACT** (general condition 23)

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

**LOAN**(general condition 14) – **NOT APPLICABLE AT AUCTION**

This contract is NOT subject to Finance.

**SPECIAL CONDITIONS**

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

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

## SPECIAL CONDITIONS

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 as set out in the Schedules 1 and 5 to the Sale of Land Regulations 2005 (Vic) or any rules prescribed by regulation which modify or replace those Rules and that the Auctioneer shall have the right to bid on behalf of the Vendor and that all such Vendor bids will be declared by the Auctioneer.

Rules for the conduct of an Auction

The schedules of the Sale of Land Regulations 2005 (Vic) prescribe rules for the conduct of Auctions are as follows:

- (a) The Auctioneer may make one or more bids on behalf of the Vendor at any time during the Auction and all such Vendor bids will be declared by the Auctioneer.
  - (b) The Auctioneer may refuse any bid.
  - (c) The Auctioneer may determine the amount by which bidding is to be advanced.
  - (d) The Auctioneer may withdraw the property from sale at any time.
  - (e) The Auctioneer may refer a bid to the Vendor at any time before the conclusion of the Auction.
  - (f) In the event of a dispute concerning a bid, the Auctioneer may re-submit the Property for sale at the last undisputed bid or start the bidding again.
  - (g) If a reserve price has been set for the property and the Property is passed in below the reserve price the Vendor will first negotiate with the highest bidder for the purchase of the Property.
2. If there shall be more than one Purchaser the agreements and obligations of the Purchaser and the conditions under this Contract shall bind them and any two or more of them jointly and each of them severally.
  3. The Purchaser covenants that he will pay to the Vendor any legal or other expenses reasonably incurred by the Vendor in respect of any default made by the Purchaser in carrying out the Purchaser's obligation under this Contract. Any such default shall not be deemed to be remedied until such expenses are paid by the Purchaser to the Vendor.

#### 4. FOREIGN CAPITAL GAINS WITHHOLDING

*\*This special condition applies to contracts entered into on or after 1 July 2016.*

- 4.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this Special Condition unless the context requires otherwise.
- 4.2 Every Vendor under this contract is a foreign resident for the purposes of this Special 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.
- 4.3 The Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-2003(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 is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**).
- 4.4 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.
- 4.5 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 in the Special Condition; and
  - (b) ensure that the representative does so
- 4.6 The terms of the Representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the Representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the

Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the Representative in accordance with this Special 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 Special Condition; despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
- (e) any other provision in the contract to the contrary.

- 4.7 The Representative is taken to have complied with the obligations in Special Condition 4.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 4.8 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.
- 4.9 The Vendor must provide the Purchaser with such information as the Purchaser required 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.

## 5. GST WITHHOLDING

- 5.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This special condition 5 applies if the purchaser is required to pay the Commissioner *an \*amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)* because the property is a *\*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 special condition 5 is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendors entitlement to the contract *\*consideration* 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 represented by non-monetary consideration.
- 5.4 The purchaser must:
- (a) engage a legal practitioner or conveyancing ("representative") to conduct all the legal aspects of settlement including the performance of the purchaser's obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.
- 5.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount 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 special condition on settlement of the sale of 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 special 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.

- 5.6 The representative is taken to have complied with the requirements of special condition 5.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 5.7 The purchaser may at settlement give vendor a bank cheque for the amount in accordance with section 16-30(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7, the vendor must:

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

- 5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

- 5.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligations 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 property providing the information warrants that it is true and correct.

- 5.10 The Vendor warrants that:
- (a) at settlement, the property is not new residential premises 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 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.

- 5.11 The purchaser is responsible for any penalties or interest payable by the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 5.10; or
  - (b) the purchaser's reasonable believe that the property is neither new residential 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 exemption applies.

- 5.12 This special condition will not merge on settlement.

## 6. GST withholding – Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	<input type="checkbox"/> the Vendor is not registered for GST
<input type="checkbox"/> the Vendor is not registered for GST	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

**(a) Vendor's notice**

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the table, otherwise
- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

**(b) Amount to be withheld by the purchaser**

- (i) Where the margin scheme applies 7% of the purchase price; Otherwise
- (ii) 1/11<sup>th</sup> of the consideration inclusive of GST (which may include non-cash consideration).

**(c) Purchaser to notify Australian Taxation Office**

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

**(d) Purchaser to remit withheld amount**

do all things including the execution of a Lease which may be necessary or ancillary to the proper management of the Property.

- (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment and reference number.

**(e) Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

**7. GENERAL PROVISIONS**

**7.1 Amendments to General Conditions**

- (a) The warranties contained in General Conditions 2.1, 2.3 and 2.4 shall be read subject to these Special Conditions;
- (b) General Conditions 5 and 8 are deleted;
- (c) General Conditions 10.1(b)(i) is amended by substituting the words "do all things" with the words "provide all title documents reasonably";
- (d) General Conditions 11.4, 11.5 and 11.6 are deleted;
- (e) General Condition 12.4 is added:-  
 "Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in section 27(1), the purchaser is also deemed to

- have accepted title in the absence of any prior express objections to title.”;
- (f) General Condition 13.3 is deleted and replaced with “If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and: (a) the price includes GST; or (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.”
  - (g) General Conditions 15.3 is added:-  
“If requested by the Vendor, the Purchaser must provide copies of all certificates and relevant information used to calculate adjustments.”;
  - (h) General Condition 17 is deleted;
  - (i) General Condition 24.1 is amended by inserting the words “The parties acknowledge and accept that the risk of loss or damage to the Property passes to the Purchaser on settlement.” Following the word “settlement.”
  - (j) General Conditions 24.4, 24.5 and 24.6 are deleted;
  - (k) General Condition 25 is amended by inserting the following paragraph at the end of the general condition:  
“The purchaser acknowledges that without limitation the following items constitute “a reasonably foreseeable loss”:
    - (i) all costs associated with bridging finance to complete the vendor’s purchase of another property;
    - (ii) expenses payable by the vendor under any existing loans secured over the property or other property by the vendor;
    - (iii) accommodation expenses incurred by the vendor;
    - (iv) the vendor’s legal costs and expenses as between solicitor and client incurred due to the breach;
    - (v) penalties and any other expenses payable by the vendor due to any delay in completion of the vendor’s purchase of another property; and
    - (vi) if the default results in settlement being delayed until after 31 December in any calendar year, any land tax incurred by the vendor as a result of the land being included in the vendor’s land tax assessment for the next calendar year”;
  - (l) General Condition 26 is amended by substituting the words “2% per annum” with the words “4% per annum”; and
  - (m) General Condition 28.4(a) is amended by substituting the word “up” with the word “equal”.

## 7.2 **Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

## 7.3 **No right of set off**

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

- 8. The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option. General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.
- 9. General Condition 15.1 shall be read to include as outgoings the Purchaser’s portion of any rates, taxes, assessments, charges, levies or contributions (including property outgoings that may not be separately assessed) on the property.
- 10. Further to General Condition 15, the parties hereby agree that adjustments must be prepared on behalf of the Purchaser and provided to the Vendor’s Solicitor not less than 4 days prior to the due date of settlement and any failure to do so will result in the Purchaser incurring an administration fee to the Vendor’s Solicitor

of \$220.00 for the delay in receiving the Statement of Adjustments and furthermore the Vendor may refuse to settle until 4 business days after the Statement of Adjustments is delivered to the Vendor's Solicitor. If this Contract is not completed on or before the settlement date due to the Purchaser's breach of this condition, the Purchaser is deemed to have defaulted in the payment of the balance of purchase monies from the due date for settlement until the date when settlement is effected.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

11. If the Land contains a Swimming Pool or Spa ("pool") the purchaser acknowledges that it may be required to comply with the provisions of the Building Act 1993 and any Building Regulations ("Regulations") in particular to those relating to registration of the pool with the municipal council and compliance with relevant Regulations with regard to safety barriers, and the Purchaser will not be entitled to make any objection or claim or be entitled to compensation or damages from the Vendor in relation to any failure of the Vendor to register the pool prior to 1 November 2020 with the municipal council or in relation to any works required to be carried out by the Purchaser after the pool is registered to bring the safety barriers into compliance with the Regulations. General Condition 21 shall not apply to any requirement to register the pool with the municipal council.
12.
  - (a) Notwithstanding any other provision of this Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract of Sale will be set on 14 January of the following calendar year.
  - (b) Neither party may issue a Default Notice on the other party between 20 December and 14 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 12(a).
  - (c) Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 12.
13. The Purchaser acknowledges that:
  - (a) no information, representation or warranty by the Vendor, the Selling Estate Agent or the Vendor's Solicitor has been supplied or made with the intention or knowledge that the Purchaser would rely on it;
  - (b) the Purchaser has not in fact relied on any such information, representation or warranty;
  - (c) the Purchaser has made or procured the Purchaser's own inspections, investigations, examinations and enquiries in respect of all aspects of the property including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the property for any purpose or any business to be carried on there; and
  - (d) this Contract sets out the entire agreement between the parties for the sale and purchase of the property and supersedes all previous Contracts, Agreements, understandings and negotiations in relation to the sale and purchase.
14. The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.
15. The Purchaser acknowledges having inspected the property and accepts it in its present state of repair and condition and with only those services connected as disclosed in the Vendors Statement. The Purchaser shall not make any requisition or objection nor be entitled to any compensation in respect of the condition or state of repair of the property, any defect, whether latent or patent, or any non-compliance of the improvements or any alterations or additions thereto with the provisions of the Local Government Act, Building Control Act or any other Act or any regulations made under such Acts or with the requirements of any relevant responsible Authorities. The Purchaser assumes responsibility for connection of services not already connected to the property. Furthermore, the purchaser acknowledges that the property is or may be within an area where town planning applications for multiunit developments may be made and the purchaser should make his/her own enquiries in relation to the existence of any such multiunit developments

and will not make any requisition or objection nor be entitled to any compensation in respect to the existence or otherwise of any multiunit developments in the vicinity or in plan of subdivision of the property herein sold.

INFORMATION ONLY

## CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

### TITLE

#### 1. Encumbrances

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

#### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

#### 3. Identity of the land

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

#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

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

#### 7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property**

**Securities Act 2009 (Cth)** applies.

- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## **8. Builder warranty insurance**

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

## **9. General law land**

- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### 11. Payment

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

### 12. Stakeholding

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

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
- (b) 'GST' includes penalties and interest.

**14. Loan**

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

**15. Adjustments**

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

**TRANSACTIONAL**

**16. Time**

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

**17. Service**

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

**18. Nominee**

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

**19. Liability of signatory**

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

**20. Guarantee**

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

**21. Notices**

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

**22. Inspection**

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

**23. Terms contract**

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

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

**24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

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

**28. Default not remedied**

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

## GUARANTEE and INDEMNITY

I/We, ..... of.....

and ..... of.....

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

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

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

this.....day of.....20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

# Section 32 Statement

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

**VENDOR:** GULTEN ISMAILOSKA

**PROPERTY:** 7 PALISADES BOULEVARD SOUTH MORANG VIC 3752

**VENDORS REPRESENTATIVE**

**Arthur J Dines & Co**  
Suite 10, Level 1,2 Enterprise Drive,  
BUNDOORA VIC 3083

**(All Correspondence to)**  
PO Box 2111, University Hill,  
BUNDOORA VIC 3083

Tel: (03) 9470 8288  
Email: [admin@ajdines.com.au](mailto:admin@ajdines.com.au)  
File Reference: 007683

**32A FINANCIAL MATTERS**

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

**Their total does not exceed \$6,000.00**

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the Vendors knowledge apart from Land Tax if the property is not the Purchaser's principal place of residence.

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

(ii) **COMMERCIAL & 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: AVPCC No. 110
- (b) Is the land tax reform scheme land within the meaning of the CIPT Act?  Yes  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.  Not applicable

**32B INSURANCE**

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

**32C LAND USE**

(i) **RESTRICTIONS**

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

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

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

(ii) **BUSHFIRE**

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

(iii) **ROAD ACCESS**

There is access to the Property by Road.

**(iv) PLANNING**

Planning Scheme:

Responsible Authority:

Zoning:

Planning Overlay/s: See attached Certificate

**32D NOTICES**

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

**32E BUILDING PERMITS**

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

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

Apart from those disclosed above, the Vendor/s are not aware of what permits (if any) in relation to the property have or have not been obtained.

**32F OWNERS CORPORATION**

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

**31G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

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

**32H SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

**32I TITLE**

Attached are the following document/s concerning Title:

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

**32J DOCUMENTS**

- (a) Certificate of Title Volume 11238 Folio 622;

- (b) Plan of Subdivision No. 611358X incorporating Covenant;
- (c) Section 173 Agreement No. AF610189K & AF774770N;
- (d) Anstat Roads Certificate;
- (e) Whittlesea City Council Rate Notice;
- (f) Yarra Valley Water Information Statement;
- (g) Planning Property Report;
- (h) Anstat Planning Certificate; and
- (i) Due Diligence Checklist.

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS**

**Undischarged Mortgages – S32A(a)**

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

**Terms Contracts – s32A(d)**

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

**DATE OF THIS STATEMENT**

/  /20

**Name of the Vendor**

GULTEN ISMAILOSKA

**Signature/s of the Vendor**

x

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

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

Register Search Statement - Volume 11238 Folio 622

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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 11238 FOLIO 622

Security no : 124132978252A  
Produced 16/03/2026 02:13 PM

LAND DESCRIPTION

Lot 302 on Plan of Subdivision 611358X.  
PARENT TITLE Volume 11238 Folio 106  
Created by instrument PS611358X Stage 3 16/11/2010

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
GULTEN ISMAILOSKA of 7 PALISADES BOULEVARD SOUTH MORANG VIC 3752  
AQ109662K 03/08/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ109663H 03/08/2017  
WESTPAC BANKING CORPORATION

COVENANT PS611358X 16/11/2010

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  
AF610189K 25/01/2008

AGREEMENT Section 173 Planning and Environment Act 1987  
AF774770N 11/04/2008

DIAGRAM LOCATION

SEE PS611358X 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: 7 PALISADES BOULEVARD SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES


-----  
NIL

eCT Control 19525E WESTPAC BANKING CORPORATION  
Effective from 03/08/2017

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 16/03/2026, for Order Number 90471015. Your reference: 007683 Ismailoska.**

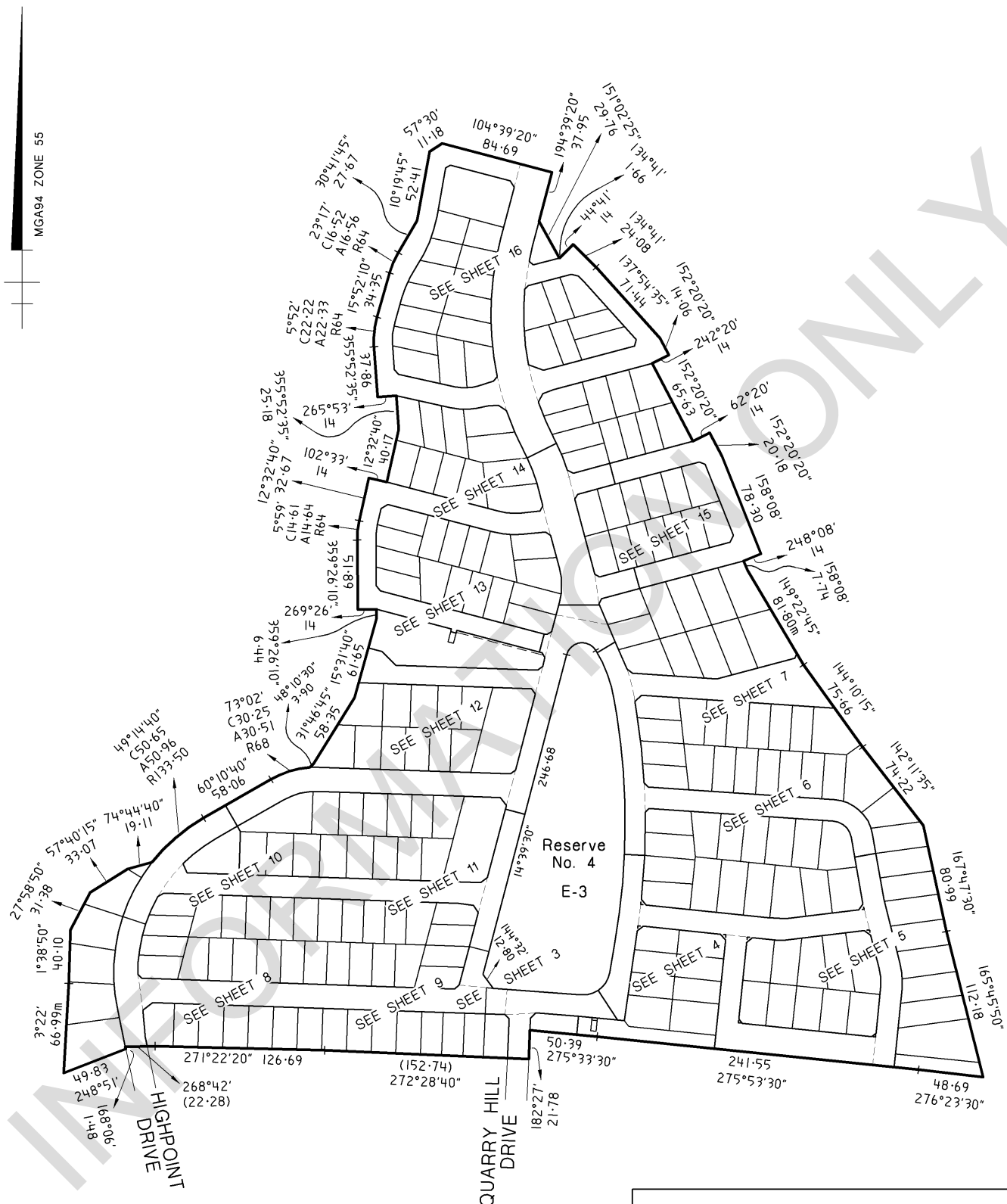
INFORMATION ONLY

<b>PLAN OF SUBDIVISION</b>		STAGE NO.	<b>EDITION 13</b>	Plan Number <b>PS611358X</b>	
<b>Location of Land</b> Parish: <b>MORANG</b> Township: ..... Section: <b>15</b> Crown Allotment: ..... Crown Portion: ..... Title Reference: Vol. 11013 Fol. 239 Vol. 10961 Fol. 297 Vol. 11051 Fol. 021 Vol. 11204 Fol. 338 Last Plan Reference: Lot 1 on PS542594S Lot 1 on PS539027Y Lot A PS434850E Lot 1 PS635271B Postal Address: <b>QUARRY HILL DRIVE</b> <b>SOUTH MORANG 3752</b> MGA Co-ordinates E 329650 Zone: 55 (of approx centre of plan) N 5834850		<b>Council Certificate and Endorsement</b> Council Name: City of Whittlesea Ref. .... 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage .... Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate Council seal Date / /			
<b>Vesting of Roads and / or Reserve</b>					
Identifier	Council / Body / Person				
Roads R1 to R9	City of Whittlesea				
Reserve No's. 1, 2, 4, 5, 6, 8 & 9	City of Whittlesea				
Reserve No's. 3 & 7	SPI Electricity Pty. Ltd.				
Lot 101 on this plan is affected by an Approved 3D Building Envelope in MCP Dealing No. AA1443. Refer to Creation of Restriction A on sheet 17 of this plan for details. Lots 201 to 234 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1444. Refer to Creation of Restriction B on sheet 18 of this plan for details. Lots 301 to 334 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1529. Refer to Creation of Restriction C on sheet 19 of this plan for details. Lots 401 to 432 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1594. Refer to Creation of Restriction D on sheet 20 of this plan for details.		Lots 501 to 524 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1617. Refer to Creation of Restriction E on sheet 21 of this plan for details. Lots 601 to 618 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1806. Refer to Creation of Restriction F on sheet 22 of this plan for details. Lots 701 to 727 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1849. Refer to Creation of Restriction G on sheet 23 of this plan for details. Lots 801 to 819 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1850. Refer to Creation of Restriction H on sheet 24 of this plan for details. Lots 901 to 932 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1851. Refer to Creation of Restriction I on sheet 25 of this plan for details.			
Palisades - 1 to 9 Area of Site: 24.17ha No. of Lots: 221		<b>Survey</b> This plan is based on survey.			
<b>Easement Information</b>					
<b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	Drainage	See Diagram	This Plan	City of Whittlesea	
	Sewerage			Yarra Valley Water Limited	
E-2	Sewerage	See Diag.	This Plan	Yarra Valley Water Limited	
E-3	Drainage (MCPAA1107 Applies)	See Diag.	This Plan	Melbourne Water Corporation	
EASEMENT E-4 HAS BEEN OMITTED FROM THIS PLAN					
E-5	Power Line	1.50	This Plan (Section 88 Electricity Industry Act 2000)	SPI Electricity Pty. Ltd.	
Sheet 1 of 25					
		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN Signature ..... Date / / REF. 1660-C-9 VERSION 6/12/2011 MFV			Date / / Council Delegate Signature Original sheet size A3

# PLAN OF SUBDIVISION

STAGE NO.

Plan Number  
**PS611358X**

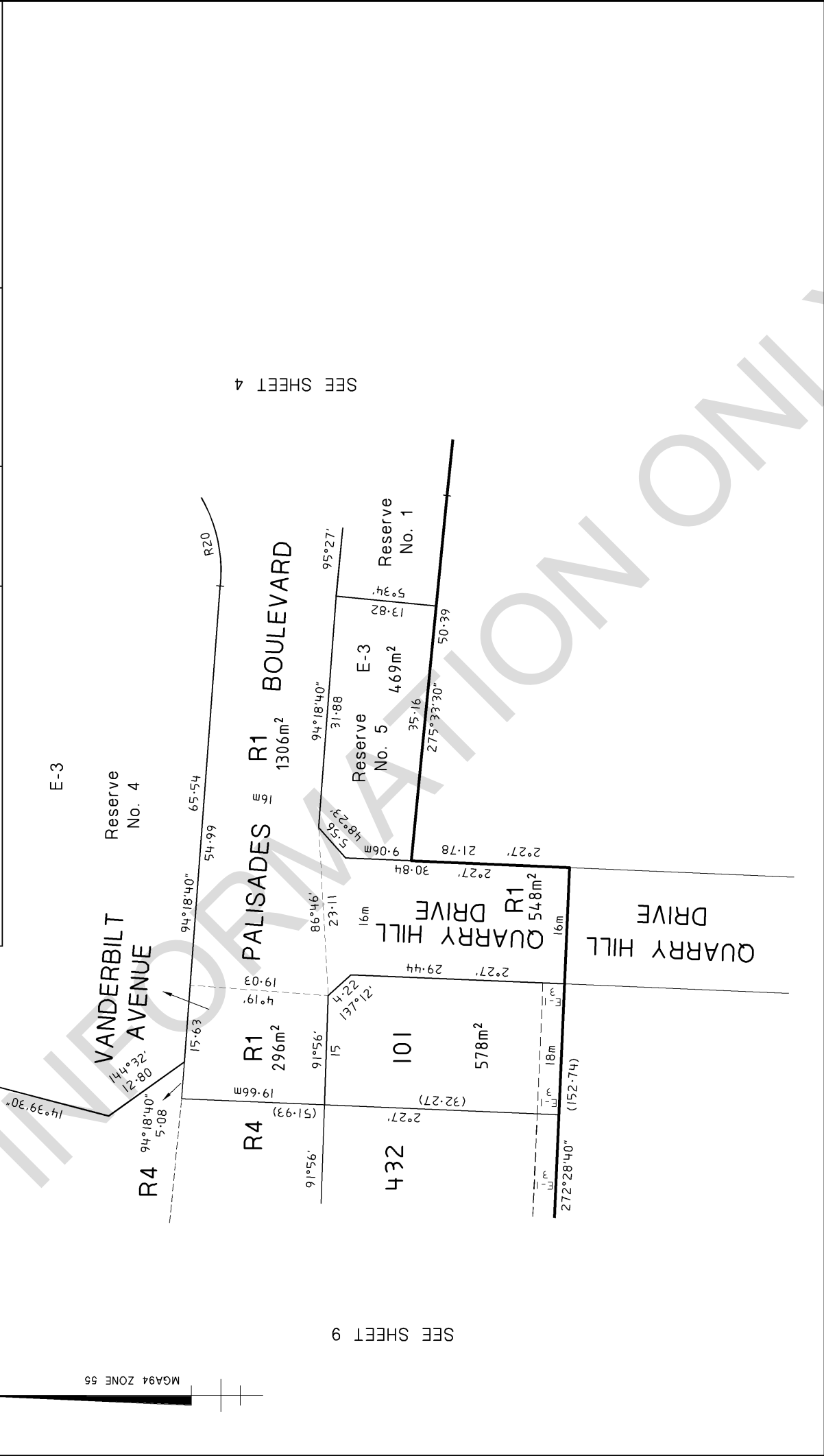


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ORIGINAL		SCALE		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN		Sheet 2	
SCALE	SHEET SIZE	30 0 30 60 90 120		Signature .....		Date / /	
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				VERSION		Council Delegate Signature	
				6/12/2011			
				MFV			

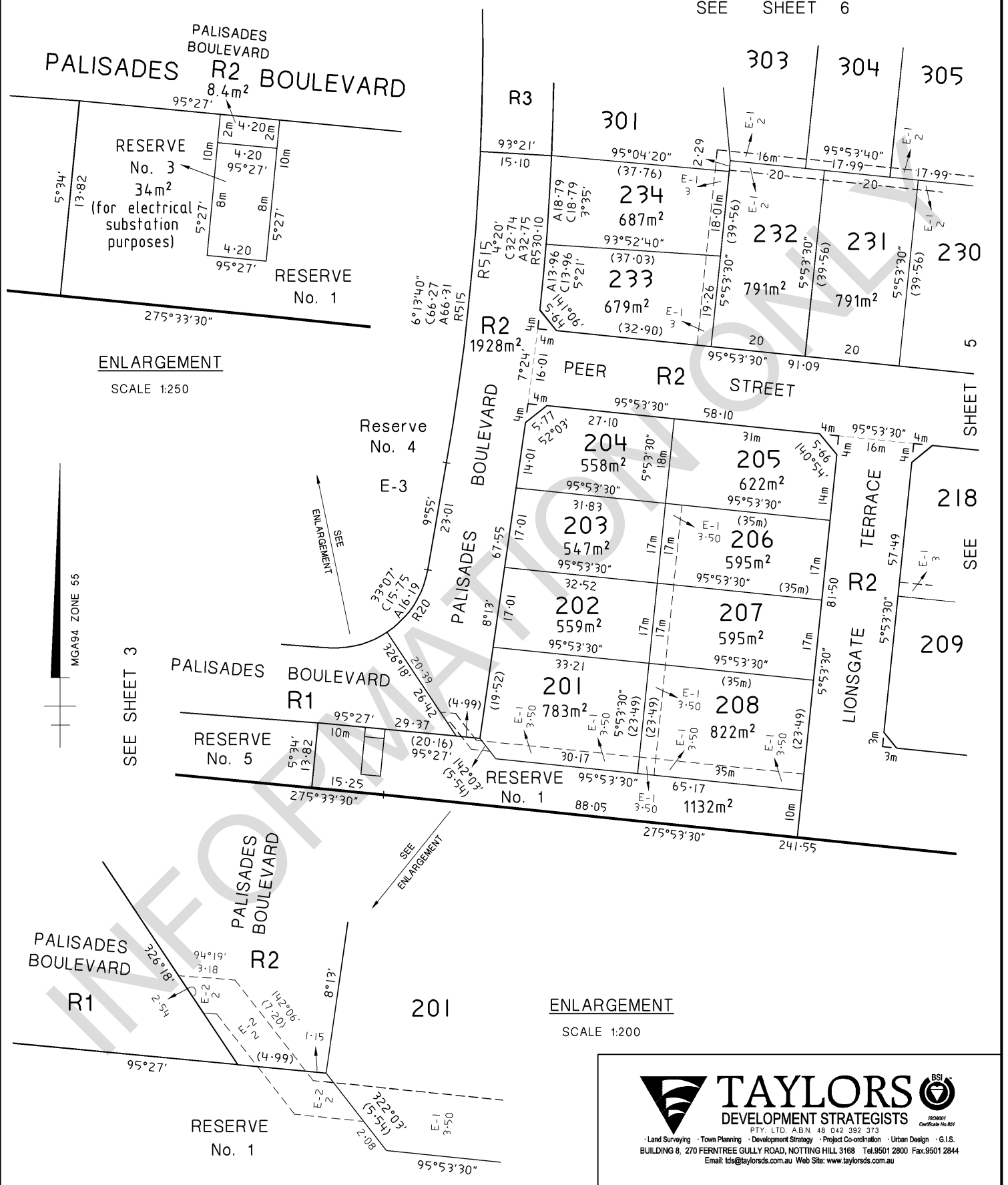
**PLAN OF SUBDIVISION**

STAGE NO. Plan Number  
**PS611358X**



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			Sheet 3 Date / / Council Delegate Signature

SEE SHEET 6



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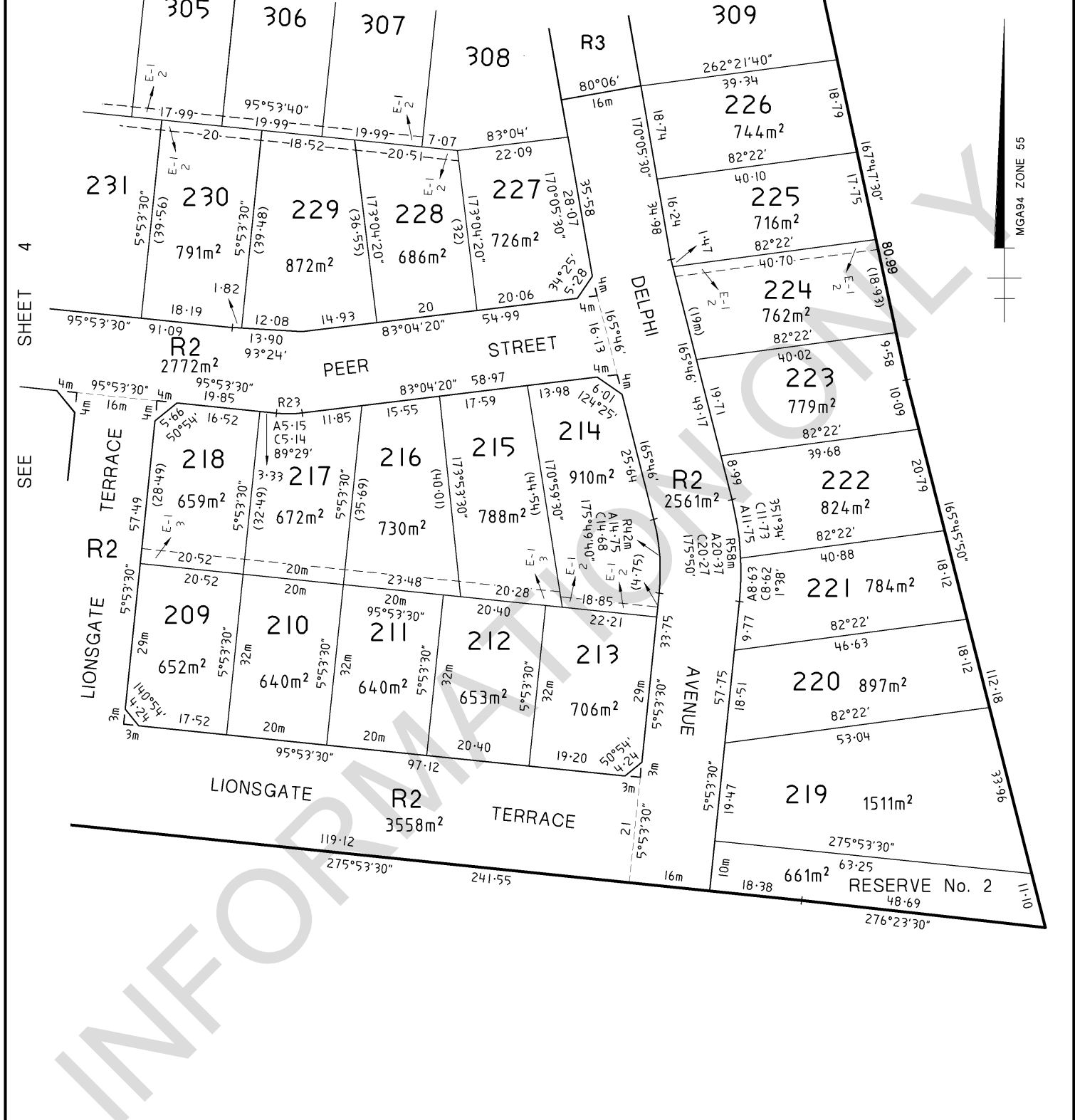
BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168 Tel.9501 2800 Fax.9501 2844

Email: tds@taylorstds.com.au Web Site: www.taylorstds.com.au

ORIGINAL	SCALE	LICENSED SURVEYOR : LEO ALEXANDER BATEMAN	Sheet 4
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SHEET SIZE	LENGTHS ARE IN METRES	REF. 1660-C-5	VERSION 12
1:750		10/12/10	Date / /
A3		SCR	Council Delegate Signature

<b>PLAN OF SUBDIVISION</b>	STAGE NO.	Plan Number <b>PS611358X</b>
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SEE SHEET 6



MGA94 ZONE 55



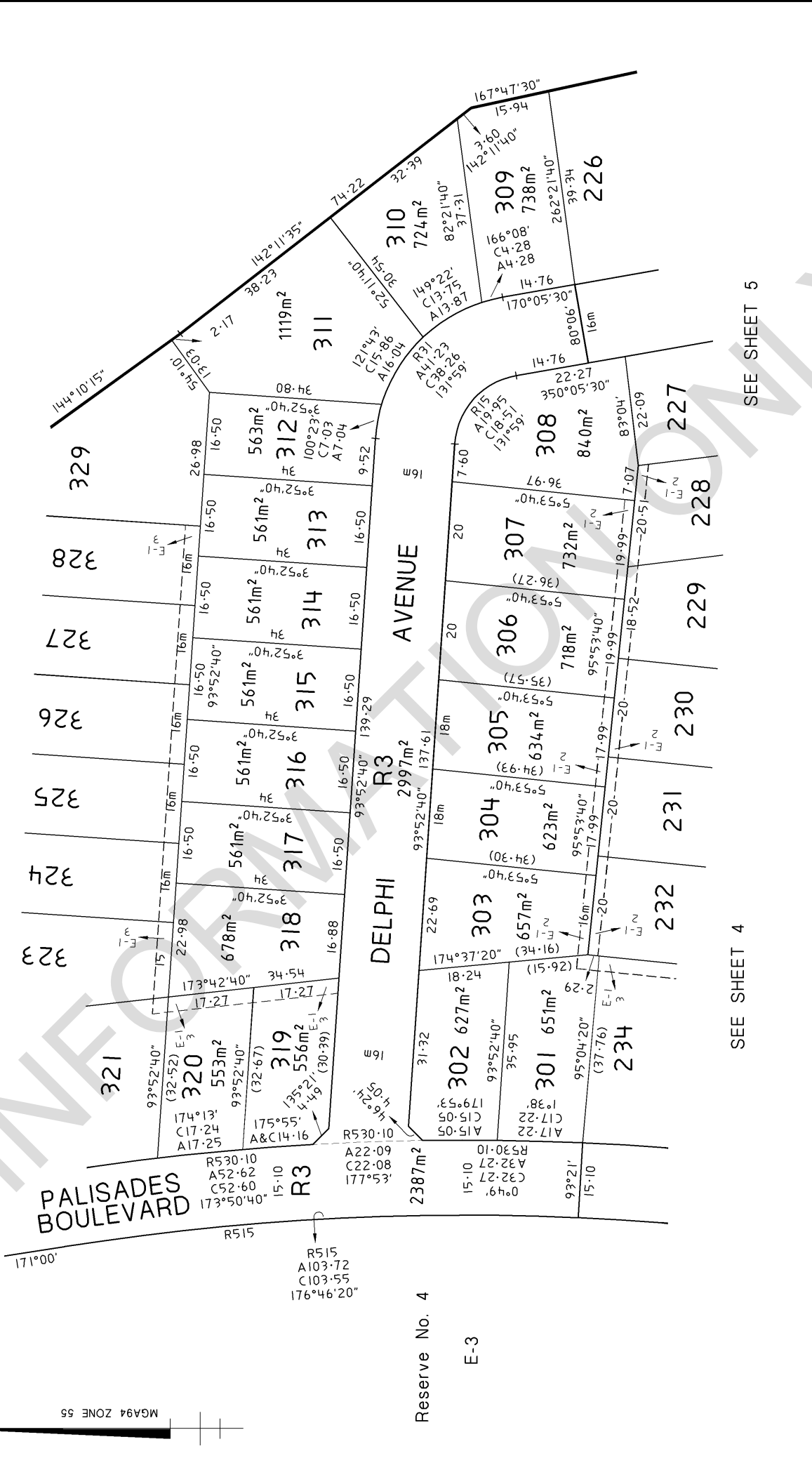
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ORIGINAL	SCALE	LICENSED SURVEYOR : LEO ALEXANDER BATEMAN	Sheet 5
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		VERSION 12	Council Delegate Signature
		10/12/10 SCR	

**PLAN OF SUBDIVISION**

STAGE NO. **PS611358X**  
 Plan Number

SEE SHEET 7



MGA94 ZONE 55

Reserve No. 4

E-3

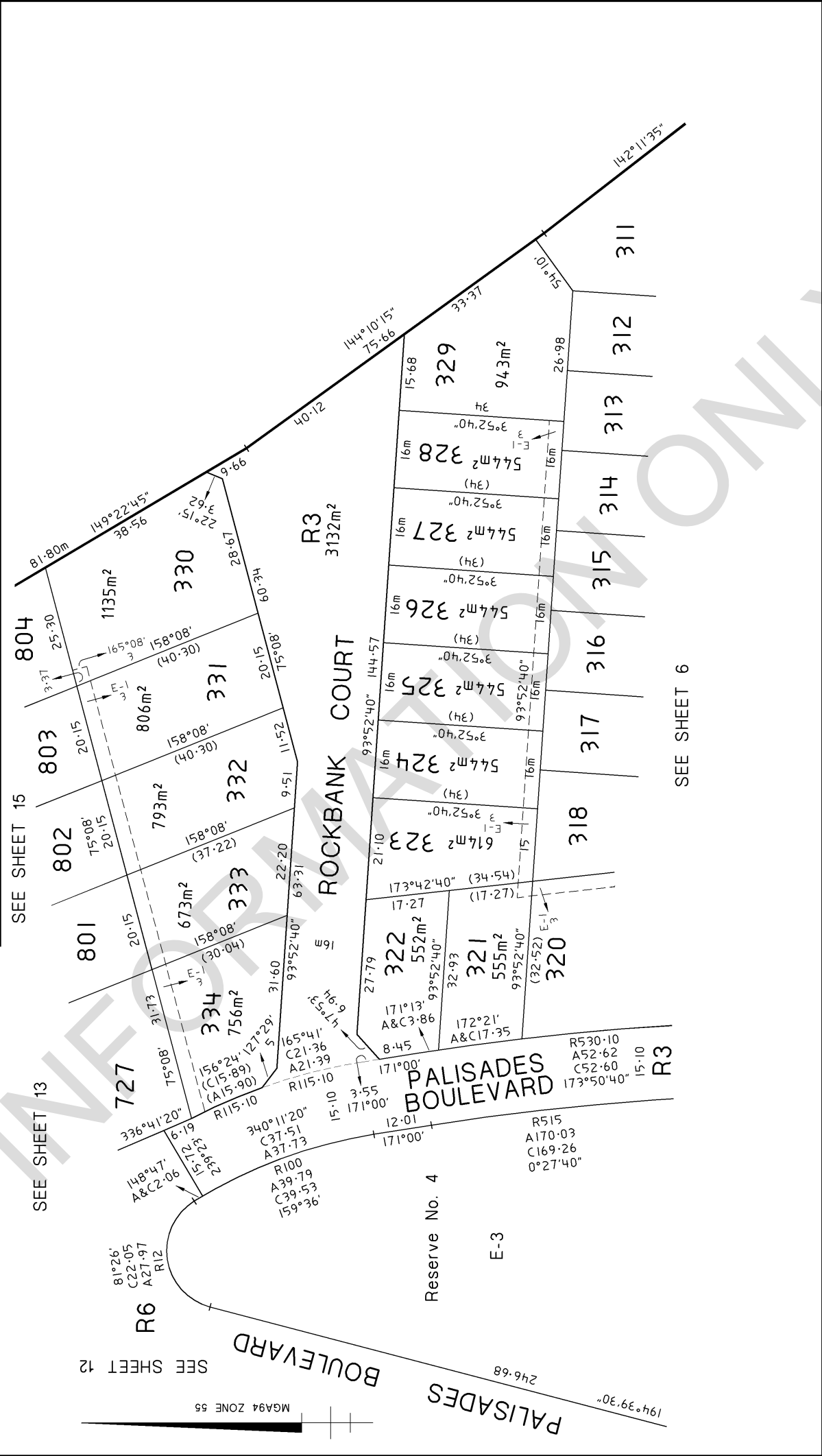
SEE SHEET 4

SEE SHEET 5

<p><b>TAYLORS</b>                  DEVELOPMENT STRATEGISTS                  PTY. LTD. A.B.N. 48 042 392 373                  - Land Surveying - Town Planning - Development Strategy - Project Co-ordination - Urban Design - G.I.S.                  BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168. Tel: 9501 2900 Fax: 9501 2844                  Email: tds@taylors.com.au Web Site: www.taylors.com.au</p>	ORIGINAL SCALE 1:750 SHEET SIZE A3	SCALE 7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR : LEO ALEXANDER BATEMAN Signature / / Date / / REF. 1660-C-5 VERSION 12 10/12/10 SCR	Sheet 6 Council Delegate Signature
	Date / / Council Delegate Signature			

# PLAN OF SUBDIVISION

STAGE NO. Plan Number  
**PS611358X**

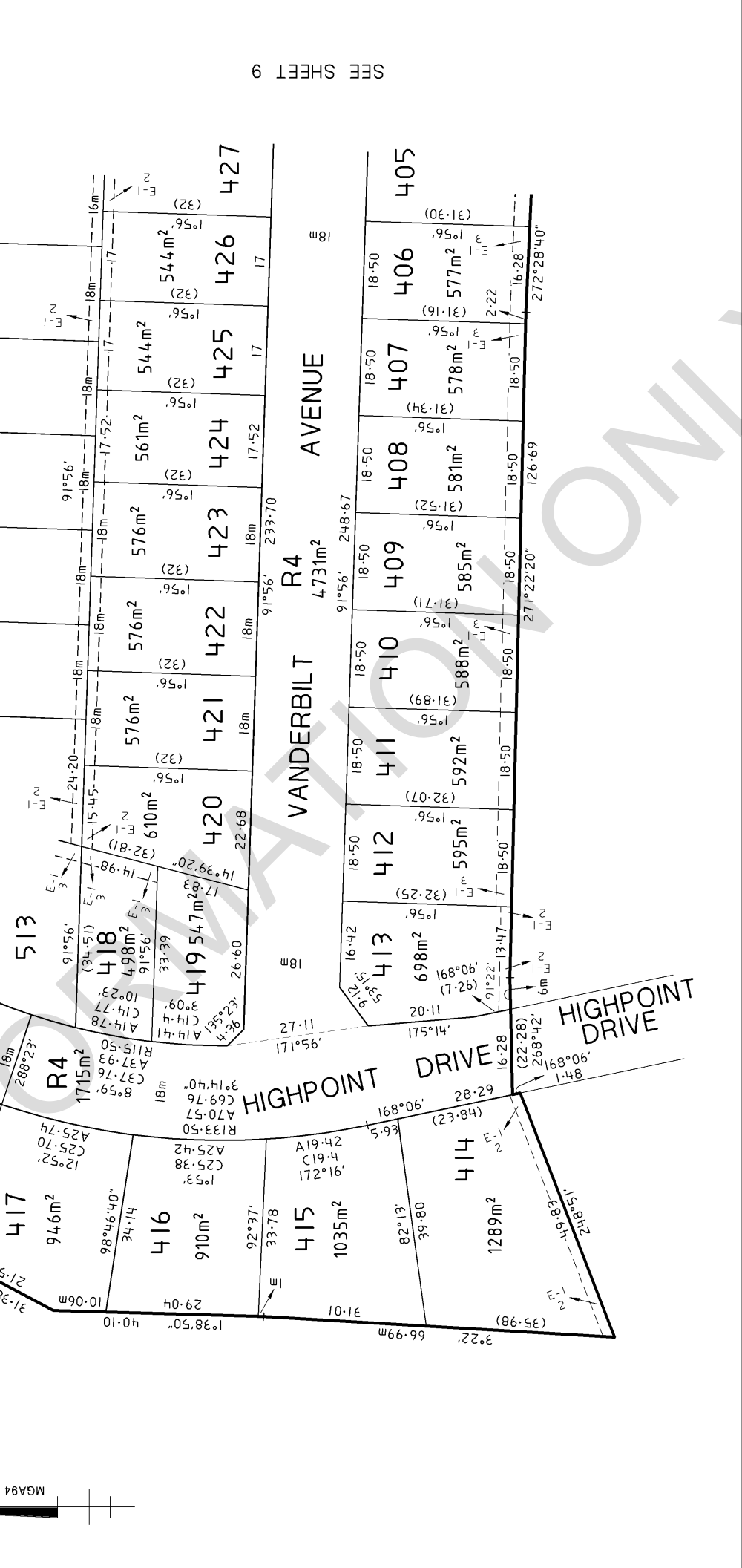


SEE SHEET 9

PLAN OF SUBDIVISION

STAGE NO. SEE SHEET 10

Plan Number  
**PS611358X**

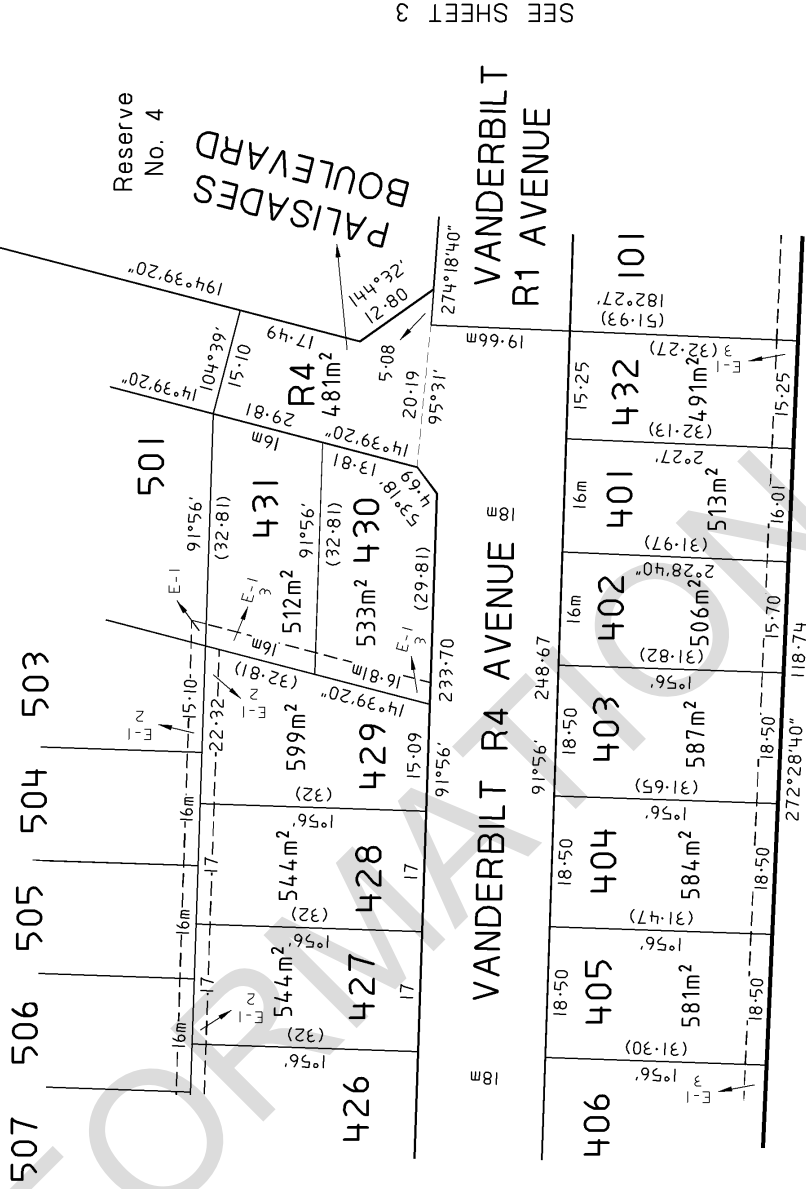


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**PLAN OF SUBDIVISION**

STAGE NO. **PS611358X**  
Plan Number

SEE SHEET 11



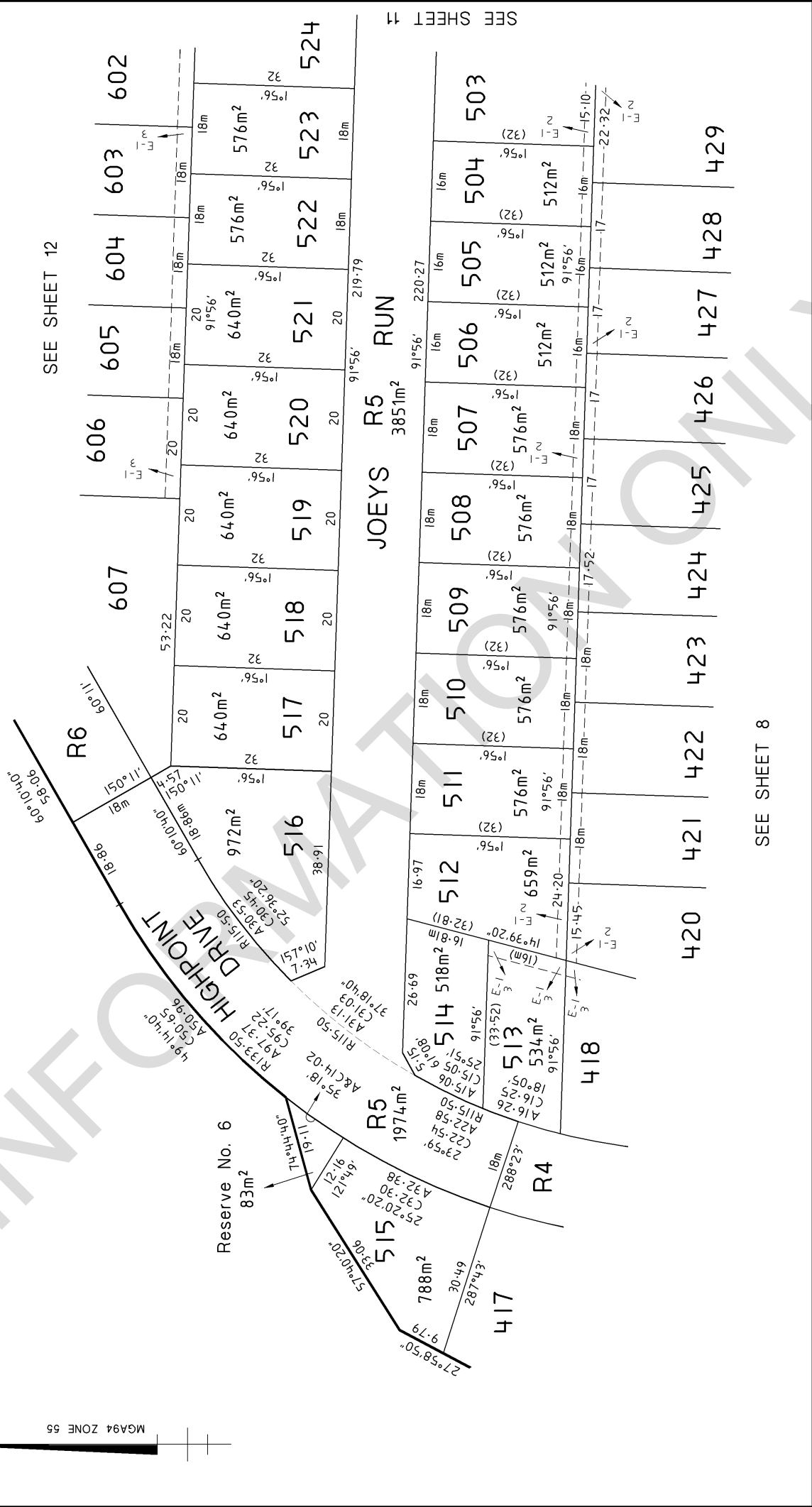
SEE SHEET 8

SEE SHEET 3

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**PLAN OF SUBDIVISION**

STAGE NO. **PS611358X** Plan Number



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	SHEET 10	SEE SHEET 8	SEE SHEET 12

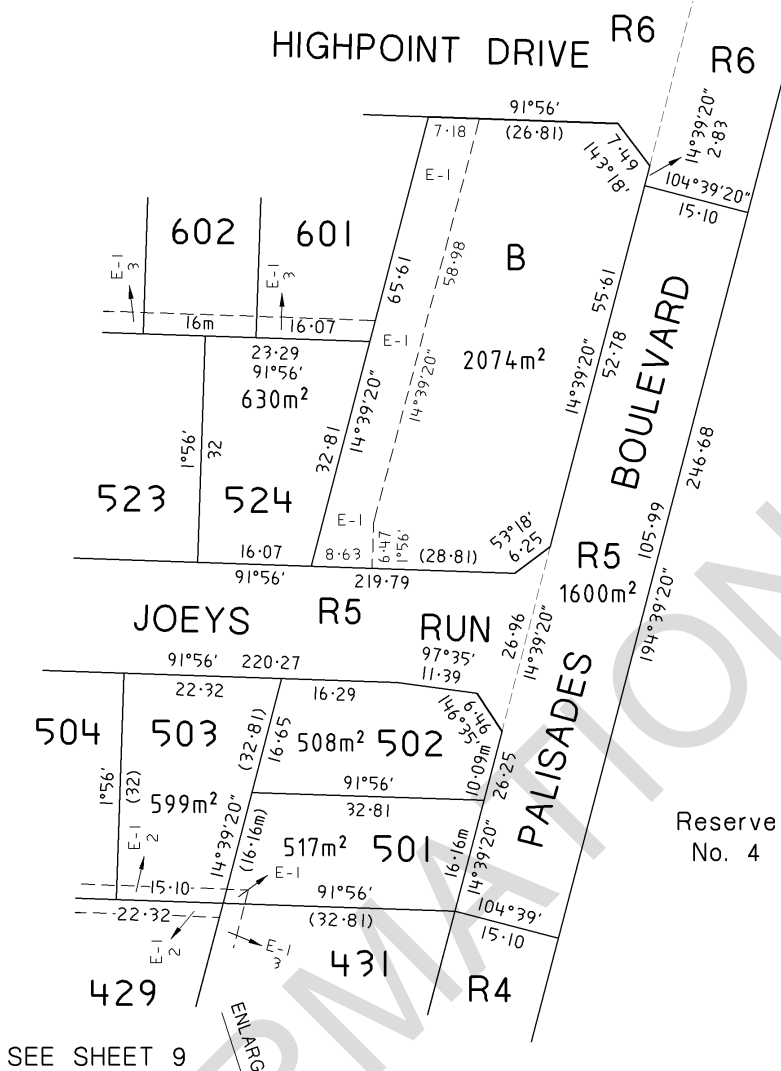
**PLAN OF SUBDIVISION**

STAGE NO.

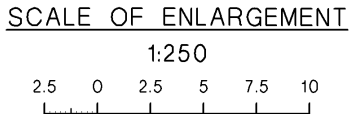
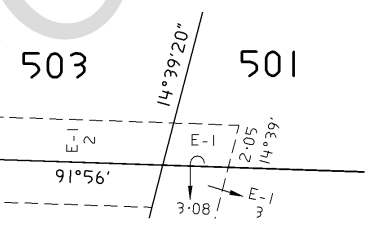
Plan Number  
**PS611358X**

SEE SHEET 12

SEE SHEET 10

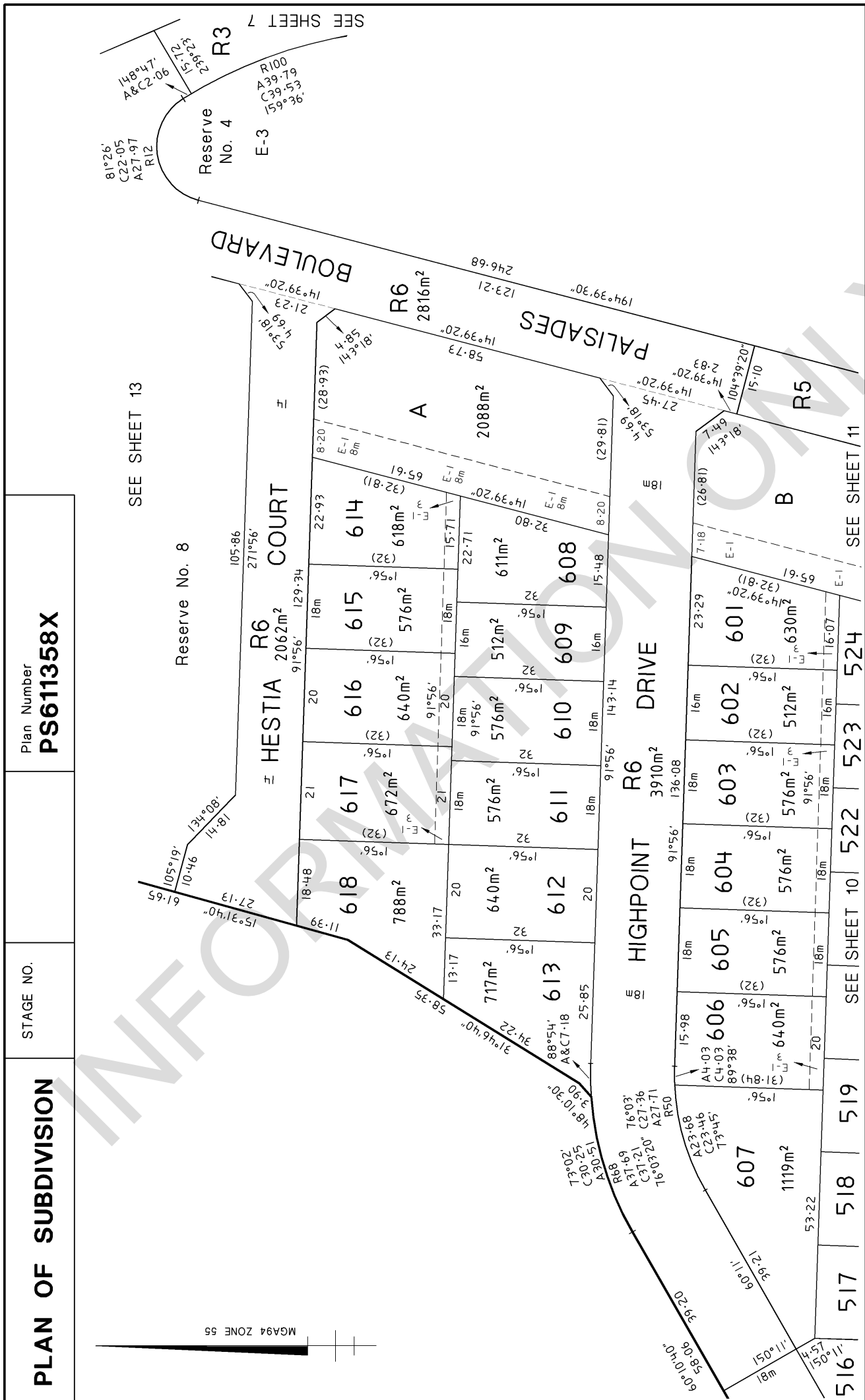


SEE SHEET 9



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ORIGINAL		SCALE		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN		Sheet 11	
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Signature .....				Date / /			
REF. 1660-C-6				VERSION 12		1/08/2011 MFV	
Date / /						Council Delegate Signature	



SEE SHEET 13

SEE SHEET 11

STAGE NO. **PS611358X** Plan Number

**PLAN OF SUBDIVISION**

516	517	518	519	520	521	522	523	524
SEE SHEET 10	SEE SHEET 10	SEE SHEET 10	SEE SHEET 10	SEE SHEET 10	SEE SHEET 10	SEE SHEET 10	SEE SHEET 10	SEE SHEET 10

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ORIGINAL SCALE SHEET SIZE  
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Signature / / Date / /  
REF. 1660-C-7 VERSION 12 10/11/2011 MFV  
Council Delegate Signature

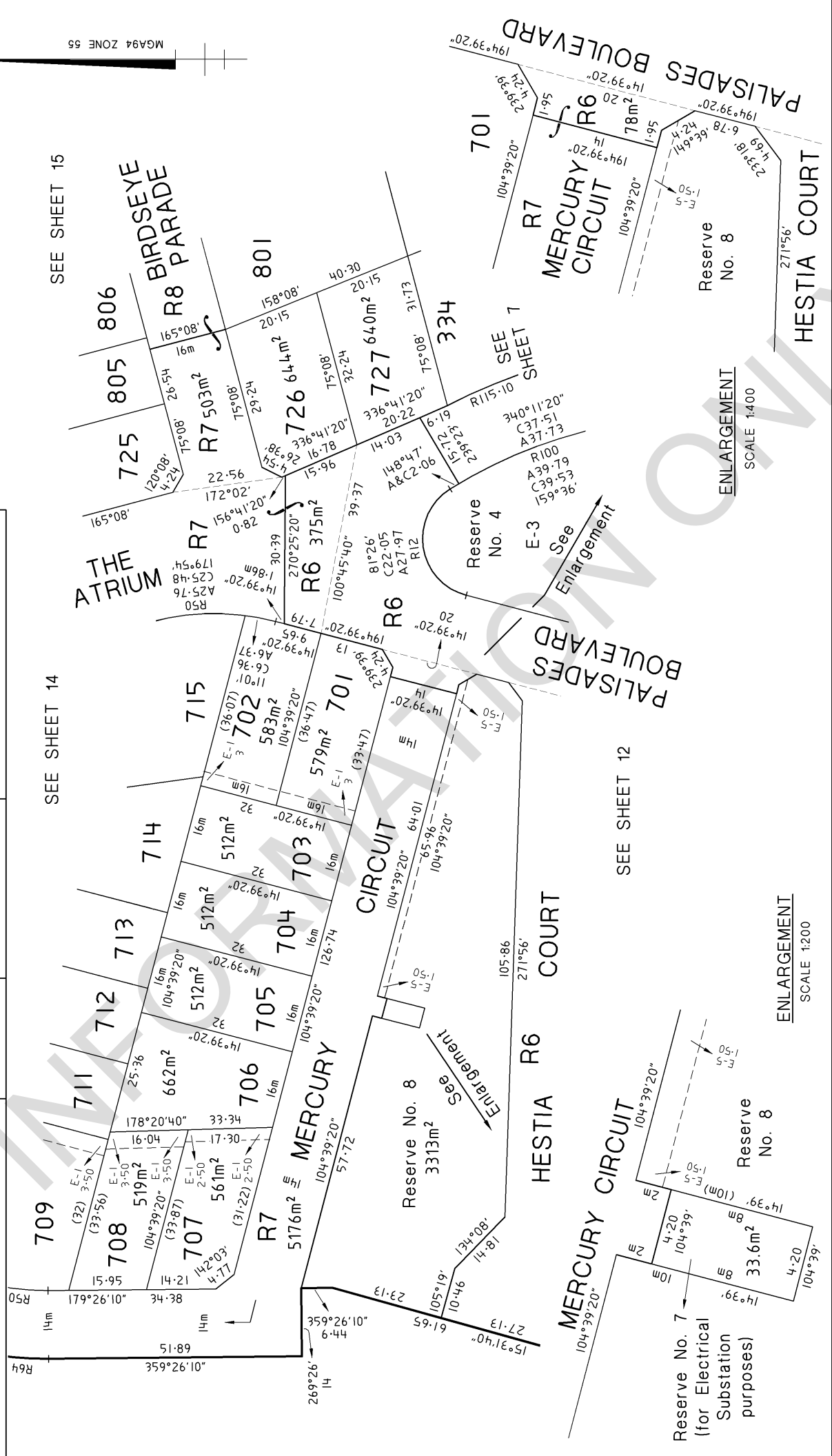
Sheet 12

MGA94 ZONE 55

**PLAN OF SUBDIVISION**

STAGE NO. \_\_\_\_\_

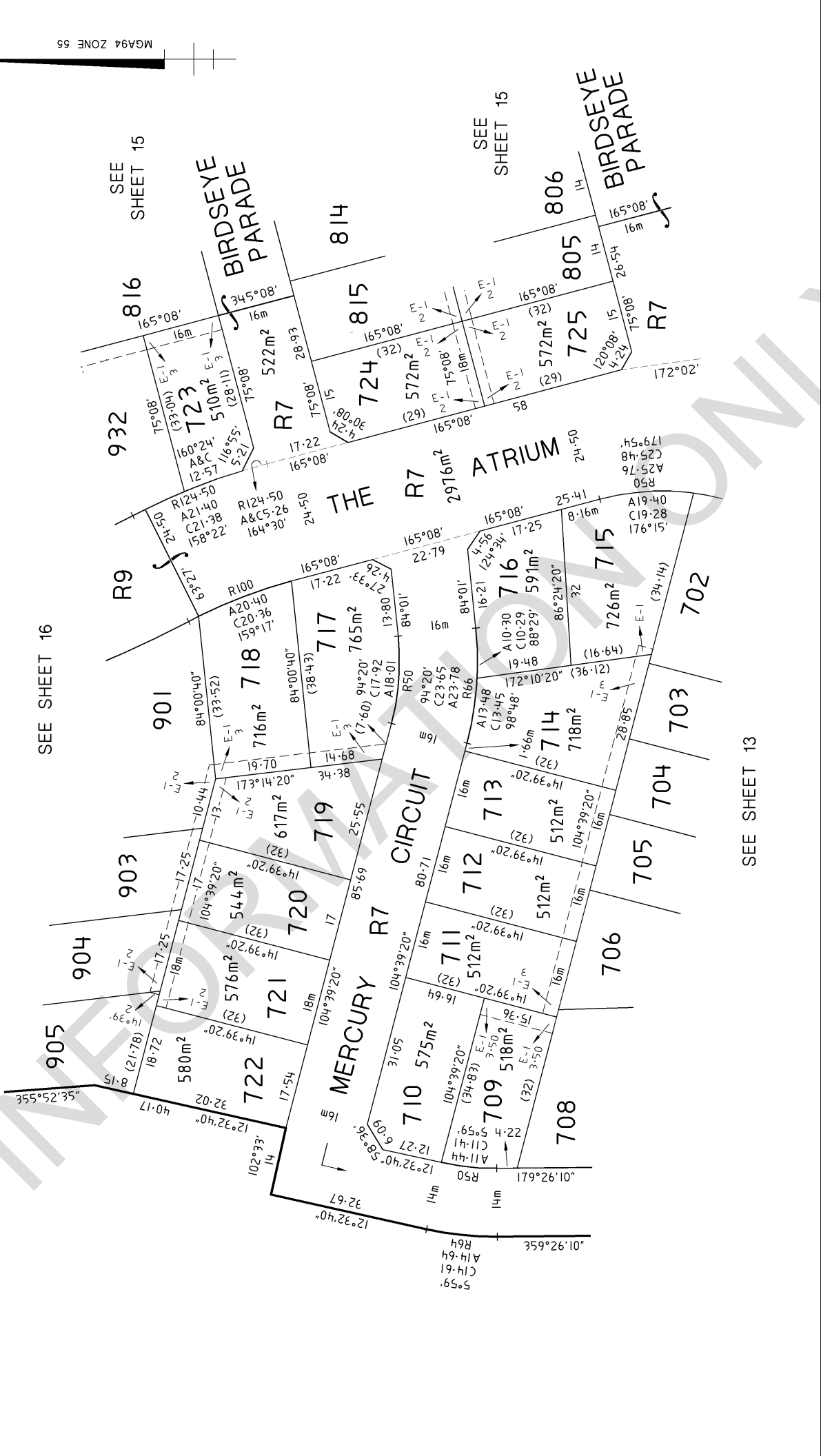
Plan Number **PS611358X**



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MGA94 ZONE 55

STAGE NO. **PLAN OF SUBDIVISION** PS611358X



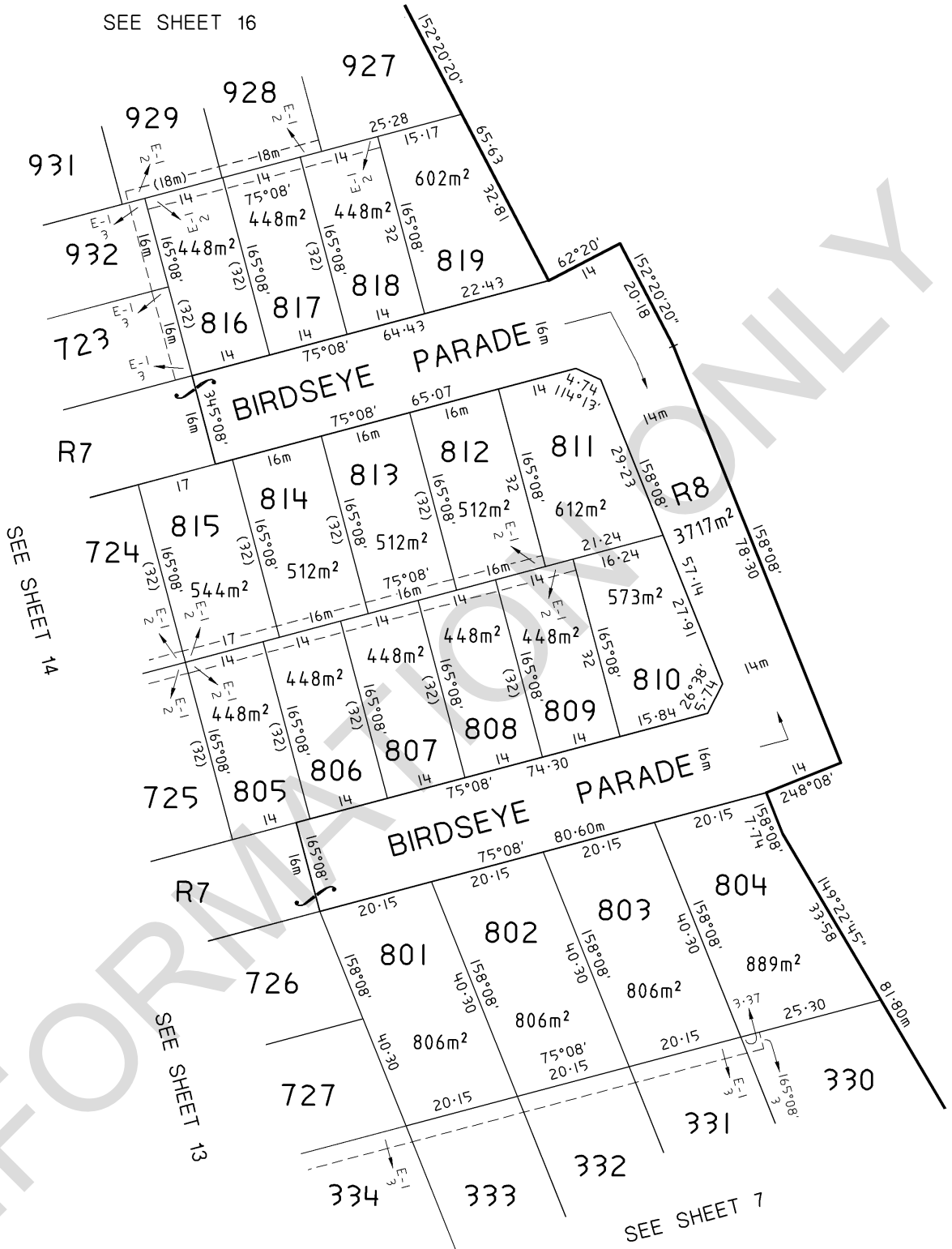
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	SEE SHEET 16	SEE SHEET 13	SEE SHEET 15	SEE SHEET 15

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number  
**PS611358X**

SEE SHEET 16



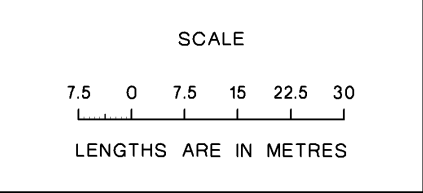
SEE SHEET 14

SEE SHEET 13

SEE SHEET 7

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ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3



LICENSED SURVEYOR : LEO ALEXANDER BATEMAN  
 Signature ..... Date / /  
 REF. 1660-C-9 VERSION 6/12/2011 MFV

Sheet 15  
 Date / /  
 Council Delegate Signature



**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number  
**PS611358X**

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lot 101 on this plan.  
LAND TO BENEFIT: All land in this plan.

DESCRIPTION OF RESTRICTION


The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies must not:

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1443. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



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 Email: [tds@taylorsds.com.au](mailto:tds@taylorsds.com.au) Web Site: [www.taylorsds.com.au](http://www.taylorsds.com.au)

ORIGINAL		SCALE		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN		Sheet 17	
SCALE	SHEET SIZE	 <p>LENGTHS ARE IN METRES</p>		Signature .....		Date / /	
	A3			REF. 1660-C-9		VERSION 6/12/2011 MFV	
						Date / /	
						Council Delegate Signature	

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number  
**PS611358X**

**CREATION OF RESTRICTION B**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.  
LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
201	202, 208
202	201, 203, 207
203	202, 204, 206
204	203, 205
205	204, 206
206	203, 205, 207
207	202, 206, 208
208	201, 207
209	210, 218
210	209, 211, 217
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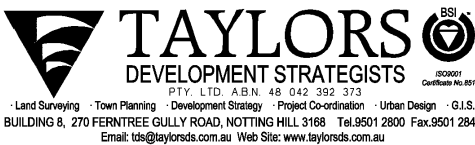
BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
218	209, 217
219	220
220	219, 221
221	220, 222
222	221, 223
223	222, 224
224	223, 225
225	224, 226
226	225
227	228
228	227, 229
229	228, 230
230	229, 231
231	230, 232
232	231, 233, 234
233	232, 234
234	232, 233

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies must not:

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1444. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



**TAYLORS DEVELOPMENT STRATEGISTS**  
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 · Land Surveying · Town Planning · Development Strategy · Project Co-ordination · Urban Design · G.I.S.  
 BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168 Tel.9501 2800 Fax.9501 2844  
 Email: [tds@taylorsds.com.au](mailto:tds@taylorsds.com.au) Web Site: [www.taylorsds.com.au](http://www.taylorsds.com.au)

ORIGINAL		SCALE	LICENSED SURVEYOR : LEO ALEXANDER BATEMAN	Sheet 18
SCALE	SHEET SIZE	0  -----  LENGTHS ARE IN METRES	Signature ..... Date / /	.....
A3			REF. 1660-C-9 VERSION 6/12/2011 MFV	Date / / Council Delegate Signature

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number  
**PS611358X**

**CREATION OF RESTRICTION C**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.  
LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
301	302, 303
302	301, 303
303	301, 302, 304
304	303, 305
305	304, 306
306	305, 307
307	306, 308
308	307
309	310
310	309, 311
311	310, 312, 329
312	311, 313, 329
313	312, 314, 328, 329
314	313, 315, 327, 328
315	314, 316, 326, 327
316	315, 317, 325, 326
317	316, 318, 324, 325

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
318	317, 319, 320, 323, 324
319	318, 320
320	318, 319, 321
321	320, 322, 323
322	321, 323
323	318, 321, 322, 324
324	317, 318, 323, 325
325	316, 317, 324, 326
326	315, 316, 325, 327
327	314, 315, 326, 328
328	313, 314, 327, 329
329	311, 312, 313, 328
330	331
331	330, 332
332	331, 333
333	332, 334
334	333

**DESCRIPTION OF RESTRICTION**


The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies must not:

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1529. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



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 Email: [tds@taylorsds.com.au](mailto:tds@taylorsds.com.au) Web Site: [www.taylorsds.com.au](http://www.taylorsds.com.au)

ORIGINAL	SCALE	LICENSED SURVEYOR : LEO ALEXANDER BATEMAN	Sheet 19
SCALE	 LENGTHS ARE IN METRES	Signature ..... Date / / REF. <b>1660-C-9</b> VERSION 6/12/2011 MFV	..... Date / / Council Delegate Signature
SHEET SIZE <b>A3</b>			

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number  
**PS611358X**

CREATION OF RESTRICTION D

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.  
LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
401	402, 432
402	401, 403
403	402, 404
404	403, 405
405	404, 406
406	405, 407
407	406, 408
408	407, 409
409	408, 410
410	409, 411
411	410, 412
412	411, 413
413	412
414	415
415	414, 416
416	415, 417

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
417	416
418	419, 420
419	418, 420
420	418, 419, 421
421	420, 422
422	421, 423
423	422, 424
424	423, 425
425	424, 426
426	425, 427
427	426, 428
428	427, 429
429	428, 430, 431
430	429, 431
431	429, 430
432	401

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies must not:


1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1594. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



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DEVELOPMENT STRATEGISTS

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ORIGINAL		SCALE		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN		Sheet 20	
SCALE	SHEET SIZE	 <p>LENGTHS ARE IN METRES</p>		Signature .....		Date / /	
	A3			REF. 1660-C-9		VERSION 6/12/2011	
						Council Delegate Signature	

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number  
**PS611358X**

**CREATION OF RESTRICTION E**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.  
LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
501	502, 503
502	501, 503
503	501, 502, 504
504	503, 505
505	504, 506
506	505, 507
507	506, 508
508	507, 509
509	508, 510
510	509, 511
511	510, 512
512	511, 513, 514

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
513	512, 514
514	512, 513
515	513, 514
516	517
517	516, 518
518	517, 519
519	518, 520
520	519, 521
521	520, 522
522	521, 523
523	522, 524
524	523, B


The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies must not:

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1617. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



**TAYLORS**  
DEVELOPMENT STRATEGISTS  
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ORIGINAL		SCALE		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN		Sheet 21	
SCALE	SHEET SIZE	 <p>LENGTHS ARE IN METRES</p>		Signature .....		Date / /	
	A3			REF. 1660-C-9		VERSION 6/12/2011	
				MFV		Date / /	
						Council Delegate Signature	

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number  
**PS611358X**

CREATION OF RESTRICTION F

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.  
LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
601	602
602	601, 603
603	602, 604
604	603, 605
605	604, 606
606	605, 607
607	606
608	609, 614, 615, A
609	608, 610, 615, 616
610	609, 611, 616, 617
611	610, 612, 617
612	611, 613, 618

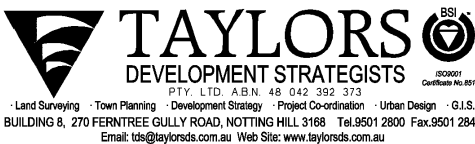
BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
613	612, 618
614	608, 615, A
615	608, 609, 614, 616
616	609, 610, 615, 617
617	610, 611, 616, 618
618	612, 613, 617

**DESCRIPTION OF RESTRICTION**


The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies must not:

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1806. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



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ORIGINAL	SCALE	LICENSED SURVEYOR : LEO ALEXANDER BATEMAN	Sheet 22
SCALE	 LENGTHS ARE IN METRES	Signature ..... Date / / REF. <b>1660-C-9</b> VERSION 6/12/2011 MFV	..... Date / / Council Delegate Signature
SHEET SIZE <b>A3</b>			



**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number  
**PS611358X**

CREATION OF RESTRICTION H

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.  
LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
801	802
802	801, 803
803	802, 804
804	803
805	806, 815
806	805, 807, 814, 815
807	806, 808, 813, 814
808	807, 809, 812, 813
809	808, 810, 811, 812
810	809, 811
811	809, 810, 812
812	808, 809, 811, 813
813	807, 808, 812, 814
814	806, 807, 813, 815

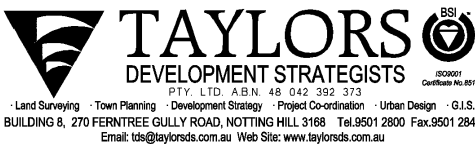
BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
815	805, 806, 814
816	817
817	816, 818
818	817, 819
819	818

**DESCRIPTION OF RESTRICTION**


The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies must not:

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1850. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



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ORIGINAL	SCALE	LICENSED SURVEYOR : LEO ALEXANDER BATEMAN	Sheet 24
SCALE	 LENGTHS ARE IN METRES	Signature ..... Date / /	.....
SHEET SIZE A3		REF. 1660-C-9      VERSION      6/12/2011 MFV	Date / / Council Delegate Signature

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number  
**PS611358X**

**CREATION OF RESTRICTION I**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.  
LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
901	902, 903
902	901, 903
903	901, 902, 904
904	903, 905
905	904
906	907, 919
907	906, 908, 909, 919
908	907, 909
909	907, 908, 910
910	909, 911, 919
911	910, 912, 918
912	911, 913, 917
913	912, 914, 916
914	913, 915, C
915	914, 916, C
916	913, 915, 917

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
917	912, 916, 918
918	911, 917, 919
919	906, 907, 910, 918
920	921, 923, 924
921	920, 922, 924, 925
922	921, 925
923	920, 924
924	920, 921, 923, 925, 926
925	921, 922, 924, 926
926	924, 925
927	928
928	927, 929
929	928, 930, 931
930	929, 931
931	929, 930, 932
932	929, 931

**DESCRIPTION OF RESTRICTION**


The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies must not:

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1851. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



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ORIGINAL	SCALE	LICENSED SURVEYOR : LEO ALEXANDER BATEMAN	Sheet 25
SCALE	SHEET SIZE	Signature .....	Date / /
A3	 LENGTHS ARE IN METRES	REF. 1660-C-9      VERSION      6/12/2011	Date / /
		MFV	Council Delegate Signature



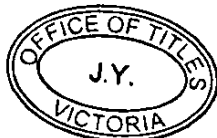
**FORM 18**

**Schedule 1 of the *Planning and Environment Regulations 2005***

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

Section 181

*Planning and Environment Act 1987*



**AF610189K**



**Lodged by:**

**Name:** BEST HOOPER

**Phone:** 9670 8951

**Address:** 563 Little Lonsdale Street, Melbourne

**Ref:** IP:TLC:02041664

**Customer Code:** 0485 U

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:** Certificate of Title Volume 11013 Folio 239  
(Lot 1 on Plan of Subdivision 542594S)

**Authority:** Whittlesea City Council

**Section and Act under which Agreement made:**

Section 173 *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application.

**Signature for the Authority:**

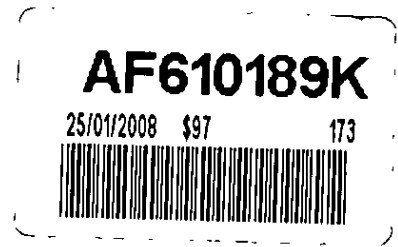


**Name of Officer:**

DAVID TURNBULL

**Date:**

16 - 1 - 2008.



**WHITTLESEA CITY COUNCIL**

Council

- and -

**TWIN PEAKS SOUTH MORANG PTY LTD**  
(ACN 117 056 229)

the Owner

- and -

**YARRA VALLEY WATER**  
(ACN 066 902 501)

YVW

---

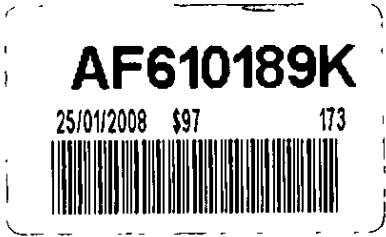
**Agreement under Section 173 of the Planning and  
Environment Act 1987.**

---

**Subject Land: Lot 1 on Plan of Subdivision PS542594S  
105 Hunters Lane, South Morang**

**BEST HOOPER**  
Solicitors  
563 Little Lonsdale Street  
MELBOURNE

Ref: IP:MJ:02041664  
Tel: 9670 8951  
Fax: 9670 2954



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INFORMATION ONLY

**AF610189K**

25/01/2008 \$97

173



**PLANNING AND ENVIRONMENT ACT 1987**

**SECTION 173 AGREEMENT**

THIS AGREEMENT is made the <sup>th</sup> 6<sup>th</sup> day of **DECEMBER** 2007

**BETWEEN:**

**WHITTLESEA CITY COUNCIL**  
of Municipal Offices, Ferres Boulevard, South Morang, Victoria

("Council")

- and -

**TWIN PEAKS SOUTH MORANG PTY LTD (ACN 117 056 229)**  
of Suite 1210, 1 Queens Road, Melbourne, Victoria

("the Owner")

- and -

**YARRA VALLEY WATER LIMITED (ACN 006 902 501)**  
of Lucknow Street, Mitcham, Victoria

("YVW")

**INTRODUCTION**

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. YVW is the relevant water supply licensee under the *Water Industry Act 1994* for the area in which the Subject Land is located.
- D. YVW seeks to construct a Water Main across the Subject Land.
- E. The Owner has agreed to create a water supply Easement across the Subject Land in favour of YVW to accommodate the construction of a new Water Main subject to the terms of this Agreement.
- F. YVW has agreed to construct the Water Main in a location nominated by the Owner to facilitate the staged subdivision of the Land and at a time nominated by the Owner or of which YVW has given adequate prior notice.
- G. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AE959898P in favour of the Mortgagee. The Mortgagee has



consented to the Owner entering into this Agreement with respect to the Subject Land.

H. The parties enter into this Agreement -

- (a) to give effect to the requirements of the Planning Scheme; and
- (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**IT IS AGREED:**

**1. DEFINITIONS**

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

- 1.1 **"the Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **"Council"** means Whittlesea City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.
- 1.4 **"the Easement"** means an easement for water supply purposes across the Subject Land generally along the alignment of the Water Main and six metres wide generally in the location in Schedule A to this Agreement and in the form in Schedule B to this Agreement.
- 1.5 **"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.
- 1.6 **"the Owner"** means being Twin Peaks South Morang Pty Ltd (ACN 117 056 229) and the person or persons subsequently 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.
- 1.7 **"Planning Scheme"** means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.8 **"the Subject Land"** means Lot 1 on Plan of Subdivision PS 542594S.

**2. INTERPRETATION**

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.

**AF610189K**

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- 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 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.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 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 covenants and agrees:

- 3.1 to grant a registerable Easement for water supply purposes in favour of YVW generally in the location delineated on the plan in Schedule A to this Agreement, the precise location of the Easement to be in accordance with a surveyed plan identifying the centre of the Water Main for its full length between the boundaries of the Subject Land with the Water Main located within and approximately 2 metres from the southern boundary of the Easement.
- 3.2 to grant the Easement forthwith after it is provided by YVW with a surveyed plan of the location of the Water Main and of the dimensions and boundaries of the Easement.
- 3.3 to take all steps necessary to create the Easement in favour of YVW upon being provided with a surveyed plan of the location, dimensions and boundaries of the Easement in accordance with this Agreement prepared by a surveyor engaged by YVW at its cost.
- 3.4 to execute and deliver to YVW such other documents and do such things as YVW may reasonably require to allow YVW to register the Easement on the Certificate of Title to that part of the Subject Land within which the Easement is to be located, including obtaining the consent of any mortgagee or caveator to the creation of the Easement and the making of the duplicate Certificate of Title available at the Land Titles Office.
- 3.5 to permit YVW to construct the Water Main across the Subject Land the precise location to be contingent on the dimensions of the stages



of subdivision of the Subject Land south of the general location for the Water Main depicted in Schedule A to this Agreement.

- 3.6 to provide to YVW with particulars of the precise location and alignment for the Water Main not less than six months before the date for commencement of construction in any requirement by it that YVW proceed to construct the Water Main or within one month of receiving notice under clause 4(d) of this Agreement from YVW of its intention to commence construction of the Water Main.
- 3.7 that the creation of Easement pursuant to the terms of this Agreement is to be without consideration other than the terms of this Agreement PROVIDED THAT the construction of the Water Main is constructed in accordance with clause 4. of this Agreement and, after construction, the Subject Land is reinstated in accordance with clause 4.3 of this Agreement.
- 3.8 to bring this Agreement to the attention of all prospective purchasers, mortgagees and transferees, lessees and assigns of any part of the Subject Land within which the Easement is to be located; and
- 3.9 that it will not sell, transfer or assign its interest in that part of the Subject Land within which the Easement is to be located prior to the construction of the Water Main by YVW and the creation of the Easement, otherwise than in accordance with clause 6. of this Agreement.

**4. SPECIFIC OBLIGATIONS OF YVW**

YVW covenants and agrees:

- 4.1 to commence construction of the Water Main within six months after receiving notice from the Owner requiring the commencement of such construction and the Owner specifying the precise location at the east and west boundaries of the Subject Land where the Water Main is to be constructed generally at the locations depicted in the plan in Schedule A to this Agreement.
- 4.2 to complete construction of the Water Main within the Subject Land within six months from the date of commencement of such construction.
- 4.3 that it is solely responsible to obtain all necessary permits and approvals for the construction of the Water Main, for its design, for its construction and for the reinstatement of the Subject Land to a standard which does not impair or render more expensive the development of the Subject Land in accordance with the Development Plan approved under Schedule 22 to the Development Plan Overlay in the Whittlesea Planning Scheme.
- 4.4 that if the Owner has not given notice of requiring commencement of the construction of the Water Main and YVW wishes to proceed to commence to construct the Water Main it will give the Owner not less

**AF610189K**

25/01/2008

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than three months notice of the date upon which it proposes to commence such construction.

4.5 to pay to the Council, the Council's reasonable costs and expenses (including reasonable legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of YVW to the Council; and

4.6 to pay to the Owner, the Owner's reasonable costs and expenses (including reasonable legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of YVW to the Owner.

**5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL**

5.1 The Council covenants that it will forthwith apply to register this Agreement pursuant to Section 181 of the Act.

**6. FURTHER OBLIGATIONS OF THE OWNER**

The Owner further covenants and agrees that:

**6.1 Notice and Registration**

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

**6.2 Further actions**

6.2.1 the Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;

6.2.2 the Owner will consent to the 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 the 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;



**7. AGREEMENT UNDER SECTION 173 OF THE ACT**

The Council, YVW and the Owner agree that without limiting or restricting their 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.

**8. 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 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.

**9. SUCCESSORS IN TITLE**

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

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

**10. GENERAL MATTERS**

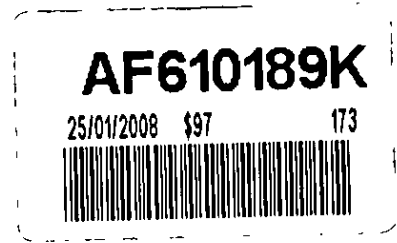
**10.1 Notices**

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:

- 10.1.1 by delivering it personally to that party;
- 10.1.2 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
- 10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

**10.2 A notice or other communication is deemed served:**

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



**10.3 No Waiver**

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

**10.4 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.

**10.5 No Fettering of the Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council 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.

**11. COMMENCEMENT OF AGREEMENT**

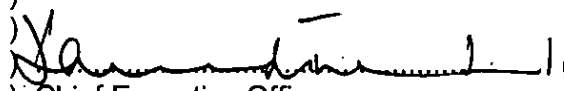
Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

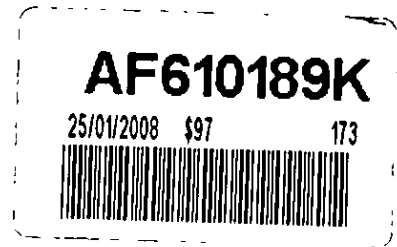
**12. ENDING OF AGREEMENT**

This Agreement will end upon the latest to occur of registration of the Easement in the form in Schedule B to this Agreement, completion of construction of the water main, reinstatement of the Subject Land and payment by YVW of the Owner's and the Council's costs.

**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:

)  
  
 ) Chief Executive Officer



**EXECUTED** by **TWIN PEAKS SOUTH MORANG PTY LTD** (ACN 117 056 229) by being signed by the person who is authorised to sign for the company:

[Handwritten Signature]  
Signature of sole director and sole company secretary

John L Gibson  
Full name

1 Queens Rd Melbourne  
Usual address

**SIGNED, SEALED and DELIVERED** for **YARRA VALLEY WATER LIMITED** (ACN 006 902 501) under power of attorney in the presence of:

[Handwritten Signature]  
Signature of attorney

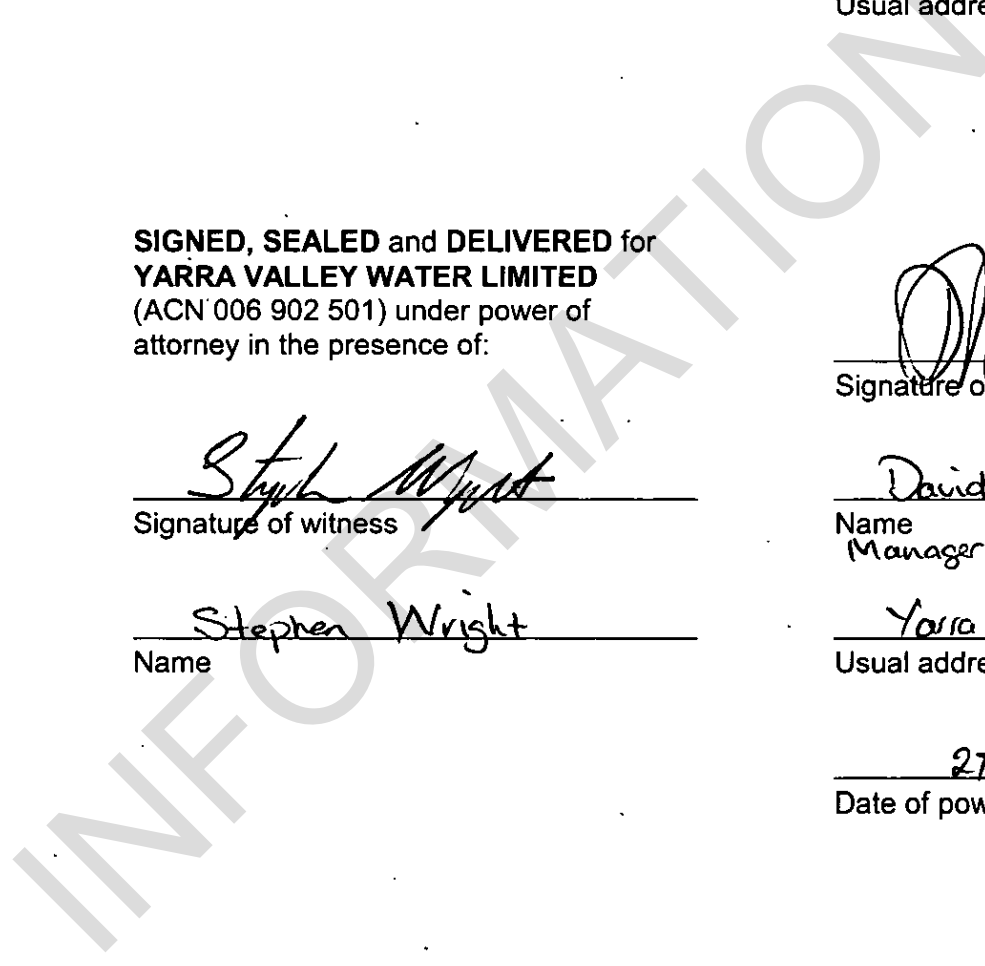
[Handwritten Signature]  
Signature of witness

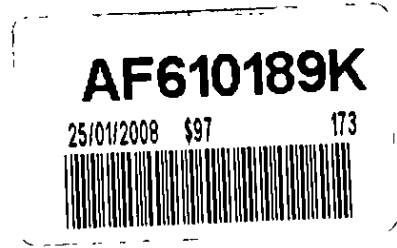
David Murden  
Name  
Manager Corporate Services

Stephen Wright  
Name

Yarra Valley Water.  
Usual address

27 July 2005  
Date of power of attorney





**Mortgagee's Consent**

**Commonwealth Bank of Australia** as Mortgagee of registered mortgage No. AE959898P consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

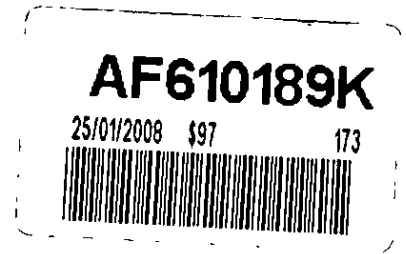
.....  
For and on behalf of the Mortgagee.

SIGNED, SEALED and DELIVERED in Victoria  
for and on behalf of COMMONWEALTH BANK  
of AUSTRALIA by its Attorney  
*SIMONA HILL*  
under Power dated 11 December 2000 a certified  
copy of which is filed in Permanent Order Book  
No. 277 at Page 016 who certifies that he/she is  
**A CONVEYANCING OFFICER**  
Victoria of COMMONWEALTH BANK OF AUSTRALIA  
in the presence of

INFORMATION ONLY

- 10 -

**SCHEDULE A**  
**EASEMENT LOCATION PLAN**



INFORMATION ONLY



**AF610189K**  
25/01/2008 \$97 173  


**SCHEDULE B**  
**FORM OF CREATION OF EASEMENT**

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INFORMATION ONLY

FORM 13  
WATER EASEMENT  
SECTION 45(1) TRANSFER OF LAND 1958



Lodged by:  
Name:  
Phone:  
Address:  
Ref:  
Customer Code: 12768P

The Grantor being registered as the proprietor of the estate specified in the servient land transfers and grants to the Grantee **[the registered proprietor of the dominant land]**, for the consideration expressed, the easement specified subject to the encumbrances affecting the servient land including any created by dealings lodged for registration before the lodging of this creation of easement.

**Servient land:** All that piece of land delineated and marked # on the plan annexed hereto and being part of the land described in certificate of title volume 1101 folio 239.

**Dominant land:** Not applicable (easement in gross).

**Grantor:** Twin Peaks South Morang Pty Ltd of Suite 1210, 1 Queens Road Melbourne, Victoria

**Grantee:** YARRA VALLEY WATER LIMITED ACN 066 902 501 of Lucknow Street, Mitcham, Victoria, 3132.

**Estate:** An estate in fee simple.

**Consideration:** \$1

**Easement:** 1 Permitted purposes

The Grantor grants to the Grantee the full and free right at all times to:

- (a) enter and remain upon the servient land and obtain ingress to and egress from and pass over the servient land with or without plant, equipment, vehicles and materials;
- (b) construct and maintain gates in fences crossing the servient land;
- (c) construct, lay, place, erect and install Assets in, on and under the servient land;
- (d) patrol, inspect (including by aircraft and helicopter), maintain, repair, alter, remove, replace and destroy the Assets;
- (e) use and operate the Assets, including by the passage through the Assets of water;

TO THE REGISTRAR OF TITLES, PLEASE REGISTER THIS DEALING AND UPON COMPLETION ISSUE CERTIFICATE OF TITLE TO

SIGNED..... DATE.....



- (f) temporarily locate and store plant, equipment, vehicles and materials in connection with any of the purposes described in paragraphs (c) – (e) above;
- (g) allow water to drain over the servient land;
- (h) clear and keep free the servient land of anything whether above or below ground which is or may be an obstruction to the exercise of the rights granted by this document, including all improvements, buildings, trees, plants, soil, fill, works or structures whatsoever;
- (i) maintain or change the present grades and contours of the servient land;
- (j) carry out on the servient land such digging, cutting and excavating as may be reasonably necessary in relation to the Assets or in relation to the exercise of any rights under this document; and
- (k) without limiting any other power or right granted under this document, exercise the rights, powers, duties and functions of the Grantee under the Water Industry Act 1994 or any other legislation from time to time relating to the distribution, sale or supply of water, sewerage or similar services or under any licence granted to the Grantee under that legislation or any other such legislation.

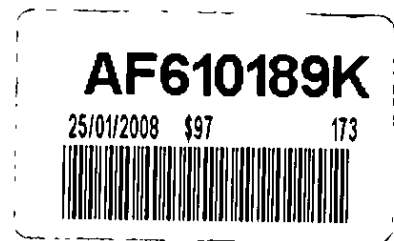
## **2 Obligations of the Grantee**

The Grantee must:

- (a) when exercising the rights conferred by this document:
  - (i) do as little damage to the servient land as is reasonably practicable; and
  - (ii) cause as little interference to the operations of the Grantor on the servient land as is reasonably practicable; and
- (b) cover in any excavation works on the servient land as soon as reasonably practicable after completion of those works.

## **3 No obstruction by the Grantor**

The Grantor must not do or permit to be done on the servient land or on any land in the proximity of the servient land any act, matter or thing which interferes or is likely to interfere with the rights of the Grantee under this document or with the Assets including by planting any vegetation, erecting any structures or any excavating or digging.



**4 Ownership of Assets**

Despite any rule of law or equity to the contrary or that the Assets may be annexed or affixed to the servient land, the Assets will at all times remain the property of the Grantee (or any person to whom the Grantee sells or otherwise disposes of the Assets) and may be left on or within the servient land whether in use or not.

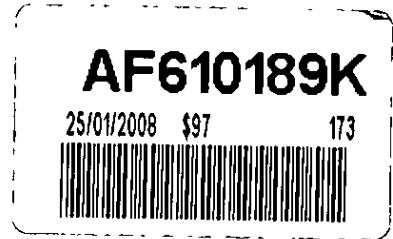
**5 No limitation**

Nothing in this document restricts or limits the rights and obligations of the Grantee under the Water Industry Act 1994 or any licence under that Act or any rights or obligations of the Grantee under any other legislation for the time being relating to the distribution, sale or supply of water, sewerage or similar services or any licence under any other such legislation.

**6 Definitions and Interpretation**

In this document, unless the context requires otherwise:

- (a) a gender includes the other genders;
- (b) the singular includes the plural and vice versa;
- (c) the Grantor includes the Grantor's administrators, successors, transferees, assigns, licensees, employees, agents, contractors and sub-contractors;
- (d) the Grantee includes the Grantee's administrators, successors, transferees, assigns, licensees, employees, agents, contractors and sub-contractors, each of whom may exercise the rights granted under this document;
- (e) where any form of the word "include" is used it is to be read as if followed by the words "without limitation";
- (f) "Assets" means any one or more of the following:
  - (i) pipeline works;
  - (ii) channel works;
  - (iii) roads or access tracks;
  - (iv) drainage works;
  - (v) sewers and sewerage works;
  - (vi) sewerage, water supply and drainage facilities; and
  - (vii) all other equipment, installations and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith.



**DATED**

**2007**

**SIGNED FOR TWIN PEAKS SOUTH MORANG  
PTY LTD** in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Usual address

\_\_\_\_\_  
Usual address

**SIGNED, SEALED and DELIVERED** for **YARRA  
VALLEY WATER LIMITED** under power of  
attorney in the presence of:

\_\_\_\_\_  
Signature of attorney

**David Murden**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

**Manager Corporate Services**

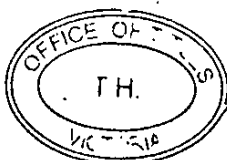
\_\_\_\_\_  
Position

**Lucknow Street Mitcham**

\_\_\_\_\_  
Usual address

**27 July 2005**

\_\_\_\_\_  
Date of power of attorney



**AF774770N**



**Form 18**

**Section 181**

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

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:5240694 **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 11013 Folio 239

Authority: Whittlesea City Council of Municipal Offices, Ferres Boulevard, South Morang, Victoria

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: DAVID TURNBULL

Office held: CHIEF EXECUTIVE OFFICER

Date: 7. 4. 2008

**AF774770N**

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Date **18 / 06 /2007**

**Maddocks**

Lawyers  
140 William Street  
Melbourne-Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

## Agreement under Section 173 of the Planning and Environment Act 1987

Land: **Blue Hills Estate**

**Whittlesea City Council**

and

**Twin Peaks South Morang Pty Ltd**  
ACN 117 056 229

INFORMATION ONLY

Affiliated offices  
Adelaide, Brisbane, Colombo, Dubai,  
Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Sydney, Tianjin

**AF774770N**

11/04/2008 \$97 173



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INFORMATION ONLY

# Agreement under Section 173 of the Planning and Environment Act 1987

DATE 18 / 06 /2007

**AF774770N**



BETWEEN

**WHITTLESEA CITY COUNCIL**  
of Municipal Offices, Ferres Boulevard, South Morang, Victoria

(Council)

AND

**TWIN PEAKS SOUTH MORANG PTY LTD ACN 117 056 229**  
of Suite 1210, 1 Queens Road, Melbourne, Victoria

(Owner)

## RECITALS

- A. Council is the responsible authority the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Schedule 22 of the Development Plan Overlay in the Planning Scheme provides that a permit must not be granted to use or develop land until an agreement under section 173 of Act is executed providing for the transfer of certain land to Council, the payment of the State Infrastructure Levy and the payment of the Council Infrastructure Levy.
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AE959898P in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
  - E.1 to give effect to the requirements of the Planning Scheme; and
  - E.2 to 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.

**Council Infrastructure Levy** means the amount of \$600,000.



**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.

**Open Space Land** means the land delineated by the thick black line in the plan attached to this Agreement and marked Annexure A.

**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.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

**State Infrastructure Levy** means any infrastructure levy imposed by State Government in respect of growth areas.

**Subject Land** means the land situated at Hunters Lane, South Morang being the land more particularly referred to in Certificate of Title Volume 10914 Folio 359 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.

**2. INTERPRETATION**

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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.
- 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.

AF774770N



### 3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner acknowledges agrees that:

#### 3.1 Transfer of the Open Space Land

3.1.1 it will vest the Open Space Land to or in Council free from all and any encumbrances other than easements in favour of any public statutory authority;

3.1.2 the vesting of the Open Space Land is intended to satisfy the public open space contribution that would otherwise be required under clause 52.01 of the Planning Scheme for the subdivision of the balance of the Subject Land; and

3.1.3 the vesting of the Open Space Land to Council must be effected in the first plan of subdivision certified by Council upon registration by the Land Registry;

#### 3.2 State Infrastructure Levy

prior to the issue of a Statement of Compliance in respect of any plan of subdivision of the Subject Land, the Owner must pay the State Infrastructure Levy to the State of Victoria or any other person which the State of Victoria directs the amount be paid to;

#### 3.3 Council Infrastructure Levy

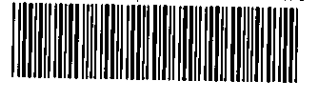
prior to the issue of a Statement of Compliance in respect of any plan of subdivision of the Subject Land, the Owner must pay the Council Infrastructure Levy as adjusted in accordance with this Agreement to Council;

#### 3.4 Interest for late payment

if the amounts referred to in clause 3.2 and 3.3 are not paid by the specified time, the amount payable will accrue interest from the day the Statement of Compliance is issued at the rate prescribe under section 227A of the *Local Government Act* 1989 unit it is paid; and

#### 3.5 Adjustment of the Council Infrastructure Levy

the Council Infrastructure Levy must be adjusted on the first anniversary of the date of this Agreement and then annually until it is paid for rises in the index known as "Output of The General Construction Industry: All Groups, index" published by the Australian Bureau of Statistics or if such index is no longer in publication the index that most closely replaces that index.



**4. ACKNOWLEDGMENT AND OBLIGATIONS OF COUNCIL**

---

Council agrees that:

**4.1 Public Open Space Contribution**

the transfer or vesting of the Open Space Land to or in Council in accordance with the terms of this Agreement by the Owner satisfies the open space contribution required by clause 52.01 of the Planning Scheme for the subdivision of the balance of the Subject Land notwithstanding that the contribution may be made prior to the making of the requirement under clause 52.01 of the Scheme; and

**4.2 Records and use of funds**

4.2.1 it will, in respect of any development contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*; and

4.2.2 it will apply the Council Infrastructure Levy received pursuant to this Agreement for purposes set out in the South Morang Local Structure Plan incorporated into the Planning Scheme for the benefit of the Subject Land.

**5. FURTHER OBLIGATIONS OF THE OWNER**

---

**5.1 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.

**5.2 Further actions**

The Owner further covenants and agrees that:

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

5.2.2 the Owner acknowledges that Council will make 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.



**5.3 Council's Costs to be Paid**

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses, including legal expenses) of an incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

**6. 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 as a Deed pursuant to Section 173 of the Act and specifies conditions pursuant to which the Subject Land may be used or developed for specified purposes.

**7. 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 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.

**8. 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:

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

**9. GENERAL MATTERS**

---

**9.1 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:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 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
- 9.1.3 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.

**9.2 Service of Notice**

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;

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

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

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

**9.4 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.

**9.5 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.

**10. COMMENCEMENT OF AGREEMENT**

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This Agreement commences on the date it is executed by both parties.

**11. ENDING OF AGREEMENT**

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11.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement to the satisfaction of Council as evidenced in writing by a letter from Council to that effect.

11.2 At the time Council issues a Statement of Compliance under the *Subdivision Act* 1988 in respect of any stage of the Subject Land, provided the Owner has fulfilled all of the obligations of this Agreement relating to that stage to the satisfaction of Council, Council will, at the request and expense of the Owner, prepare and execute an application pursuant to section 183(2) of the Act to enable this Agreement to be removed from the Certificate of Title(s) to every lot within that stage of the Subject Land.

**AF774770N**  
11/04/2008 \$97 173  


AF774770N

11/04/2008 \$97 173



SIGNED, SEALED AND DELIVERED as a Deed 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]*

Chief Executive Officer

EXECUTED by TWIN PEAKS SOUTH MORANG PTY LTD ACN 117 056 229 in accordance with section 127 of the Corporations Act 2001 by being signed by the person who is authorised to sign for the company

*[Handwritten signature]*  
JOHN LYNDON GIBSON

Director

Full name

1 QUEENS ROAD MELBOURNE

Usual address

Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee of registered mortgage No. AE959898P consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

SIGNED SEALED and DELIVERED in Victoria for and on behalf of COMMONWEALTH BANK OF AUSTRALIA by its Attorney SIMONA HILL under Power dated 11 December 2000 a certified copy of which is filed in Permanent Order Book No. 277 at Page 016 who certifies that she is A CONVEYANCING OFFICER Victoria of COMMONWEALTH BANK OF AUSTRALIA in the presence of:

*[Handwritten signature]*

*[Handwritten signature]*





\*\*\*\* Delivered by the LANDATA® System, Department of Transport and Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham  
GPO Box 1612  
BRISBANE 4001

Client Reference: 90471015 132485422

NO PROPOSALS. As at the 16th March 2026, 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®.

7 PALISADES BOULEVARD, SOUTH MORANG 3752  
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: 16th March 2026

[Vicroads Certificate] # 79949420 - 79949420141958 '90471015  
132485422'

# Valuation and rates notice

For the period 1 July 2025 to 30 June 2026

Assessment number: 0760975

To receive your rates notice via email, register at [whittlesea.enotices.com.au](http://whittlesea.enotices.com.au) Reference No: 7214882AAJZ

Issue date: 05/09/2025

### Instalment 1

\$780.86

Due By 30/09/2025

\* If full payment of the instalment 1 amount is not received by 30 September 2025, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 \$778.00

Due By 30/11/2025

Instalment 3 \$778.00

Due By 25/02/2026

Instalment 4 \$778.00

Due By 31/05/2026

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum \$3,114.86

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevoucher](http://whittlesea.vic.gov.au/wastevoucher) to download your vouchers or call 9217 2170.

Property Details 7 Palisades Boulevard SOUTH MORANG VIC 3752  
LC7 302 PS B11358X

Owner: Ismailoska, Gulen

Ward: South Morang

Valuation Details

Site Value \$650,000 Capital Improved Value [REDACTED] Net Annual Value \$52,500

Level of value date 01/01/2025 Valuation operative date 01/07/2025

AVPCC 110 Detached Dwelling

State Government Charges

ESVF Fixed charge (Res) 1 x \$20.00  
ESVF Variable Levy (Res) [REDACTED]  
Waste Landfill Levy Res/Rural 1 x 105.85

Council Rates And Charges

Balance Brought Forward \$725.00  
Transactions to date -\$725.00

General rate 52,500 x 0.04728680  
Waste Service Charge (Res/Rural) 1 x 206.80

Total \$3,114.86

[whittlesea.vic.gov.au/wastevoucher](http://whittlesea.vic.gov.au/wastevoucher)

Payments received after 5 Aug 2025 may not be included on this notice

### How to pay

[whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)

VISA

Phone 1300 301 185

VISA

Council Offices  
See the back of this notice for opening hours and locations

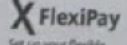
BPAY



Biller Code: 5157  
Ref: 0760975

BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options.

Scan the QR code or visit [whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au)

VISA Bank Account G Pay Apple Pay



Post Billpay



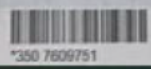
Billpay Code: 0350  
Ref: 7609751

Pay in person at any post office:  
131 914 or [postbillpay.com.au](http://postbillpay.com.au)

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*350 7609751



\*350 7609751

16th March 2026

Arthur J Dines & Co via Dye & Durham Property Pty  
DYEDURHAM

Dear Arthur J Dines &amp; Co via Dye &amp; Durham Property Pty ,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	7 PALISADES BOULEVARD SOUTH MORANG 3752
<b>Applicant</b>	Arthur J Dines & Co via Dye & Durham Property Pty DYEDURHAM
<b>Information Statement</b>	31019396
<b>Conveyancing Account Number</b>	2469580000
<b>Your Reference</b>	007683 Ismailoska

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](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	7 PALISADES BOULEVARD SOUTH MORANG 3752
------------------	---

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.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This Property is a part of a development that is serviced by private water infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connection to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service up and including the development main meter at the parent property boundary. Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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	7 PALISADES BOULEVARD SOUTH MORANG 3752
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

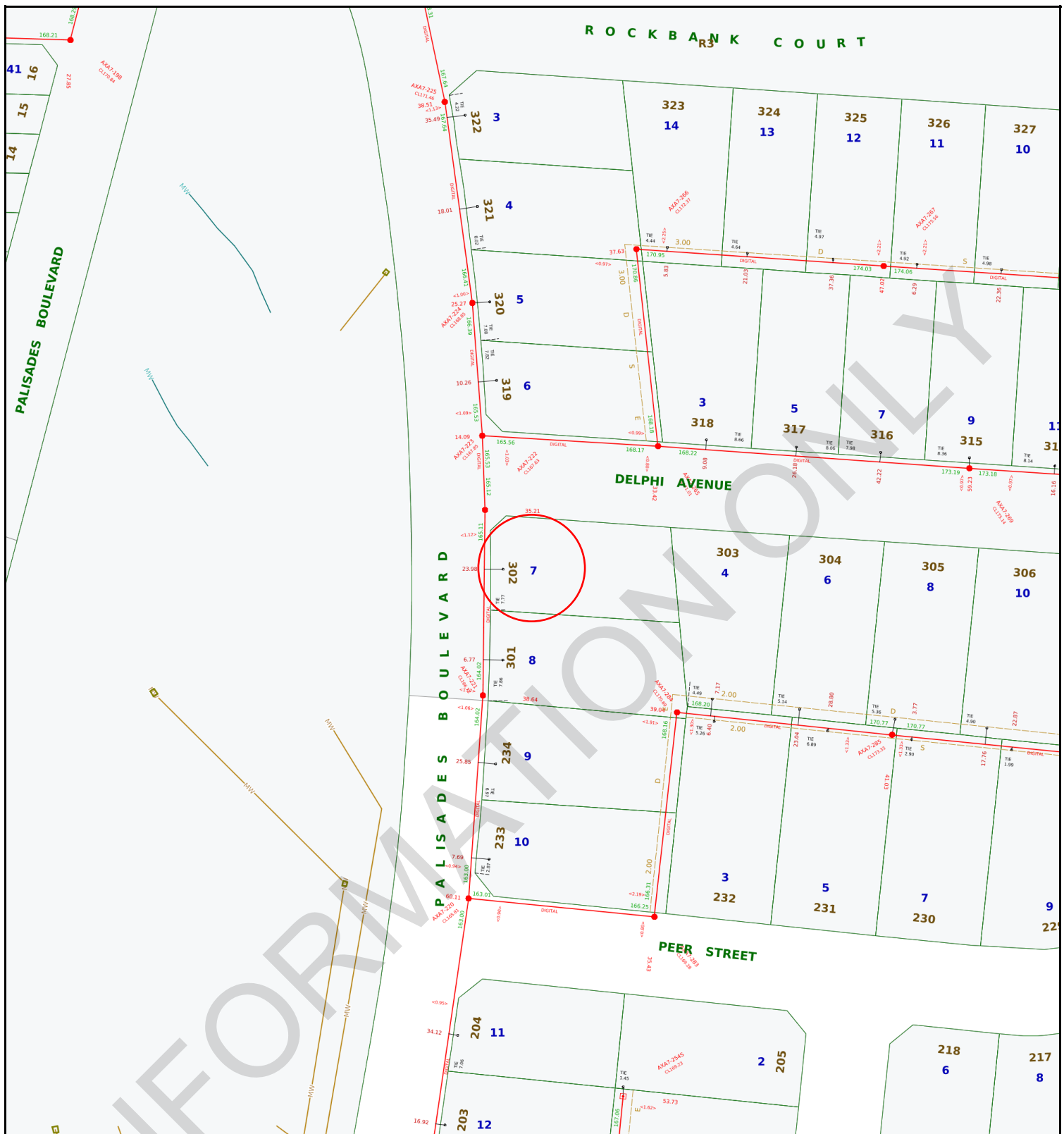
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

The land is affected by a drainage encumbrance however requirements have been set by Melbourne Water that upon execution will render the land no longer affected by the encumbrance. Melbourne Water is or may be awaiting a Certified Survey Plan, "As Constructed" or Engineering Plan verifying that the requirements have been met. For further information contact Melbourne Water on 9679 7517.

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: 31019396**

<b>Address</b>	7 PALISADES BOULEVARD SOUTH MORANG 3752
<b>Date</b>	16/03/2026
<b>Scale</b>	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	
Easement	 Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	 Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch			

**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;

Arthur J Dines & Co via Dye & Durham Property Pty  
DYEDURHAM  
property.certificates@dyledurham.com

## RATES CERTIFICATE

**Account No:** 6434728852  
**Rate Certificate No:** 31019396

**Date of Issue:** 16/03/2026  
**Your Ref:** 007683 Ismailoska

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 PALISADES BVD, SOUTH MORANG VIC 3752	302\PS611358	5009521	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$0.00
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$0.00
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$0.00

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
<b>Balance Brought Forward</b>	\$0.00
<b>Total for This Property</b>	\$0.00



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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 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.

INFORMATION

**Property No:** 5009521

**Address:** 7 PALISADES BVD, SOUTH MORANG VIC 3752

**Water Information Statement Number:** 31019396

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 64347288528

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



## Planning Certificate



### PROPERTY DETAILS

Property Address: 7 PALISADES BOULEVARD SOUTH MORANG VIC 3752  
Title Particulars: Vol 11238 Fol 622  
Vendor: GULTEN ISMAILOSKA  
Purchaser: N/A

Certificate No: 132485104

Date: 16/03/2026  
Matter Ref: 90471015  
Client: BANNIK HOLDINGS PTY LTD



### MUNICIPALITY

WHITTLESEA



### PLANNING SCHEME

WHITTLESEA PLANNING SCHEME



### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

WHITTLESEA CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



### ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



### ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



### APPLICABLE OVERLAYS

Development Plan Overlay - Schedule 22  
Vegetation Protection Overlay - Schedule 1

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

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 **ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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INFORMATION ONLY

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## WHITTLESEA PLANNING SCHEME

### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

---

The Minister for Planning is the responsible authority for considering and determining applications, in accordance with Divisions 1, 1A, 2, and 3 of Part 4 of the Planning and Environment Act 1987 and for approving matters required by the planning scheme to be done to the satisfaction of the responsible authority in relation to land known as the Melbourne Wholesale Market Precinct, Epping and shown on the Planning Scheme maps as being in the Priority Development Zone.

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INFORMATION ONLY

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 **PLANNING ZONES MAP**



**ZONING**

- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- RCZ1 - RURAL CONSERVATION ZONE - SCHEDULE 1

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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# 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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

VENDOR: **GULTEN ISMAILOSKA**

PROPERTY: **7 Palisades Boulevard SOUTH  
MORANG VIC 3752**

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**CONTRACT OF SALE  
INCORPORATING STATEMENT  
PURSUANT TO SECTION  
32 OF THE SALE OF LAND ACT**

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Vendor's Legal Practitioner:

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