

Contract of Sale of Land

Property:

5 Old Kent Road, Whittlesea VIC 3757

Mountain Ranges Conveyancing Pty Ltd
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:LH:2282

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2023

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2023

Print names(s) of person(s) signing: Bruce Leslie Williams

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea
Address: Shop 1, 75 Church Street, Whittlesea VIC 3757
Email: deanzammit@stonerealestate.com.au
Tel: 03 9716 2000 Mob: 0405 140 704 Fax: Ref: Dean Zammit

Vendor

Name: Bruce Leslie Williams
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Mountain Ranges Conveyancing Pty Ltd
Address: Whittlesea VIC 3757
PO Box 346, Whittlesea VIC 3757
Email: kathryn@mountainrangesconveyancing.com.au
Tel: 03 9923 7493 Mob: 0491 286 220 Fax: Ref: 2282

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11086 Folio 465	3	PS 510470S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 5 Old Kent Road, Whittlesea VIC 3757

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fittings and fixtures of a permanent nature, as inspected

Payment

Price \$ _____
Deposit \$ _____ By _____ / _____ / 2023 (of which \$ _____ has been paid)
Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

~~GST (if any) must be paid in addition to the price if the box is checked~~

~~This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked~~

~~This sale is a sale of a 'going concern' if the box is checked~~

~~The margin scheme will be used to calculate GST if the box is checked~~

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

~~Lease~~ (general condition 5.1)

~~At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:~~

~~Terms contract~~ (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof. The Purchaser having been supplied with the Statement required by Section 32(2)(c) of the Sale of Land (Amendment) Act 1982 purchases subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.

4. GST Withholding Notice

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property. By signing this Contract of Sale, the Purchaser hereby accepts this Special Condition as the required notice pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth) and in accordance with General Condition 25.3 of this Contract of Sale.

5. Identity of the Land

The Purchaser hereby acknowledges and agrees that an omission or mistake in the description of the property of any deficiency in the area, description or measurements of the land does not invalidate the sale. The Purchaser may not make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements or require the Vendor to amend Title or pay any costs of amending Title.

6. Solar

If the property includes solar panels, the purchaser acknowledged that:

- i. The Vendor makes no warranties as to the condition of the solar panels; and
- ii. The Vendor makes no warranties as to any savings that may be available to the purchaser as a result of the existence of the solar panels; and
- iii. The purchaser must comply with any relevant regulations imposed currently or in the future by any regulatory authority which may apply to the solar panels and will not call upon the Vendors for any matter relating to the same; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor, against any non-compliance of any regulation by the Vendor from the day of sale.

7. Auction

If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

8. Chattels

The property in any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the purchase price.

9. Guarantee

If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

10. Default

10.1 The Vendor gives notice to the Purchaser that, if the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Purchaser will be required to pay, in addition to interest payable on the balance of the purchase monies under the Contract, the following losses and expenses (Compensation) which the Vendor may incur:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for Settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between solicitor and Vendor on a full indemnity basis;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property; and
- (f) any further costs, damages or loss whatsoever sustained by the Vendor as a result of the Purchaser's failure to complete as aforesaid.

10.2 The Vendor's right to receive payment of the losses and expenses referred to in Special Condition 10.1 shall be in addition to the rights conferred on the Vendor pursuant to General Condition 35.4.

10.3 The purchaser expressly acknowledges and agrees that;

- (a) the Vendor shall not be required to complete Settlement unless an amount equivalent to the Compensation being claimed by the Vendor is tendered by the Purchaser at Settlement; and
- (b) Compensation will continue to accrue until settlement is effected.

11. Variation

Any Variation to this Contract shall not be binding unless it is in writing by or on behalf of both Vendor and Purchaser and, without limiting the foregoing, may be signed electronically, by Counterpart execution or exchange of e-mails or a combination of. In any such Variation, it is warranted, acknowledged, and agreed that each party's Conveyancer has Authority to complete Variations to this Contract for their respective Clients, and any such Variation shall not constitute a new Contract, and where the Cooling Off rights of the Purchaser have expired or do not apply, such Variation does not add; trigger or recommence any Cooling Off rights for the Purchaser.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling

within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the

Sale of Land Act 1962; and

- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

GUARANTEE and INDEMNITY

I/We, of

And , of

being the **Sole Director / Directors** of

of (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 2023

SIGNED by the said)
)
)

 Print Name: Director (Sign)

in the presence of:)
)
)

 Witness:

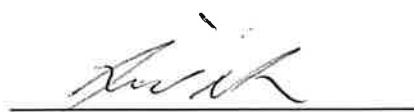
Vendor Statement

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

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

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

Land	5 OLD KENT ROAD, WHITTLESEA VIC 3757
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Vendor's name	Bruce Leslie Williams	Date	18/1/2023
Vendor's signature			

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

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$4,000.00

Authority	Amount
(1) Whittlesea City Council - (2022/2023 financial year)	\$940.00
(2) Yarra Valley Water - (2022/2023 financial year)	\$682.28
(3) Owners Corporation	\$1,450.00

Any further amounts for which the purchaser(s) may become liable as a consequence of the purchase are as set out below:-

- Owners Corporation fees, including fees for any Owners Corporation which was not operative at the Day of Sale but which may become operative after the Day of Sale, and/or any Special Levies struck after the Day of Sale (if applicable);
- Land Tax, if the property has been assessed for Land Tax after this Vendor's Statement has been prepared. The Purchaser will also be responsible for and Land Tax assessed for following years if the property is not exempt as the Purchaser's principal place of residence;
- Annual increases in all rates and outgoings if the Day of Sale falls into the next rating period after this Vendor's Statement was prepared.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction.

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable- Other than those disclosed herein, none to the Vendors' knowledge. The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

Is attached

13. ATTACHMENTS

1. Register Search Statement;
2. Plan PS510470S;
3. Owners Corporation Basic Report;
4. Section 173 Agreement V589841G;
5. Section 173 Agreement AB971847P;
6. Covenant AG735393E;
7. VicPlan Planning Property Report;
8. Yarra Valley Water Information Statement;
9. Whittlesea Shire Council Rates installment notice;
10. Owners Corporation Certificates

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11086 FOLIO 465

Security no : 124107067503H
Produced 22/06/2023 01:21 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 510470S.
PARENT TITLE Volume 11030 Folio 921
Created by instrument PS510470S Stage 3 21/08/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BRUCE LESLIE WILLIAMS of 5 OLD KENT ROAD WHITTLESEA VIC 3757
AH784604H 12/02/2011

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AG735393E 04/09/2009

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
V589841G 17/08/1998

AGREEMENT Section 173 Planning and Environment Act 1987
AB971847P 27/03/2003

DIAGRAM LOCATION

SEE PS510470S 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: 5 OLD KENT ROAD WHITTLESEA VIC 3757

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS510470S

DOCUMENT END

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

VOLUME 11086 FOLIO 465

Security no : 124107067503H
Produced 22/06/2023 01:21 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 510470S.
PARENT TITLE Volume 11030 Folio 921
Created by instrument PS510470S Stage 3 21/08/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BRUCE LESLIE WILLIAMS of 5 OLD KENT ROAD WHITTLESEA VIC 3757
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AB971847P 27/03/2003

DIAGRAM LOCATION

SEE PS510470S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

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

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

Street Address: 5 OLD KENT ROAD WHITTLESEA VIC 3757

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS510470S

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS510470S
Number of Pages (excluding this cover sheet)	6
Document Assembled	22/06/2023 13:23

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Location of Land
 Parish: TOOROURRONG
 Township: _____
 Section: _____
 Crown Allotment: _____
 Crown Portion: 6 (PART)

Title References:
 Vol Fol

Last Plan Reference: PS510458G Lot E
 Postal Address: OAKBANK BOULEVARD
 WHITTLESEA, 3757

AMG Co-ordinates: E 333,300
 (Of approx. centre of plan) N 5,847,400 Zone 55

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

Council Certification and Endorsement
 Council Name: WHITTLESEA CITY COUNCIL Ref: 605464

~~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 - 6/2/2004
~~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 21(a).

~~Council Delegate
 Council seal
 Date / /~~

Re-certified under section 11(7) of the Subdivision Act 1988
 Council Delegate
 Council seal
 Date 9/6/2004

APPLIES TO MASTER PLAN (STAGE 1) ONLY

Notations

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

LOTS 22 TO 72 HAVE BEEN OMITTED FROM THIS PLAN.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS


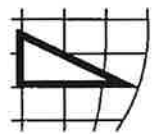
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

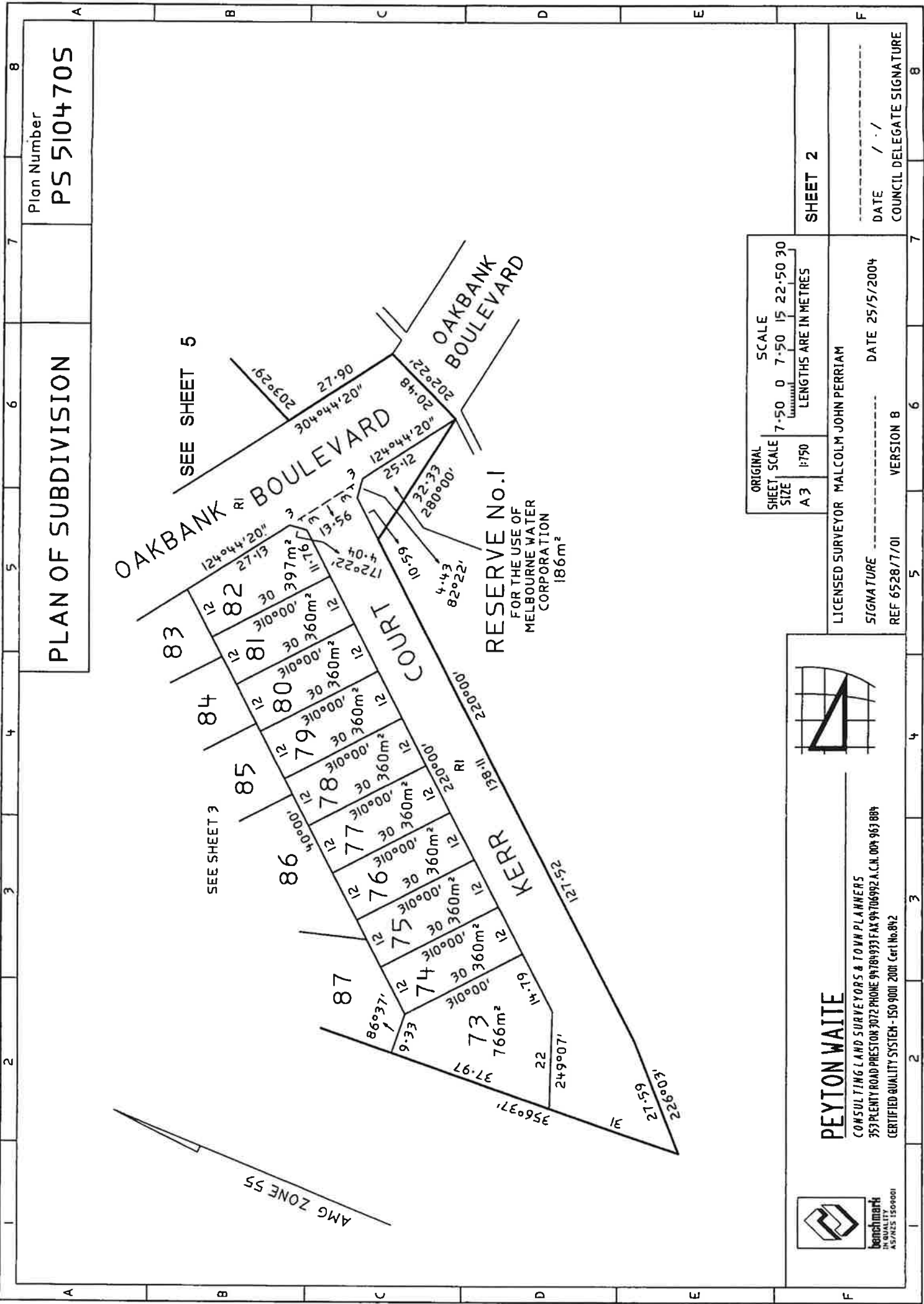
EXTERIOR FACE: ALL BOUNDARIES

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

Easement Information					LR use only Statement of Compliance / Exemption Statement
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					Received <input checked="" type="checkbox"/> Date 5/1 /05
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS 1 TO 21 ON THIS PLAN					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In favour of	
E-1	PARTY WALL	0-12	THIS PLAN	LOT 20 ON THIS PLAN	THIS IS AN LR COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN SHEET 1 OF 5 SHEETS
E-2	PARTY WALL	0-12	THIS PLAN	LOT 21 ON THIS PLAN	
E-3	PARTY WALL	0-12	THIS PLAN	LOT 18 ON THIS PLAN	
E-4	PARTY WALL	0-12	THIS PLAN	LOT 19 ON THIS PLAN	
E-5	PARTY WALL	0-12	THIS PLAN	LOT 8 ON THIS PLAN	
E-6	PARTY WALL	0-12	THIS PLAN	LOT 7 ON THIS PLAN	

LICENSED SURVEYOR MALCOLM JOHN PERRIAM
 REF 6528/7/01 VERSION 8 DATE 25/5/2004 SIGNATURE _____

 benchmark <small>IN QUALITY AS/NZS ISO9001</small>	PEYTON WAITE CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001 2001 Cert No.842		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
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PLAN OF SUBDIVISION

Plan Number
PS 5104705

SEE SHEET 5

SEE SHEET 3



PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS
353 PRENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884
CERTIFIED QUALITY SYSTEM - ISO 9001 2001 Cert No. 812



ORIGINAL	SCALE
SHEET SCALE	7:50 0 7.50 15 22.50 30
SIZE	LENGTHS ARE IN METRES
A3	1:750

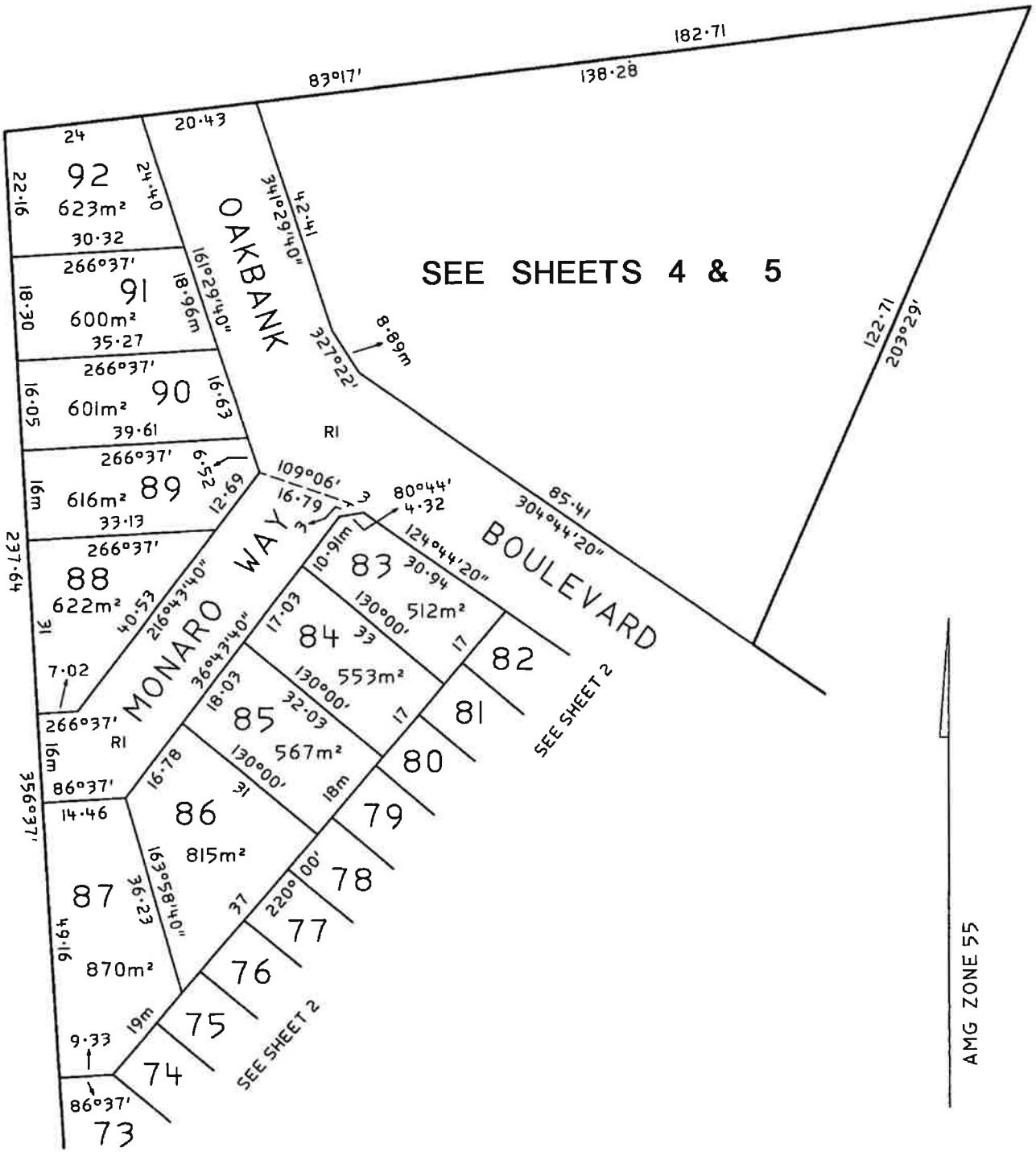
LICENSED SURVEYOR MALCOLM JOHN PERRIAM
SIGNATURE _____ DATE 25/5/2004
VERSION 8 REF 6528/7/01

SHEET 2

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Plan Number
PS 5104705



SEE SHEETS 4 & 5

SEE SHEET 2

SEE SHEET 2

AMG ZONE 55

ORIGINAL SHEET SCALE SIZE A3 1:750

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LENGTHS ARE IN METRES

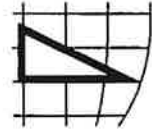
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SIGNATURE _____ DATE 25/5/2004

REF 6528/7/01 VERSION 8



PEYTON WAITE
CONSULTING LAND SURVEYORS & TOWN PLANNERS
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884
CERTIFIED QUALITY SYSTEM - ISO 9001 2001 Cert No.842



SHEET 3

DATE / /

COUNCIL DELEGATE SIGNATURE _____

Plan Number
PS 510470S



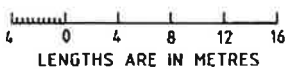
SEE SHEET 5



NEIL A WEBSTER & ASSOCIATES
662 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

Sheet 4

SCALE



ORIGINAL

SCALE SHEET SIZE
1:400 A3

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

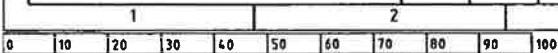
SIGNATURE _____ DATE 7/11/2007

REF. 12021A

VERSION02

DATE / /

COUNCIL DELEGATE SIGNATURE

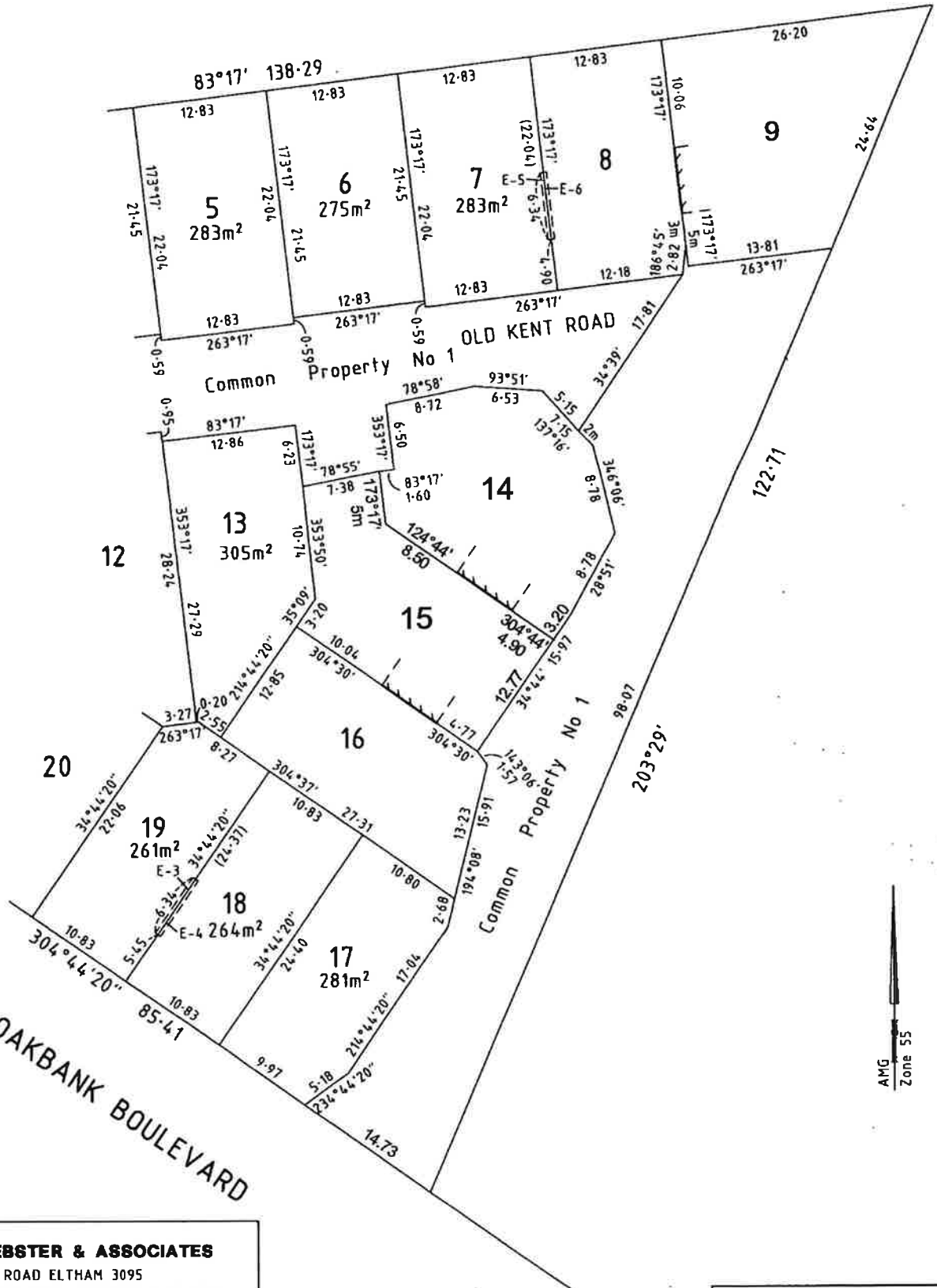


PLAN OF SUBDIVISION

Plan Number

PS 510470S

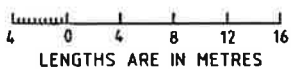
SEE SHEET 4



NEIL A WEBSTER & ASSOCIATES
 662 MAIN ROAD ELTHAM 3095
 PHONE (03) 9439 4222 FAX (03) 9439 5288

Sheet 5

SCALE



ORIGINAL

SCALE SHEET SIZE
 1:400 A3

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

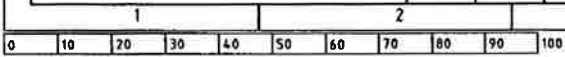
SIGNATURE _____ DATE 7/11/2007

REF. 12021A

VERSION 02

DATE / /

COUNCIL DELEGATE SIGNATURE





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS510470S

The land in PS510470S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 21.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MELBOURNE BODY CORPORATE MANAGEMENT PRESTON 5/555 GILBERT ROAD PRESTON VIC 3072

AL851927A 30/04/2015

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	50	50
Lot 2	50	50
Lot 3	50	50
Lot 4	50	50
Lot 5	50	50
Lot 6	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/06/2023 01:23:21 PM

**OWNERS CORPORATION 1
PLAN NO. PS510470S**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	50	50
Lot 8	50	50
Lot 9	50	50
Lot 10	50	50
Lot 11	50	50
Lot 12	50	50
Lot 13	50	50
Lot 14	50	50
Lot 15	50	50
Lot 16	50	50
Lot 17	50	50
Lot 18	50	50
Lot 19	50	50
Lot 20	50	50
Lot 21	50	50
Total	1050.00	1050.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	V589841G
Number of Pages (excluding this cover sheet)	10
Document Assembled	22/06/2023 13:38

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IMAGED



V589841G
170898 1416 173



**Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
for the making of a recording of an
agreement
Section 181(1) Planning and Environment Act 1987**

Lodged by:

Name: WILLIAMS WINTER & HIGGS
Phone: 9670-8641
Address: 377 Lonsdale St, Melbourne
Ref: KML:KYL
Customer Code: 1750W

The Authority or Council having made an agreement requires a recording to be made in the Register for the land.

Land:

Certificate of Title volume 9234 folio 216 **NOW = 10300-405**

Authority or Council:

City of Whittlesea of Civic Centre, Ferres Boulevard, South Morang 3752 **15-9-98**


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.

Date: 10 / 8 /1998

Signed:


For the City of Whittlesea

Office held: CHIEF EXECUTIVE OFFICER

15-9-98

CITY OF WHITTLESEA

Council

- AND -

TESTON INVESTMENTS PTY LTD (A.C.N. 005 098 662)

-&-

PARABELLUM PTY LTD (A.C.N. 005 057 303)

the Owner

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

SUBJECT LAND: 50 Black Flat Road, Whittlesea

**WILLIAMS WINTER & HIGGS
SOLICITORS
377 LONSDALE STREET
MELBOURNE VIC 3000
TEL: 9670-8641 REF: KML:KYL**

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PLANNING & ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 10th day of August 1998.

B E T W E E N:

CITY OF WHITTLESEA of Civic Centre, Ferres Boulevard,
South Morang in the State of Victoria
("Council")

- and -

TESTON INVESTMENTS PTY LTD (A.C.N. 005 098 662)
&
PARABELLUM PTY LTD (A.C.N. 005 057 303) of 68
Doncaster Road, North Balwyn in the State of Victoria
("the Owner")

INTRODUCTION

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. On 9th April, 1998 Council issued Planning Permit No. 704131 ("the Planning Permit") allowing the Subject Land to be subdivided into 2 lots in accordance with Plan of Subdivision number PS412499N. Condition 2 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in the condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permit; 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 "Plan" means the Plan of Subdivision PS412499N. A copy of the plan is attached to this Agreement and marked with the letter "B".
- 1.4 "lot" means a lot on the Plan.
- 1.5 "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.
- 1.6 "Planning Permit" means the Planning Permit referred to in recital C of this Agreement.
- 1.7 "Planning Scheme" means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.8 "Subject Land" means the land situated at 50 Black Flat Road, Whittlesea being the land referred to in Certificate of Title volume 9234 folio 216 and any reference to the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A 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

3.1 Compliance with other permits

Notwithstanding any rights conferred by the Planning Scheme, except with the consent of Council, the development of the Subject Land must be in accordance with the development authorised by planning permit number 704131 issued by Council and the various conditions included in that planning permit and in particular:

- 3.1.1 The Owner must obtain Council approval for any alterations, additions, demolition or removal of the existing Homestead building on proposed Lot 1, apart from routine repairs and maintenance to the building.
- 3.1.2 The Owner must obtain Council approval for the lopping, pruning, destruction or removal of any trees on proposed Lot 1, identified on the "Plan of Existing Vegetation" forming part of the Residential Precinct 1, Outline Development Plan - part 1.

3.2 The Owner of the land comprised in Lot 2 on the Plan at the time when the land in lot 2 is further developed and sewerred must at that time provide Lot 1 with access to the sewage system. The Owner of Lot 2 shall bear any costs incurred in providing such access and the Owner of Lot 1 shall bear any costs associated with connecting Lot 1 to the sewage system.

4. OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:

4.1 Notice and Registration

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

4.2 Further actions

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

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

5. AGREEMENT UNDER SECTION 173 OF THE ACT

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

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect 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:

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

8. **GENERAL MATTERS**

8.1 **Notices**

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

- 8.1.1. by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending part by hand delivery or prepaid post.

8.2 A notice or other communication is deemed served:

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

8.3 **No Waiver**

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

8.4 **Severability**

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

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

10. ENDING OF AGREEMENT

10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.

10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot the owner of that lot may request Council to end this Agreement in relation to that lot.

10.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

11. BREACH

11.1 If the Owner fails to perform any of their obligations under this Agreement (the "breach"), Council may:

11.1.1 withhold the issuing of a Statement of Compliance for any stage of the subdivision if it has not yet issued;

11.1.2 serve a written notice on the Owner specifying the breach and requiring it to be remedied within 14 days or such longer period as Council may consider appropriate.

11.2 If the breach is not remedied within the required time, Council may:

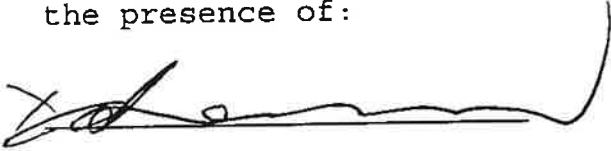
11.2.1 remedy the breach by carrying out any works it deems necessary in order to do so;

11.2.2 send an account to the Owner requiring payment of the costs of carrying out the works under 11.2.1 within 30 days;

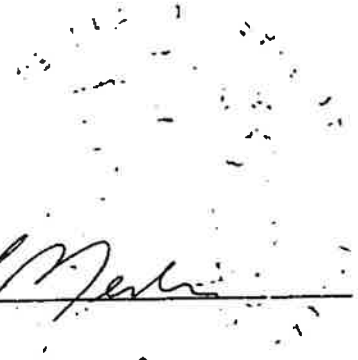
11.2.3 if the Owner fails to pay the account within 30 days, recover the costs of remedying the breach and interest from the date of the account at a rate determined under section 172 of the Local Government Act 1989, from the Owner as a civil debt.

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

THE COMMON SEAL of the
CITY OF WHITTLESEA
was hereunto affixed in
the presence of:



CHIEF EXECUTIVE OFFICER
PRINT OFFICE HELD



COUNCILLOR
PRINT OFFICE HELD

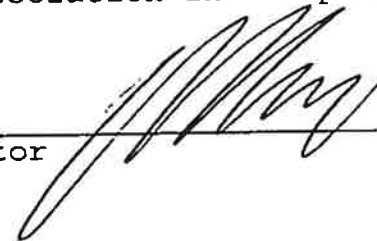
THE COMMON SEAL of
TESTON INVESTMENTS PTY LTD
A.C.N. 005 098 662 was hereunto
affixed in accordance with its
Articles of Association in the
presence of:

X Don Martin
Director



X 
Director/Secretary

THE COMMON SEAL of
PARABELLUM PTY LTD A.C.N. 005
057 303 was hereunto affixed
in accordance with its Articles
of Association in the presence
of:

Y 
Director



X Margene Martin
Director/Secretary



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AB971847P
27/03/2003 \$59 173




**Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
for the making of a recording of an
agreement
Section 181(1) Planning and Environment Act 1987**

Lodged by:

Name: Williams, Winter & Higgs
Phone: 8601 8888
Address: 377 Lonsdale Street, Melbourne
Ref: KML:JET
Customer Code: 1750W

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10651 Folio 119

Authority or council: City of Whittlesea of Civic Centre, Ferres Boulevard,
South Morang

Section and Act under which agreement made: Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this application

Date: 13 - 3 - 03

Signed:



For the City of Whittlesea



T. mas
27 MAR 2003

CITY OF WHITTLESEA

Council

- AND -

TESTON INVESTMENTS PTY LTD (A.C.N. 005 098 662)

&

PARABELLUM PTY LTD (A.C.N. 005 057 303)

the Owner



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

*SUBJECT LAND: 58 Black Flat Road, Whittlesea
being Lot D on Plan of Subdivision No. 447363T*

AB971847P



**WILLIAMS WINTER & HIGGS
SOLICITORS
377 LONSDALE STREET
MELBOURNE 3000
TELEPHONE: 8601 8888
REFERENCE: KML:JET**

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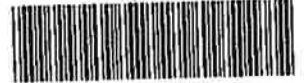
PLANNING & ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

AB971847P

27/03/2003 \$59

173



THIS AGREEMENT is made the _____ day of _____ 2003.

B E T W E E N:

CITY OF WHITTLESEA of Civic Centre, Ferres Boulevard, South Morang
in the State of Victoria

("Council")

- and -

TESTON INVESTMENTS PTY. LTD. (A.C.N. 005 098 662) of 68
Doncaster Road, North Balwyn in the State of Victoria

&

PARABELLUM PTY. LTD. (A.C.N. 005 057 303) of 7 Marshall Avenue,
Kew in the State of Victoria

("the Owner")

INTRODUCTION

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. On 18th October, 2002 Council issued Planning Permit No. 706717 ("the Planning Permit") allowing the Subject Land to be subdivided into multi lots in accordance with Plan of Subdivision number PS510458G. Condition 3 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in the condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permit; 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.
- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. W492700U in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.



DAB971847P-4-0

AB971847P



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 **"Plan"** means the Plan of Subdivision PS510458G. A copy of the plan is attached to this Agreement and marked with the letter "B".
- 1.4 **"lot"** means a lot on the Plan.
- 1.5 **"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.
- 1.6 **"Planning Permit"** means the Planning Permit referred to in recital C of this Agreement.
- 1.7 **"Planning Scheme"** means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.8 **"Subject Land"** means the land situated at 58 Black Flat Road, Whittlesea being the land referred to in Certificate of Title Volume 10651 Folio 119 and any reference to that Land or any part of it.
- 1.9 **"Building"** has the same meaning as in the Act and includes dwellings, swimming pools, tennis courts and out-buildings.
- 1.10 **"Building Envelope"** means the area delineated and identified on the Plan as a building envelope or the like.
- 1.11 **"Party or Parties"** means the Owner and Council under this Agreement as appropriate.

2. **INTERPRETATION**

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.



- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A 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**

3.1 **Compliance with other permits**

The Owner agrees and acknowledges that the Owner must not build, construct or erect or cause or permit to be built, constructed or erected any Building on any lot outside of a Building Envelope, except with the written consent of the Council.

4. **OBLIGATIONS OF THE OWNER**

The Owner covenants and agrees that:

4.1 **Notice and Registration**

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

4.2 **Further actions**

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

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further



agreement, acknowledgement or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

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

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

6. **OWNER'S WARRANTIES**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. **SUCCESSORS IN TITLE**

Without limiting the operation or effect 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:

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

8. **GENERAL MATTERS**

8.1 **Notices**



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

- 8.1.1. by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 A notice or other communication is deemed served:

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





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

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

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement 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.

8.4 Severability

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

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

Commonwealth Bank of Australia as Mortgagee of registered mortgage No. W492700U 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
GLENN VINCENT CARUANA
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
SUPERVISOR EXECUTIONS AND REGISTRATIONS
Victoria of COMMONWEALTH BANK OF AUSTRALIA
in the presence of:

AB971847F



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

THE COMMON SEAL of the)
CITY OF WHITTLESEA)
was hereunto affixed in the)
presence of :



Print Office held



Print Office held

THE COMMON SEAL of)
TESTON INVESTMENTS PTY LTD)
A.C.N. 005 098 662 was affixed in the)
presence of the authorised person:)

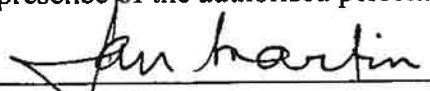

Sole Director and Sole Company Secretary

DONALD ALAN MARTIN
Full Name

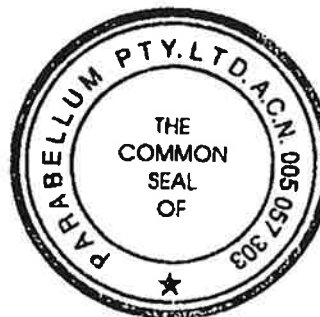


68 DONCASTER RD NTH BALWYN 310
Usual Address

THE COMMON SEAL of)
PARABELLUM PTY LTD)
A.C.N. 005 057 303 was affixed in the)
presence of the authorised person:)


Sole Director and Sole Company Secretary

IAN OSLAND MARTIN
Full Name



7 MARSHALL AVE, KEW. 3101.
Usual Address

AB971847P

27/03/2003 \$59 173



DAB971847P-9-1

"A"

PERMIT NUMBER: 706717 (AMENDED)



City of Whittlesea

AB971847P

27/03/2003 \$59 173



PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

58 BLACK FLAT ROAD, WHITTLESEA
LOT: B PS: 422085L



DB971847P-10-8

THE PERMIT ALLOWS:

MULTI LOT RESIDENTIAL SUBDIVISION IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the plans of subdivision can be certified, three copies of amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and be generally in accordance with the plans submitted (with the application or some other specified plans) but modified to show:
 - (a) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements.
 - (b) A redesign of Lots 31-40 and 73 so that they comprise a maximum of 10 lots.
 - (c) Deletion of Lot 96.
 - (d) A redesign of Lots 89-92 to increase the size of Lot 89.
 - (e) Lots 98 and 122 combined to show one lot nominated as a medium density housing site with access to Oakbank Boulevard and the court.
2. (a) Prior to the issue of a Statement of Compliance for the subdivision, for all lots between 300m² - 450m² in area, three copies of a Building Envelope Plan must be submitted to, and approved by, the Responsible Authority. The plan shall accord

Date issued: 18/10/2002
Date Amended: 9/1/2003
Date Amended: 14/2/2003

Signature for the
Responsible Authority:

A handwritten signature in black ink, appearing to read 'Roger ...'.

706717

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?



DAB971847P-11-1

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the land expires if -
 - * the development or any stage of it does not start within the time specified in the permit, or
 - * the development requires the certification of a Plan of Subdivision or consolidation under the *Subdivision Act 1998* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - * the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or consolidation under the *Subdivision Act 1998*.
2. A permit for the use of the land expires if -
 - * the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - * the use is discontinued for a period of two years.
3. A permit for the development and use of the land expires if -
 - * the development or any stage of it does not start within the time specified in the permit, or
 - * the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - * the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or
 - * the use is discontinued for a period of two years.
4. If a permit for the use of the land or the development and use of the land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a Plan of Subdivision under the *Subdivision Act 1988*, unless the permit contains a different provision -
 - * the use or development of any stage is to be taken to have started when the plan is certified; and
 - * the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- * The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- * An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- * An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- * An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the prescribed fee.
- * An appeal must state the grounds upon which it is based.
- * An appeal must also be served on the Responsible Authority.
- * Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- * The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne, 3000. The telephone number is (03) 9628 9777.

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with the Standard C21 and any other relevant standard under Clause 56 of the Whittlesea Planning Scheme.

- (b) The Building Envelope Plan must include plans and a written statement to address each of the relevant objectives and performance measures of Clause 56 of the Whittlesea Planning Scheme to the satisfaction of the Responsible Authority.
 - (c) The Building Envelope Plan must specify measures to ensure that there are consistent objectives and complementary architectural treatments for agreed groups of lots to the satisfaction of the Responsible Authority.
3. Prior to the issue of a Statement of Compliance, the permit holder must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 to the effect that any dwelling and associated outbuildings and development be contained within the approved building envelope, unless written consent is obtained from the Responsible Authority to build outside the envelope.

The costs for the preparation and execution of the Agreement shall be borne by the permit holder.

4. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
5. Where the subdivision is to be developed in stages, a satisfactory sequential staging plan must be submitted to and approved by the Responsible Authority. The subdivision must proceed in the order of stages as shown on the endorsed plans unless otherwise agreed to by the Responsible Authority.
6. Reticulated water, sewerage and electricity must be available to each lot shown on the endorsed plans before any lot can be used for houses.
7. A detailed functional layout plan(s) for all streets in the subdivision or stage (s) of the subdivision, must be prepared and approved by the Responsible Authority prior to certification of the subdivision plan and endorsement of the construction plans. The functional layout plan(s) must show:
- (a) the street reserve width together with fully dimensioned typical cross sections;
 - (b) location and type of carriageway pavement, parking bays, kerbs, footpaths, cycle paths vehicle entrances and traffic control devices;
 - (c) provision for indented car parking for all townhouse allotments at a ratio of 1 space per allotment , where the carriageway width is less than 6.4 metres;
 - (d) location of all existing trees and proposed street trees;

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Date Amended: 14/2/2003

Signature for the Responsible Authority:

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- (e) details regarding the design and location of street furniture, including lighting, seats, bus stops, telephone boxes, mail boxes etc;
- (f) location of overland drainage flow paths;
- (g) street names and lot numbers.

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8. A landscape plan for the entire subdivision including streets, the drainage reserves and landscape strips must be prepared and submitted to the Responsible Authority prior to the approval of construction plans (engineering plans). The landscape plan must be drawn to scale with dimensions and show:

- (a) the location and type of species of proposed and existing vegetation (based on planting of advanced trees) and other landscaping;
- (b) details of all existing vegetation and proposed treatment to ensure their retention and viability, including the treatment around Trees;
- (c) a schedule of plant species and height at maturity;
- (d) the method for maintenance of landscaping;
- (e) the location and type of all fencing abutting Council reserves;
- (f) the location and type of shared pedestrian/bicycle paths;
- (g) the type, style and height of all fencing abutting the drainage reserves;
- (h) landscaping of the disturbed areas of the drainage reserves, including the planting of trees and regrassing over a minimum depth of 150mm top soil.

**DAB971847F-13-9**

9. Prior to the issue of a Statement of Compliance, roadworks and drainage shall be provided in accordance with construction plans (engineering plans) and specifications to be approved by the Responsible Authority. The plans will not be approved until a functional layout plan has been approved, landscape plan has been submitted and the location of services determined, together with all necessary computations including a Form 13 for any structure, all to the satisfaction of the Responsible Authority. The construction plans submitted must be consistent with the approved functional layout plan and landscape plans and shall include:-

- (a) full construction of streets and full underground drainage, including measures to control/capture pollutants and silt;
- (b) the provision of all services and conduits (underground) including alignments and offsets on a separate plan;
- (c) traffic control measures as approved by the Responsible Authority;

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 Date Amended: 14/2/2003

Signature for the
 Responsible Authority:

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- (d) the erection of street name plates to Council's standard design
- (e) the full construction and paving of footpaths and cycle paths;
- (f) the construction of underground easement drains of sufficient capacity to serve all allotments being created to a legal point of discharge and the provision of an inlet on each such allotment;
- (g) the location and details of fill on the site, which shall be compacted to specification approved by the Responsible Authority;
- (h) indented parking bays outside all allotments on Oakbank Boulevard clear of two (2) 3.4 metre wide through traffic lanes;
- (i) provision of pavements to accommodate Council garbage collection vehicles which are 9.8m in length;
- (j) a complete set of "as constructed plans" following the completion of site works in a hard copy transparency and digital file format in Autocad (2000) or format to the satisfaction of the Responsible Authority;
- (k) permanent survey marks to the satisfaction of the Responsible Authority;
- (l) asset information to be submitted in digital format to the satisfaction of the Responsible Authority;
- (m) the provision and construction of conduits for optic fibre telecommunications services in accordance with Clause 22.13 of the Whittlesea Planning Scheme related to Telecommunications Conduit Policy;
- (n) the location of all crossovers;
- (o) a shared pedestrian/bicycle pathway along the drainage reserves to the satisfaction of the Responsible Authority. This should include details of how the pathway will connect to pathways on adjacent properties to the satisfaction of the Responsible Authority;
- (p) appropriate road connections with the abutting landholding to the west to the satisfaction of the Responsible Authority;
- (q) fencing for all properties abutting Council and Melbourne Water reserves;
- (r) Provision of fencing abutting the paths north and south of Oakbank Boulevard where it crosses the Black Flat Road drainage line;
- (s) The alignment of the wetland maintenance crossover and its connection with the pathway to the satisfaction of the Responsible Authority;

Date issued: 18/10/2002
 Date Amended: 9/1/2003
 Date Amended: 14/2/2003

Signature for the
 Responsible Authority:

706717



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- (t) Post and wire rope fencing along all roads abutting the drainage reserve;
 - (u) Details on batters adjacent to the pathway and road to the satisfaction of the Responsible Authority;
 - (v) Details of the low level crossing of the Black Flat Road drainage line to the satisfaction of the Responsible Authority.
10. Prior to the works commencing a site management plan consistent with the approved functional layout plan is to be submitted to the satisfaction of the Responsible Authority and include:
- (a) appropriate mechanisms for protecting environmental assets including the measure to control/capture pollutants and silt during the construction phase of the subdivision.
 - (b) appropriate documentation for the provision of interim traffic movements and access prior to the completion of works in accordance with VicRoads work site traffic management, relevant VicRoads Field guides and AS 1742.3 – 1996.
11. Bonding of any subdivision works shall only occur with the consent of the Responsible Authority. If the Responsible Authority consents to the bonding of works the permit holder must provide Council with a clear and achievable program for the completion of works. Council shall calculate an appropriate bond amount as security for the provision and maintenance of the works. Any reserves shown on the approved plans must be maintained by the permit holder to the satisfaction of the Responsible Authority, until Council takes over maintenance responsibility for those reserves.
12. The developer must notify the Responsible Authority a minimum of 7 days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.
13. Street tree planting, landscaping and other works shown on the endorsed functional layout plan, construction plan and landscape plan must be completed to the satisfaction of Council prior to the issue of a Statement of Compliance. The timing for completion of these works may only be altered with the written agreement of Council.
14. (a) Prior to commencement of works hereby permitted, there shall be lodged with the Council an amount equivalent to 150 per cent of the cost of works as security deposit for the satisfactory completion and maintenance of street tree planting and landscaping works required.
- (b) Upon completion of the street tree planting and landscaping works the developer must notify the Responsible Authority to undertake an inspection. If the works have been completed satisfactorily, Council will refund up to 80% of the security bond.

Date issued: 18/10/2002
Date Amended: 9/1/2003
Date Amended: 14/2/2003

Signature for the
Responsible Authority:

706717



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- (c) Upon the maintenance of the street tree planting and landscaping works for a period of two full summers from the Issue of a Statement of Compliance the developer must notify the Responsible Authority to undertake an inspection. If the works have been maintained to the satisfaction of the Responsible Authority, Council will refund the balance of the security bond.
- (d) In the event that the street tree planting and landscaping works are not completed or maintained to the satisfaction of the Responsible Authority then Responsible Authority may complete and/or maintain the works and deduct the cost thereof (including supervision) from any security bond lodged pursuant to this permit.
15. Prior to the issue of a Statement of Compliance the areas proposed to be developed for public open space shall be embellished with the following works to the satisfaction of the Responsible Authority:
- (a) Removal of all existing disused structures, foundations, pipelines or stockpiles.
- (b) Provision of sub and top soil, and hydro seeding of proposed public open space areas to provide a stable and appropriately drained
- (c) Provision of bollards.
- (d) Provision of water tapping/s.
16. Before certification of the subdivision, 14 copies of a plan including 2 signed heavyweight plans must be submitted as part of the certification application showing all bearings, distances, street names, lot numbers, and any necessary easements.
17. The proposed subdivision shall be provided with a conduit for the provision of optic fibre telecommunication services. The conduit shall be designed in accordance with Clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme and Planning Guidelines for Conduits for Optic Fibre Services, 2001. The allocation of space within roadways shall be shown on the road and drainage construction plans to the satisfaction of the Responsible Authority.
18. A Development Contribution(s) shall be paid in accordance with the approved *Residential Precinct 1 – Part 2 Outline Development Plan (Black Flat Road)* prior to the issue of the Statement of Compliance for the subdivision or for each stage if the subdivision is to be developed in stages.
19. In lieu of the provision of land for public open space, the developer or permit holder must pay the Council a sum equivalent to 8% of the site value of all the land in the subdivision in accordance with the approved *Residential Precinct 1 – Part 2 Outline Development Plan (Black Flat Road)*. This payment must be made prior to the issue of a Statement of Compliance for each stage.

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Date issued: 18/10/2002
 Date Amended: 9/1/2003
 Date Amended: 14/2/2003

Signature for the
 Responsible Authority:



20. No native vegetation shall be destroyed, felled, lopped, ring barked or uprooted, without the consent of the Responsible Authority.
21. No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.
22. Prior to the issue of the Statement of Compliance, the developer must provide underground cabling for street lights for all streets in the subdivision, to the satisfaction of Council and the relevant electricity retailer.
23. All filling on the site shall be compacted to specifications approved by the Responsible Authority.
24. Except with the prior written approval from the Responsible Authority, no covenant or similar control shall be included on the title to any lot created within the subdivision, if it seeks to prohibit any use provided for in the Whittlesea Planning Scheme or place limits on the size or number of dwellings that may be erected on each lot within the subdivision.
25. Prior to the issue of the Statement of Compliance, the permit holder will be required to pay to Council any costs associated with damage to Blackflat Road caused by construction vehicles associated with the subdivision.

Yarra Valley Water Conditions

26. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
27. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

TXU Networks Pty Ltd Conditions

28. The applicant must enter into an agreement with TXU for supply of electricity to each lot on the endorsed plan.
29. The applicant must enter into an agreement with TXU for the rearrangement of the existing electricity supply system.
30. The applicant must enter into an agreement with TXU for rearrangement of the points of supply to existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by TXU.
31. The applicant must obtain for the use of TXU any other easement required to service the lots.

Date issued: 18/10/2002
Date Amended: 9/1/2003
Date Amended: 14/2/2003

Signature for the
Responsible Authority:

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32. The applicant must adjust the position of any existing TXU easement to accord with the position of the electricity line(s) as determined by survey.
33. The applicant must set aside on the plan of subdivision Reserves for the use of TXU for electric substations.

Country Fire Authority Conditions

34. There must be a hydrant within 120 metres from the outer edge of the building envelope.
35. Fire hydrants must be clearly identified in accordance with the Fire Service Guideline – Identification of Street Hydrants for Fire Fighting Purposes.

Telstra Conditions

36. Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
37. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
38. The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

Melbourne Water Conditions

39. Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
40. Appropriate drainage works are to be constructed as part of the Black Flat Road Drainage Scheme. Such works are to include the construction of the following:
 - Open waterway along Tributary 6071 of Bruce's Creek to include meandering pilot channel, with pools and runs of macrophyte plantings and rock beaching at pipe outlets.
 - Augmentation of existing wetland system along Bruce's Creek and reconstruction of wetland.
41. All allotments to be at least 300mm above the applicable flood levels.
42. During construction measures shall be taken to ensure that no polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or

Date issued: 18/10/2002
Date Amended: 9/1/2003
Date Amended: 14/2/2003

Signature for the
Responsible Authority:

706717



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watercourses. An Environmental Management Plan detailing . . . is to be forwarded to Melbourne Water for approval prior to any construction activities.

43. Any crossing of Tributary 5071 will require the separate approval from Melbourne Water.
44. Separate application direct to Melbourne Water must be made for any new storm water connection to Melbourne Water's drains or watercourses.
45. Appropriate easements and reserve are to be created in favour of Melbourne Water over proposed drainage assets.
46. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
47. Engineering plans of the subdivision are to be forwarded to Melbourne Water for comment prior to construction.
48. A Certified Survey Plan (CSP) showing as constructed levels is to be forwarded to Melbourne Water confirming item 3 above has been met.

Time Limit

In accordance with the Planning and Environment Act 1987 a permit for development which requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 expires if:

- (a) the plan is not certified within two years of the issue of the permit; or
- (b) the development or any stage is not completed within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.

Before the permit expires or within three months afterwards, the owner or the occupier of the land to which it applies may ask the Responsible Authority for an extension of time. The Responsible Authority may extend the time within which the development or any stage of it is to be started or the development or any stage of it is to be completed or within which a plan under the Subdivision Act 1988 is to be certified.

Telstra Note:

Following an application to Telstra for provision of cable reticulation the owner will be advised of the details of easements and/or RCM/RIM sites which will be required by Telstra.)

Melbourne Water Notes:

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Brian Clarke on telephone 9235 2243, quoting Melbourne Water's reference 73552.

Date issued: 18/10/2002
Date Amended: 9/1/2003
Date Amended: 14/2/2003

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**Advice to Council/Applicant**

Council is to enter into a license with Melbourne Water regarding the location and operation of the bicycle path within Melbourne Water's existing and future Drainage Reserves. All Melbourne Water's reasonable costs associated with the preparation of the license are to be borne by the developer.

A portion of the property is subject to flooding from Bruces Creek and Tributary 6071 of Bruces Creek. The design and construction of Tributary 6071 is to cater for the 1 in 100 year storm event. All lots must be kept at least 300mm above the flood level of Bruces Creek and any proposed filling of the land must be discussed with Melbourne Water.

The actual width of the Reserve containing tributary No. 6071 of Bruces Creek is to be determined by a preliminary design agreed to by Melbourne Water. The width of the reserve is to allow for maintenance access satisfactory to Melbourne Water.

The preliminary/detail design of tributary 6071 will need to be discussed with the owner's consultants (Lanstart) for the property directly upstream of Northwood Estate to achieve a satisfactory design.

It is noted that a Cultural Heritage Study has been carried out and a copy forwarded to Melbourne Water as a condition of the previous stage of the estate.

Melbourne Water recommends that 'Best Practice Environmental Management Guidelines for Urban Stormwater' be referred to when preparing a site management plan.

It is recommended that Water Sensitive Urban Design is considered for future stages of the estate.

Amended Permit Note:

This permit was amended on 9 January 2003 as follows:

DAB971847P-20-6

- Condition No. 3 now requires the permit holder to enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 prior to the issue of a Statement of Compliance rather than prior to certification of the subdivision.

Amended Permit Note:

This permit was amended on 14 February 2003 as follows:

- Condition No. 2 (a) now requires the submission of a building envelope plan for all lots between 300m² - 450m² in area prior to the submission of a Statement of Compliance rather than prior to the certification of any stage of the subdivision.

Date issued: 18/10/2002
Date Amended: 9/1/2003
Date Amended: 14/2/2003

**Signature for the
Responsible Authority:**



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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:
Name: **RONALD J TAIT**
Phone: **9471622**
Address: **DX96608 FITZROY**



Privacy Collection Statement

AG735393E

04/09/2009 \$354 45

Ref: **RT Hc 09 12881**
Customer Code: **1639N**

MADE AVAILABLE / CHANGE CONTROL
Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed - together with any easements created by this transfer; - subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and - subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)
Volume 11086 Folio 465

Estate and Interest: (e.g. "all my estate in fee simple")
All its estate and interest in fee simple

Consideration:
\$95,000.00

Transferor: (full name)
KINGLAKE DEVELOPMENTS PTY LTD A.C.N.

Transferee: (full name and address including postcode)
WRIGHTBUILD PTY LTD A.C.N. 112 182 260 of 28 Hobbs Crescent Reservoir 3073

Directing Party: (full name)

Creation and/or Reservation and/or Covenant :
SEE ATTACHED

Approval No: 2367089A.

ORDER TO REGISTER
Please register and issue title to

Continued on T2 Page 2

STAMP DUTY USE ONLY

T2



Signed

Cust. Code:

Espreon Property Services Pty Ltd	
DRS	AP 445
Vic Duty	\$2,030.00
Consideration	\$95,000.00
Trans No.	16875/2009
Endorse Date	17/08/2009
Section	Original
KYLE Signature	

*Law Perfect Pty Ltd

ANNEXURE PAGE

Transfer of Land Act 1958

AG735393E

04/09/2009 \$354 45



This is page 2 of T2 dated 31/7/09 between KINGLAKE DEVELOPMENTS PTY LTD and WRIGHTBUILD PTY LTD

Signature of the parties

X *Mark Wright* *John Kennedy*
Sign here

Panel Heading

The said transferee for themselves and their successors in title registered proprietors for the time being of the said land hereby transferred and every part thereof with the intent that the benefit of this covenant shall be attached to and run at law and in equity with all of the lots contained in Plan of Subdivision No. 510470S other than the land hereby transferred and that the burden of this covenant shall be attached to and run at law and in equity with the land hereby transferred HEREBY COVENANTS and as a separate covenant with the said Transferor and its successors in Title and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 510470S and every part thereof other than the said land hereby transferred, that:

- a) They shall not at any time hereafter construct, erect or build or cause or suffer to be constructed, erected or built on the said land hereby transferred or any part thereof more than one single dwelling house (with usual outbuildings).
- b) They shall not construct, erect or build or cause or suffer to be constructed, erected or built on the said land or any part thereof any external walls (excluding windows) of any dwelling other than of brick, brick veneer, rendered brick or stone or like material or fibro cement sheeting;
- c) They shall not construct, erect or build or cause or suffer to be constructed, erected or built on the said land or any part thereof any roof of any dwelling house other than of cement tiles, terracotta tiles, slate or other like material or other colour bonded material;
- d) Any two storey building shall not have exposed plumbing on the external walls of the first floor level;
- e) They shall not at any time place, erect, construct or build or cause or suffer to be placed, erected, constructed or built or allow to remain on the said land or any part thereof any transportable, prefabricated or moveable dwelling house moved in whole or in part from another site or place of construction;
- f) They shall not construct, erect or cause or suffer to be constructed, erected or built on any boundary of the said land (other than the front boundary or either side boundary within 10 metres of the front boundary) any fence other than a fence of 1.8 metres in height made from steel panel type construction with an oven baked exterior finish such as colour bond of a colour beige or cream or brick, rendered brick, stone, or tile construction;
- g) They shall not use or permit or suffer to be used the said land or any part thereof for any purpose other than residential purposes and they shall not store any materials or goods including but not limited to, trucks, semi trailers or truck trailers of any type other than goods or materials or motor vehicles commonly stored at or on residential premises;
- h) They shall landscape and maintain all gardens, lawns and garden beds on the said land to a good standard having regard to the amenity of the area being all lots on the said Plan of Subdivision.

Approval No. 236089A

A1



1. If there is insufficient space to accommodate the required information in a panel of the Approved Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

ANNEXURE PAGE

Transfer of Land Act 1958

AG735393E

04/09/2009 \$354

45



This is page 3 of T2 dated
WRIGHTBUILD PTY LTD

3/7/09

between KINGLAKE DEVELOPMENTS PTY LTD and

Signature of the parties

John Kennedy
Peter Maenkamp
Signature here

Panel Heading

AND IT IS HEREBY AGREED AS FOLLOWS:-

That the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision other than the land hereby transferred and that the burden thereof shall be annexed to and run at law and in equity to the said land hereby transferred and that the same shall be noted and appear on every future Certificate of Title to the said land and every party thereof an as encumbrance affecting the said land and every part thereof.

DATED 31 July 2009.

EXECUTED by KINGLAKE DEVELOPMENT PTY LTD by being signed by the persons who is authorised to sign for the Company)

John Kennedy
Peter Maenkamp
Director and Company Secretary

DIRECTOR:

SECRETARY:

Full Name JOHN PETER KENNEDY & PETER GEORGE MAENKAMP

Usual Address 1 REGENCY PARAD MIWURA & 58 LAUREL STREET, WHITTLESEA.

EXECUTED by WRIGHTBUILD PTY LTD by being signed by the person who is authorised to sign for the Company)

Mathew Wright
Sole Director and Sole Company Secretary

Full Name MATHEW WRIGHT

Usual Address 28 MORRIS CRES RESERVOIR

Approval No. 236089A

A1



1. If there is insufficient space to accommodate the required information in a panel of the Approved Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.
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From www.planning.vic.gov.au at 06 July 2023 06:22 PM

PROPERTY DETAILS

Address: **5 OLD KENT ROAD WHITTLESEA 3757**
 Lot and Plan Number: **Lot 3 PS510470**
 Standard Parcel Identifier (SPI): **3\PS510470**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **669309**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 246 F6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

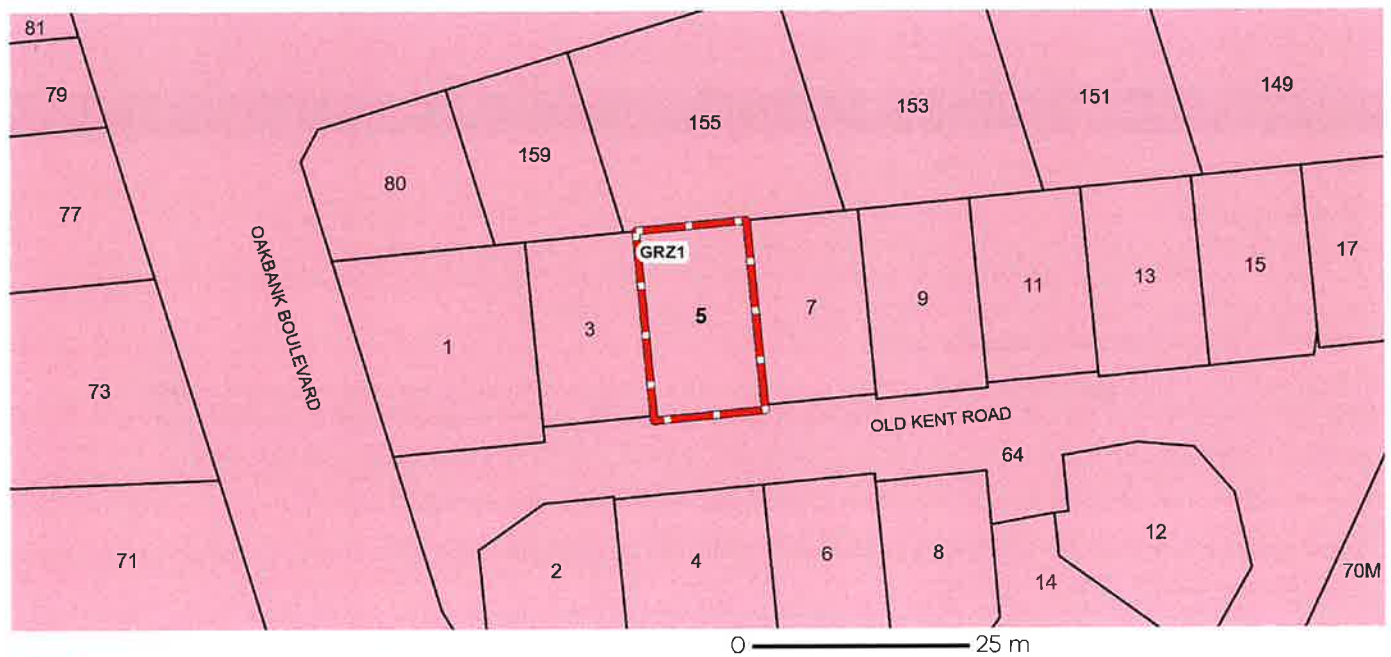
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



 DPO - Development Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 28 June 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

22nd June 2023

Mountain Ranges Conveyancing C/- Triconvey2 (Resel
LANDATA

Dear Mountain Ranges Conveyancing C/- Triconvey2 (Resel,

RE: Application for Water Information Statement

Property Address:	5 OLD KENT ROAD WHITTLESEA 3757
Applicant	Mountain Ranges Conveyancing C/- Triconvey2 (Resel LANDATA
Information Statement	30775476
Conveyancing Account Number	7959580000
Your Reference	414017

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



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Yarra Valley Water Property Information Statement

Property Address	5 OLD KENT ROAD WHITTLESEA 3757
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



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yvw.com.au

Melbourne Water Encumbrance

Property Address	5 OLD KENT ROAD WHITTLESEA 3757
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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

















**Yarra Valley Water
Information Statement
Number: 30775476**

Address	5 OLD KENT ROAD WHITTLESEA 3757
Date	22/06/2023
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title		Access Point Number		GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole			MW Drainage Underground Centreline	
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;



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yvw.com.au

Mountain Ranges Conveyancing C/- Triconvey2 (Resel)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8975056179
Rate Certificate No: 30775476

Date of Issue: 22/06/2023
Your Ref: 414017

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
5 OLD KENT RD, WHITTLESEA VIC 3757	3\PS510470	1782143	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	\$19.70	\$0.00
Residential Water Usage Charge Step 1 – 41.360000kL x \$2.44510000 = \$101.13 Step 2 – 6.640000kL x \$3.12530000 = \$20.75 Estimated Average Daily Usage \$1.30	10-02-2023 to 15-05-2023	\$121.88	\$0.00
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	\$112.45	\$0.00
Residential Sewer Usage Charge 48.000000kL x 0.880150 = 42.247191 x 0.900000 = 38.022472 x \$1.15400000 = \$43.88 Estimated Average Daily Usage \$0.47	10-02-2023 to 15-05-2023	\$43.88	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-04-2023 to 30-06-2023	\$15.02	\$0.00

Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

Balance Brought Forward \$0.00

Total for This Property \$0.00

Total Due \$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



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yvw.com.au

Property No: 1782143

Address: 5 OLD KENT RD, WHITTLESEA VIC 3757

Water Information Statement Number: 30775476

HOW TO PAY



Bill Code: 314567
Ref: 89750561791

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



City of Whittlesea

Locked Bag 1, Bundoora 3083
ABN 72 431 091 058

Instalment Notice

For the period 1 July 2022 to 30 June 2023

☎ NRS 133 677 (ask for (03) 9217 2170)

☎ Phone (03) 9217 2171

Email info@whittlesea.vic.gov.au



Mr B L Williams
5 Old Kent Road
WHITTLESEA VIC 3757



025
1010290
R2_1879

Issue Date 27/04/2023

Assessment Number

0669309

	For emailed notices register at whittlesea.enotices.com.au Reference No: 16283623BH
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Property Details

5 Old Kent Road WHITTLESEA VIC 3757

LOT 3 PS 510470S

AVPCC 120.2 Single Strata Unit

Valuation Details

These annual valuations are prepared by the State Government for rating and taxation purposes.

Site Value \$165,000

Capital Improved Value \$420,000

Net Annual Value \$21,000

Valuation operative date 01/07/2022

Level of value date 01/01/2022

Instalments

Amount payable by
31/05/2023

\$235.00

Rates and Charges

Overdue amount	\$0.00
4th instalment	\$235.00
Total payable by 31/05/2023	\$235.00

Payments received after 28 April 2023 may not be included on this notice

The 4th instalment amount will be deducted from your bank account on 31/05/2023. Please ensure there are sufficient funds to avoid a dishonoured payment processing fee of \$35.45



Scan here to pay



Where to pay



www.whittlesea.vic.gov.au



Billers Code: 5157

Ref: 0669309

BPAY this payment via internet or phone banking.

BPAY View - View and pay this bill using internet banking

BPAY View Registration No.: 0669309



Billpay Code: 0350

Ref: 6693093

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au
Scan & pay this Invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



Phone 1300 301 185



Council Offices

Cash, Cheque or EFTPOS
Hours - 8.30am to 5.00 pm Mon. to Fri.
(except public holidays).



*350 6693093



PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

RATE CAPPING

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

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

INTEREST ON LATE PAYMENTS

Rates and charges not paid on or before the relevant due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

FINANCIAL HARDSHIP

If you are experiencing difficulties paying your rates because of financial hardship, you can submit an enquiry form for consideration under our Financial Hardship Policy. View the eligibility criteria and policy at whittlesea.vic.gov.au or you call us on 9217 2170.

FARM LAND AND SINGLE FARMING ENTERPRISE

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au.

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

ARRANGEMENTS

If you are having difficulty making your instalment payment, you can apply for a payment arrangement. Please email your request to arrangements@whittlesea.vic.gov.au and include the assessment number, the payment amount, payment frequency and the start date.

ALLOCATION OF PAYMENTS

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

CHANGE OF NAME/ADDRESS

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

PRIVACY STATEMENT

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

DATE RATES DECLARED

27 June 2022

COUNCIL OFFICES AND CONTACT INFORMATION

Civic Centre Office - 25 Ferres Boulevard, South Morang VIC 3752

Locked Bag 1
BUNDOORA MDC VIC 3083

info@whittlesea.vic.gov.au
Phone (03) 9217 2170
National Relay Service: 133 677 (ask for 9217 2170)

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 6th July 2023

1. OWNERS CORPORATION DETAILS

Plan Number: 510470
Address of Plan: 64 Oakbank Boulevard Whittlesea Victoria 3757
Lot Number this statement relates to: 3
Unit Number this statement relates to: 5 Old Kent Road

2. CERTIFICATE DETAILS

Vendor: MR B WILLIAMS
Person requesting Certificate: InfoTrack on behalf of Mountain Ranges Conveyancing
Reference: (Ref: 2282)

3. CURRENT ANNUAL LEVY FEES FOR LOT 3

Administrative Fund

The annual administrative levy fees for Lot 3 are **1,450.00 per annum** commencing on 1 April 2023. Levies for this plan are raised over **2 periods**.

Period	Amount	Due Date	Status
01/04/23 to 30/09/23	725.00	01/04/23	Paid
01/10/23 to 31/03/24	725.00	01/10/23	Yet to be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 3.

4. CURRENT LEVY POSITION FOR LOT 3

Fund	Balance	Paid To
Administrative	0.00	30 September 2023
Maintenance Fund	0.00	
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 3.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 3 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 6 July 2023:

Account / Fund	Amount
Administrative Fund	3,485.18
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 6 JULY 2023	\$3,485.18

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	VRSC23001998
Expiry Date	12-April-2024
Insurance Company	SCIA - Strata Community Insurance Agencies Pty Ltd
Broker	Whitbread Insurance Brokers
Premium	13,642.60

Cover Type	Amount of Cover
Building Catastrophe	\$1,417,500
Damage (i.e. Building) Policy	\$9,450,000
Loss of Rent	\$1,417,500
Office Bearers Liability Insurance	\$1,000,000
Property, Death and Injury (Public Liability)	\$2,000,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Charlane Pty Ltd t/as Hive Strata
ABN / ACN:	98 569 005 069
Address of Manager:	PO Box 1703 PRESTON SOUTH VIC 3072
Telephone:	03 9908 2011
E-mail Address:	info@hivestrata.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

- **See minutes of recent General Meeting attached.**

SIGNING

Signed by the registered manager in accordance with the Owners Corporations Act 2006.

CKuiper

Registered Manager

Full name: Charlotte Kuiper

Company: Hive Strata

Address: PO Box 1703 PRESTON SOUTH VIC 3072

06/07/2023

Date

Minutes of the Annual General Meeting

Owners Corporation for OC 510470 64 OAKBANK BOULEVARD (Old Kent Road) Plan No 510470

Meeting Date	13 February 2023		
Meeting Location	Whittlesea Bowls, Whittlesea Bowls, 101 Church Street, Whittlesea, VIC, 3757		
Time	06:30 PM	Opened: 06:31 PM	Closed: 07:20 PM
Lots Represented	Lot 1	Ms S M NICOL	Electronic vote
	Lot 2	MR J WYATT	Owner present
	Lot 3	MR B WILLIAMS	Owner present
	Lot 4	Mr R Cory	Proxy present
	Lot 10	Mr S Crocker	Owner present
	Lot 11	MRS R SHERLOCK	Owner present
	Lot 14	MR K & MRS J MASON	Owner present
	Lot 20	MR M & MRS K CAMINITO	Electronic vote
	Lot 21	Mr A Nichele	Owner present
Chairperson	Shane Kuiper (Hive Strata)		
Additional Attendees			
Apologies			
Quorum	As a quorum was not present the meeting proceeded in accordance with s78 of the Owners Corporations Act 2006.		



Minutes of the Annual General Meeting

Owners Corporation for OC 510470 64 OAKBANK BOULEVARD

(Old Kent Road) Plan No 510470

13 Feb 2023

Motion 1

Appointment of Owners Corporation Manager	Ordinary Resolution Submitted by Strata Manager
--	---

The Owners Corporation resolve that Charlane Pty Ltd, trading as Hive Strata, continues as the Manager to the Owners Corporation and agrees to have 2 lot owners sign the Contract of Appointment.

Motion CARRIED.

VOTES	Yes : 8	No: 0	Abs: 1	Inv: 0
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Motion 1 Alternatives

Alternatives for Appointment of Owners Corporation Manager	Motion Alternatives Submitted by Strata Manager
---	---

(Option A) I vote to appoint Charlane Pty Ltd, trading as Hive Strata as manager to the Owners Corporation for a term of 1 year, with the management continuing to be reviewed at each annual general meeting. I note that this will require a new contract of appointment to be signed at, or following, each annual general meeting.

(Option B) I vote to appoint Charlane Pty Ltd, trading as Hive Strata as manager to the Owners Corporation for a term of 3 years, with the contract of appointment circulated with the agenda being amended to a 3 year term, negating the need to have a new contract signed at the next two annual general meetings.

'OPTION A' has been selected with the highest votes.

VOTES	A : 9	B: 0		Inv: 0
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Motion 2

Previous Minutes	Ordinary Resolution Submitted by Strata Manager
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To resolve that the minutes of the previous annual meeting held on 14 Feb 2022, as circulated be adopted as a true record of that meeting.

Motion CARRIED.

VOTES	Yes : 7	No: 0	Abs: 2	Inv: 0
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Motion 3

Manager's Report

Ordinary Resolution

Submitted by Strata Manager

The Owners Corporation resolves to adopt the written report enclosed with the agenda notice.

Motion CARRIED.

VOTES

Yes : 8

No: 0

Abs: 1

Inv: 0

Motion 4

Destruction of Common Seal

Ordinary Resolution

Submitted by Strata Manager

To resolve, by ordinary resolution, that the Owners Corporation determines that the common seal is no longer required and can be destroyed.

In accordance with Owners Corporations Acts 2006; Section 18A Owners Corporation not required to have or use common seal

(1) An owners corporation is not required to have or use a common seal.

Note - Section 10 provides for the execution of documents of an owners corporation by signature.

(2) Section 19 applies only to an owners corporation that has a common seal.

(3) Sections 20, 21 and 22 apply only to an owners corporation that has a common seal and uses the common seal on a document.

(4) An owners corporation that has a common seal under sections 19, 20, 21 and 22 may, by ordinary resolution, determine that the common seal is no longer required and can be destroyed.

Motion CARRIED.

VOTES

Yes : 8

No: 0

Abs: 1

Inv: 0

Motion 5

Election of Committee, Grievance Committee & Delegated Functions

Ordinary Resolution

Submitted by Strata Manager

The Owners Corporation resolves to elect a committee.

1. A committee has all the powers and functions that may be delegated by the Owners Corporation save for those requiring a unanimous resolution or a special resolution or where the Owners Corporation has otherwise determined must be decided by ordinary resolution at a general meeting (Section 101).

2. The members of the Owners Corporation Committee, will also serve as the Grievance Committee.

*In accordance with Sections 105 & 107 of the Owners Corporations Act 2006, a committee **MUST** elect **both** a chairperson and secretary and also submit a committee report to the annual general meeting.*

Motion CARRIED.

VOTES

Yes : 8

No: 0

Abs: 1

Inv: 0



Notes

The committee members elected at the meeting were Mrs Sherlock (Lot 11), Mr Mason (Lot 14) and Mr A Nichele (Lot 21).

Motion 6

Insurance Summary & Renewal

Ordinary Resolution

Submitted by Strata Manager

To resolve that the Owners Corporation adopts the recommendation of the most recent and current insurance valuation at renewal each year. The level of loss of rent/temporary accommodation, legal liability and any other applicable insurance coverage for the coming year be retained at the current level listed below or increased if required by any relevant legislative changes.

Current Insurance Valuation:

Most Recent Valuation Date 16 February 2022
Valuation Amount \$8,720,000.00

Current Insurance Levels:

Insurance Company CHU via WIB
Policy Number HU0040193
Renewal Date 12/04/2023
Current Building Sum Insured \$8,720,000.00
Legal Liability \$20,000,000.00
Loss of Rent/Temp Accommodation \$1,308,000.00
Office Bearers Liability \$1,000,000.00
Catastrophe (Building) \$1,308,000.00

Staff at Hive Strata are authorised representatives of CHU Underwriting Agencies Pty Ltd and Whitbread Insurance Brokers as per Chapter 7 of the Corporations Act. The Owners Corporation must provide clear instruction for the renewal of the insurance to ensure the continuity of cover to comply with the Owners Corporation's legal responsibilities.

Hive Strata only use the resolutions of the Owners Corporation to place coverage in relation to the Owners Corporation insurance policy and will use the broker's recommendation, if applicable, for choice of insurer unless instructed otherwise by the Owners Corporation.

Copies of the CHU, Flex and Whitbread "Financial Services Guide" (FSG) are available from our office. These documents set out the services that an authorised representative can provide to Owners Corporation clients.

Motion CARRIED.

VOTES

Yes : 8

No: 0

Abs: 1

Inv: 0

Motion 7

Special Purpose Financial Reporting

Ordinary Resolution

Submitted by Strata Manager

To resolve that the Owners Corporation is self-determining that it is a not-for-profit entity (NFP) which may produce a Special Purpose Financial Report (SPFR).

Please note that if the Owners Corporation is classified as tier 1-3, then it must comply with the below requirements in accordance with Sections 34 & 35 of the Owners Corporations Act 2006. If the Owners Corporation has not self-determined that it is a NFP entity, then it must prepare a General-Purpose Financial Report (GPFR).

Please note that a GPFR must be prepared by an auditor, which will incur a cost to the Owners Corporation.

Note: Section 35 of the Owners Corporations Act 2006 deals with audit and review.

1. A tier one (more than 100 occupiable lots) Owners Corporation **must** have the financial statements audited.
2. A tier two (51 to 100 occupiable lots) Owners Corporation **must** have the financial statements reviewed by an independent person, and **may** resolve to have the financial statements audited by an independent person.
3. A tier three (10 to 50 occupiable lots) Owners Corporation **may** resolve to have either an audit or a review by an independent person.

Motion CARRIED.

VOTES

Yes : 8

No: 0

Abs: 1

Inv: 0

Motion 8

Financial Report

Ordinary Resolution

Submitted by Strata Manager

To resolve that the Financial Statements as presented for the period ending 31/12/22 be adopted as a true record of transactions of the Owners Corporation.

Motion CARRIED.

VOTES

Yes : 7

No: 0

Abs: 2

Inv: 0

Notes

Although the financial report details accumulated funds to be \$19,541, after making an allowance for the 2023-24 insurance premium due in April, 50% of the insurance premium should already be accumulated. We estimate this figure to be \$6,675, therefore the actual cash at bank is approximately \$12,866 in surplus.



Motion 9

Annual Budget and Owners Corporation Levies

Ordinary Resolution
Submitted by Strata Manager

To resolve that the total budget of \$30,450.00, as presented be accepted, then implemented on 1 April 2023. This sets unit owner's half-yearly contributions at \$725.00.

Levy Contributions are, due on the first day of ~~January~~, April, July & October, with a financial reporting period commencing on 1 January.

Motion CARRIED.

VOTES

Yes : 7

No: 1

Abs: 1

Inv: 0

Motion 10

Arrears Policy / Debt Recovery

Ordinary Resolution
Submitted by Strata Manager

To resolve that Hive Strata is authorised to issue debt recovery letters and/or issue final fee notices on behalf of the Owners Corporation.

To further resolve that Hive Strata are also authorised to engage a solicitor on behalf of the Owners Corporation to issue a Letter of Demand, lodge an application for recovery of arrears at the VCAT should it be deemed necessary. A charge for these services shall be charged to the lot owner in arrears payable on their next scheduled fee notice.

Any overdue fees incur interest charged at the penalty interest rate and fees which are more than 90 days overdue incur a charge of \$55 for a final fee notice. Debts requiring more serious action may be referred to the Owners Corporations solicitor for collection under part 11 of the Owners Corporations Act 2006 at a cost to the unit owner in arrears.

Motion CARRIED.

VOTES

Yes : 7

No: 1

Abs: 1

Inv: 0



Motion 10 Alternatives

Alternatives for Arrears Policy / Debt Recovery

Motion Alternatives Submitted by Strata Manager

(Option A)

Manager's Discretion to choose between VCAT or Magistrates Court

To resolve that at the discretion of the manager a choice can be made between the forum of VCAT and the Magistrates Court of Victoria for both fee recovery and the recovery of other sums owing to the Owners Corporation provided that the particular lot owner has owed for at least 90 days and that irrespective of the length of time the fees or other sums have been owing, the quantum of the fees or other sums owing exceeds a particular amount.

Explanatory notes:

Subject to the Owners Corporations Act 2006, Section 18;

Power to commence legal proceeding

1. Subject to subsection (2), an owners corporation must not commence any legal proceeding unless it is authorised by special resolution to do so.
2. If a matter is within the civil jurisdictional limit of the Magistrates' Court and an owners corporation is authorised to do so by ordinary resolution, the owners corporation may commence any legal proceeding in—
 - (a) the Magistrates' Court; or
 - (b) VCAT or any other tribunal; or
 - (c) a court of another State or a Territory that corresponds to the Magistrates' Court

(Option B)

I am opposed to granting the Manager discretion to choose between VCAT or Magistrates Court for arrears matters (as detailed in option A).

'OPTION B' has been selected with the highest votes.

VOTES

A : 0

B: 9

Inv: 0

Maintenance of Common Property

Gardening Duties

Owners present advised that they are happy with the current gardening contract, Day2Day Maintenance, servicing the property.

Pit Repairs

After some discussion, owners present agreed that the pit repairs should be completed, noting the two quotes obtained to date were \$6,831 and \$6,860. Hive Strata was requested to update the quotes supplied, noting start dates if the quotes are accepted, which shall be referred to the committee for approval.

Building Maintenance

Unit owners are reminded that in accordance with the plan of subdivision, the structure; including the roof area of the building, is defined as private property, therefore, owners are responsible for any building maintenance required.

Other General Business**Common Lighting**

After some discussion, Hive Strata was requested to have an electrician attend the property to provide a quote for installation of a light to improve visibility at the North Western entry to the property, noting that the power will need to be run from the bollard light outside of 2 Old Kent Road.

Once received, the recommended scope and quote shall be referred to the committee for consideration.

Notice to Residents

Owners present raised concerns with the speed of vehicles driving through the property as well as with some residents playing loud music late at night.

Hive Strata was requested to circulate a notice to all residents advising that they must adhere to the 10kph speed limit in the driveway area and also be mindful of their neighbours regarding noise emanating for their property, adhering to EPA guidelines relating to noise.

2024 AGM

Owners present requested that the 2024 General Meeting again be held at the Whittlesea Bowls Club.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers
and lot owners

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE
OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE
RECEIVED IN RELATION TO THE OWNERS CORPORATION
YOU SHOULD SEEK EXPERT ADVICE.

DATED

2023

BRUCE LESLIE WILLIAMS

VENDOR STATEMENT

Property: 5 Old Kent Road, Whittlesea VIC 3757

Mountain Ranges Conveyancing Pty Ltd
Licensed Conveyancer
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
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