

# Contract of Sale of Land

Property: 22 Gallivant Drive, Doreen VIC  
3754



Endorsed by the  
Australian Institute  
of Conveyancers  
(Victorian Division)



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# 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.

## Approval

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

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

# 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 ...../...../2024

**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 ...../...../2024

**Print names(s) of person(s) signing:** Michelle Lurline James

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

## Vendor

Name: Michelle Lurline James  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: SOL CONVEYANCING  
Address: PO\_BOX 51, Briar Hill VIC 3088  
Email: admin@solconveyancing.com.au  
Tel: 0423 390 040 Mob: Fax: Ref: 3842024

## 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 11535 Folio 677	1509	PS 724909

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: 22 Gallivant Drive, Doreen VIC 3754

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

All fixed floor coverings, electric light fittings, window furnishings and all fixtures and fittings of a permanent nature. Including dishwasher, planterbox on deck, roller shutters, water tank, security cameras and monitor, TV & TV bracket, all picture shelves and wall attached book shelves, and video doorbell. Excluding metal garden ant on back fence and clothes washing machine.

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_\_

## Building report

- General condition 21 applies only if the box is checked

## Pest report

- General condition 22 applies only if the box is checked

# Special Conditions

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

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

## 1. Whole Agreement

- 1.1 The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendors 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. Restrictions and Planning

- 2.1 The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by any authority with power under any legislation to control the use of the 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.
- 2.2 The property is sold subject to all easements, covenants, leases/licences, encumbrances, and restrictions as set out herein or attached hereto. The purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

## 3. Buildings Works, Improvements, Goods

- 3.1 The purchaser acknowledges that the goods sold with the land were inspected prior to or on the day of sale and the purchaser agrees to accept deliver of the land and the goods in their present condition and state of repair and with any defects otherwise existing at the day of sale.
- 3.2 The purchaser acknowledges and declares that they have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or their consultants or agents.

The purchaser further acknowledges that improvements on the property may be subject to or require compliance with building regulations and relevant legislation and by laws

- (a) any failure to comply with such regulations, legislation and by laws shall not be deemed to constitute a defect in title
  - (b) the purchaser shall not be entitled to claim any compensation nor require the vendor to comply with any abovementioned laws and/or regulations.
  - (c) the purchaser accepts the property and all improvements thereon "as is".
- 3.3 The vendor and the purchaser agree that the vendor will not be required to procure any building permits, building approvals, final inspections, certificate of occupancy or any other permits approvals or inspection in relation to the land or any improvements and the purchaser shall not make any requisition or claim any compensation from the vendor on that ground.

## 4. Land Identity

- 4.1 The purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend title or to bear all or any part of the cost of doing so.

## **5. Swimming Pools/Spas**

- 5.1 If there is a pool and/or spa on the property, the vendor makes no warranties or representation that the pool and/or spa on the property has been registered with the relevant authority. The purchaser acknowledges and agrees that it shall be responsible for registering the pool and/or spa with the relevant authorities and shall ensure that the pool and/or spa on the property has a compliant safety barrier. The purchaser shall not claim any compensation or make any objection and/or requisition or delay settlement.

## **6. Rescheduling Fee**

- 6.1 The purchaser agrees and acknowledges that should they delay settlement, there is a fee of \$110.00 payable to the Vendors Representative each and every time settlement needs to be re-arranged and re-scheduled.

## **7. Statement of Adjustments**

- 7.1 The purchaser acknowledges and agrees to provide our office with the statement of adjustments no later than five business days prior to settlement. Should statement of adjustments not be provided five business days prior to settlement there is a fee of \$150.00 plus GST payable to the vendors representative for the delay.

## **8. Solar Panels (if applicable)**

- 8.1 The purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:
- (a) Where or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in traffic pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
  - (b) The purchaser agrees that they will negotiate with the current energy supplies or an energy supplier of their choice with respect to any feed-in traffic for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
  - (c) The vendor makes no representations or warranties with respect to the solar panels in relation to the condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

# 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 LIABILITY OF SIGNATORY

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 in the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## 7 IDENTITY OF THE LAND

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

## 8 SERVICES

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

## 9 CONSENTS

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

## 10 TRANSFER & DUTY

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

## 11 RELEASE OF SECURITY INTEREST

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

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

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## Money

### 14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

**15 DEPOSIT BOND**

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3
- 15.4 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.
- 15.5 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 ..... 2024

SIGNED by the said ..... )  
 )  
 Print Name: ..... )  
 ..... )  
 Director (Sign)

in the presence of: ..... )  
 )  
 Witness: ..... )  
 .....

## Vendor/supplier GST withholding notice

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

**To:** Purchasers/Recipient:

**Property address:** 22 Gallivant Drive, Doreen VIC 3754

**Lot no.:** 1509 **Plan of subdivision:** 724909

The Purchasers/Recipient are 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.

**From:** Vendor/Supplier: Michelle James


# 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.

<b>Land</b>	22 GALLIVANT DRIVE, DOREEN VIC 3754
-------------	-------------------------------------

Vendor's name	Michelle Lurline James	Date	9/4/24
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: \$4,500.00

### 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:

Not Applicable

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Are contained in the attached certificate

## 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

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

---

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

Page 1 of 1

VOLUME 11535 FOLIO 677

Security no : 124113852650X  
Produced 02/04/2024 04:44 PM

### LAND DESCRIPTION

Lot 1509 on Plan of Subdivision 724909F.  
PARENT TITLE Volume 11498 Folio 689  
Created by instrument PS724909F 24/11/2014

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MICHELLE LURLINE JAMES of 65 WARRINGAH CRESCENT ELTHAM VIC 3095  
AL610593A 08/01/2015

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL610594X 08/01/2015  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS724909F 24/11/2014

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  
AJ954765T 08/10/2012

AGREEMENT Section 173 Planning and Environment Act 1987  
AL253647R 25/07/2014

### DIAGRAM LOCATION

SEE PS724909F 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: 22 GALLIVANT DRIVE DOREEN VIC 3754

### ADMINISTRATIVE NOTICES

NIL

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

DOCUMENT END



# Imaged Document Cover Sheet

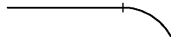

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Number of Pages (excluding this cover sheet)	<b>8</b>
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<b>PLAN OF SUBDIVISION</b>				LV use only <b>EDITION 2</b>	Plan Number <b>PS 724909F</b>
Location of Land <b>Parish:</b> MORANG  <b>Township:</b> - <b>Section:</b> - <b>Crown Allotment:</b> - <b>Crown Portion:</b> 13 (PART) & 20 (PART) <b>Title Reference:</b> VOL 11498 FOL 689  <b>Last Plan Reference:</b> LOT CC ON PS721472L  <b>Postal Address:</b> GALLIVANT DRIVE (at time of subdivision) DOREEN 3754  <b>MGA 94 Co-ordinates</b> E 334 500 <b>Zone: 55</b> (of approx. centre of land in plan) N 5 834 950				<b>Council Name:</b> WHITTLESEA CITY COUNCIL <b>Council Ref:</b>	
				<b>Notations</b>	
<b>Vesting of Roads and/or Reserves</b>				<b>Staging</b> This is/is not a staged subdivision Planning Permit No. <b>712895</b>	
Identifier	Council/Body/Person				
ROAD R1 RESERVE No.1	WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)			<b>Depth Limitation DOES NOT APPLY</b>  LOTS 1 TO 1500, 1511 TO 1513 AND LOTS AA TO CC (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.  LAND SUBDIVIDED (EXCLUDING LOT DD) - 2.575ha.   TANGENT POINTS ARE SHOWN THUS: 	
<b>Survey</b> This plan is/is not based on survey This survey has been connected to permanent marks no(s) <b>39, 40 &amp; 74</b> In Proclaimed Survey Area No. <b>74</b>					
<b>Easement Information</b>					
<b>Legend:</b> E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance                      A - Appurtenant Easement                      R - Encumbering Easement (Road)					
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of	
SEE SHEET 2 FOR EASEMENT DETAILS					
<b>RIVERSTONE © PLENTY RIVER - 15</b> 44 LOTS & BALANCE LOT DD				LICENSED SURVEYOR (PRINT)    ANDREW J. REAY	
<b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992 				SHEET 1 of 6 sheets Original sheet size A3	
				SIGNATURE ..... DIGITALLY SIGNED .....    DATE    /    /  REF 28149153                      22/08/14                      VERSION K  DWG 2814915BK	
				<b>PLAN REGISTERED:</b> TIME: 2:52PM DATE: 24/11/2014 H.YILDIRIM Assistant Registrar of Titles	

**PLAN OF SUBDIVISION**

Plan Number

**PS 724909F****Easement Information****Legend:**

E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance

A – Appurtenant Easement  
R – Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	PS702851K PS702851K	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	PS701490W PS701490W	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER
E-3	DRAINAGE	SEE DIAG.	PS701490W	WHITTLESEA CITY COUNCIL
E-4 E-4	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	PS721472L PS721472L	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-5 E-5	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-6 E-6	POWERLINE CARRIAGEWAY	SEE DIAG. SEE DIAG.	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000 THIS PLAN	AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118) YARRA VALLEY WATER CORPORATION
E-7 E-7 E-7 E-7	POWERLINE DRAINAGE SEWERAGE CARRIAGEWAY	SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG.	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000 THIS PLAN THIS PLAN THIS PLAN	AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118) WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION YARRA VALLEY WATER CORPORATION
E-8	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-9	CARRIAGEWAY	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION

**RIVERSTONE © PLENTY RIVER – 15**

Sheet 2

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Tel 03) 9699 1400 Fax 03) 9699 5992

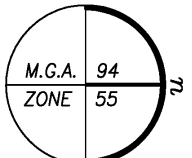


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DWG 2814915BK

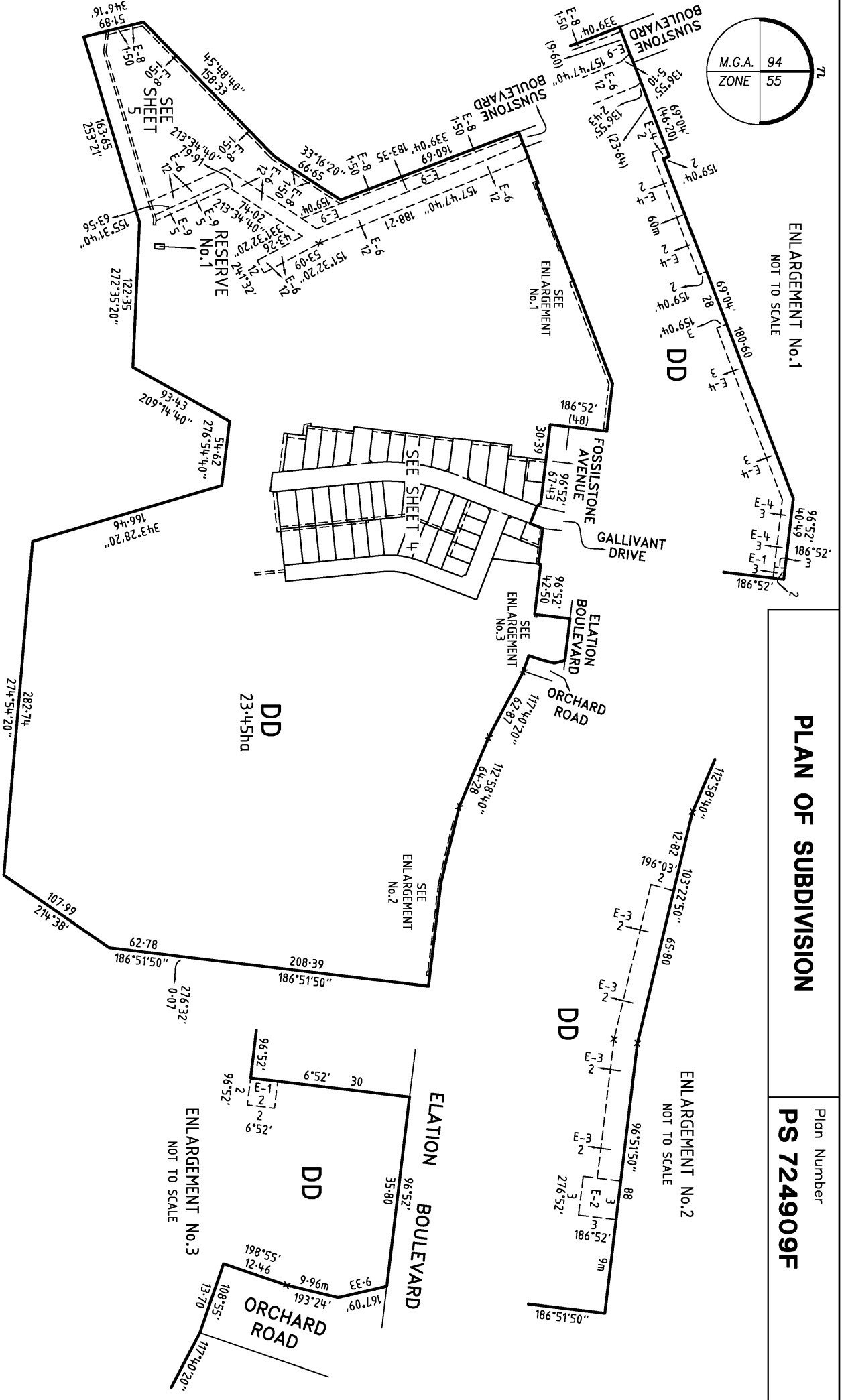
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ENLARGEMENT No.1  
NOT TO SCALE

# PLAN OF SUBDIVISION

Plan Number  
**PS 724909F**



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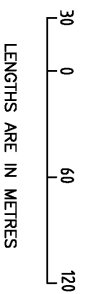
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SCALE



LENGTHS ARE IN METRES

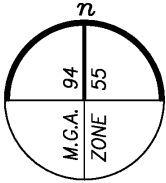
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Sheet 3

# PLAN OF SUBDIVISION

Plan Number  
**PS 724909F**



SEE SHEET 3

SEE SHEET 3

**DIVAGATE AVENUE**

**DRIVE**

**RECOIL DRIVE**

**GALLIVANT DRIVE**

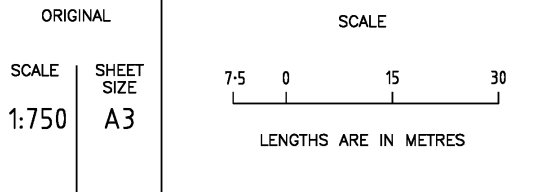
**RECOIL DRIVE**



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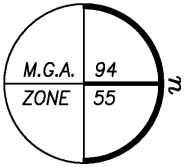
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**DD**  
SEE SHEET 3



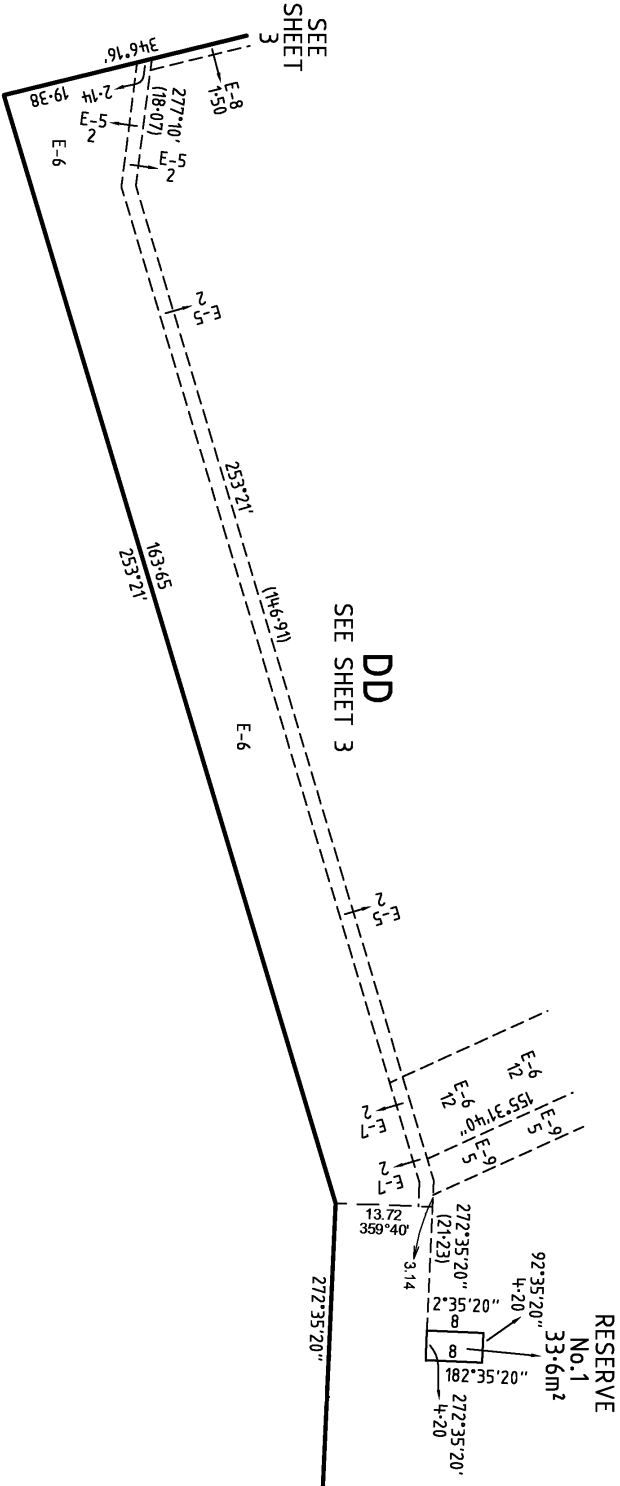
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Sheet 4



**PLAN OF SUBDIVISION**

Plan Number  
**PS 724909F**



**RIVERSTONE @ PLENTY RIVER - 15**

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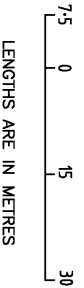


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ANDREW J. REAY

SIGNATURE . . . . .

DATE / /

REF 2814.9153  
DWG 2814.915BK

22/08/14

VERSION K

Sheet 5

# PLAN OF SUBDIVISION

Plan Number  
**PS 724909F**

## CREATION OF RESTRICTION No.1

The following Restriction is to be created upon Registration of this plan:

For the purposes of this Restriction:

- (a) A dwelling means a house.
- (b) A building means any structure except a fence.

Land to benefit: Lots 1501 to 1510 and 1514 to 1547 (all inclusive) on this plan.

Land to be burdened: Lots 1501 to 1510 and 1514 to 1547 (all inclusive) on this plan.

### Description of Restriction

The registered proprietor or proprietors for the time being of the lots to which any of the following restrictions applies shall not:

1. Construct or permit to be constructed more than one dwelling on any burdened lot.
2. Commence construction of a dwelling on any lot on the plan of subdivision without first having the building plans approved by the Riverstone Design Committee as set out in detail in the Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
3. Commence construction/demolition or any extension to a building that has been constructed on any lot on the plan of subdivision without first having the alteration plans approved by the National Asset Pty. Ltd. Design Committee and/or the Responsible Authority.

Note:

- 1) The restrictions specified in paragraphs 1 to 3 (inclusive) shall expire on the 31st December 2018.
- 2) The provisions of the Whittlesea Planning Scheme, the Plenty River Design Guidelines and Rescode apply to all lots on this plan.

## CREATION OF RESTRICTION No.2

The following Restriction is to be created upon Registration of this plan:

TABLE OF LAND BURDENED AND LAND BENEFITTED:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1501	1502, 1503
1502	1501, 1503
1503	1501, 1502, 1504
1504	1503, 1505
1505	1504
1506	1507
1507	1506, 1508
1508	1507, 1509
1509	1508, 1510
1510	1509
1514	1515
1515	1514, 1516
1516	1515, 1517
1517	1516
1518	1519, 1544
1519	1518, 1520, 1543
1520	1519, 1521, 1542
1521	1520, 1522, 1541
1522	1521, 1523, 1540, 1541
1523	1522, 1524, 1539, 1540
1524	1523, 1525, 1538, 1539
1525	1524, 1526, 1538

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1526	1525, 1527, 1537, 1538
1527	1526, 1528, 1536, 1537
1528	1527, 1529, 1535, 1536
1529	1528, 1530, 1531, 1532, 1535
1530	1529, 1531
1531	1529, 1530, 1532
1532	1529, 1531, 1533, 1535
1533	1532, 1534, 1535
1534	1533, 1535
1535	1528, 1529, 1532, 1533, 1534, 1536
1536	1527, 1528, 1535, 1537
1537	1526, 1527, 1536, 1538
1538	1524, 1525, 1526, 1537, 1539
1539	1523, 1524, 1538, 1540
1540	1522, 1523, 1539, 1541
1541	1521, 1522, 1540, 1542
1542	1520, 1541, 1543
1543	1519, 1542, 1544
1544	1518, 1543
1545	1546, 1547
1546	1545, 1547
1547	1545, 1546

### Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the provisions of memorandum of common provisions registered in dealing no. AA2447 which memorandum of common provisions is incorporated into and by this plan.

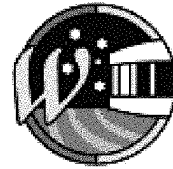
## RIVERSTONE © PLENTY RIVER – 15

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 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) ANDREW J. REAY	Sheet 6
SCALE SHEET SIZE A3	<p>LENGTHS ARE IN METRES</p>	SIGNATURE . . . . . DATE / / REF 28149153 22/08/14 VERSION K DWG 2814915BK	

**Plan of Subdivision PS724909F**  
**Certifying a New Version of an Existing Plan**  
**(Form 11)**



**City of**  
**Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S047168C  
Plan Number: PS724909F  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 608535  
Surveyor's Plan Version: K

**Certification**

- This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 22/05/2014  
Date of previous recertifications under Section 11(7): 03/07/2014

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

- Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Courtney Turner  
Organisation: Whittlesea City Council  
Date: 16/10/2014





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**AJ954765T**



# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

## Form 18

Lodged by:

Name: MADDOCKS  
 Phone: 9288 0555  
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
 Ref: TGM:KZK:5865847  
 Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: Volume 11183 Folio 434, Volume 11357 Folio 929, Volume 11359 Folio 876, Volume 11359 Folio 877

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Date: 19.09.12

Signature for Responsible Authority: *George Sarantis*

Name of officer: GEORGE SARANTIS

Position held: MANAGER STRATEGIC PLANNING & DESIGN



# Maddocks

Date 19/9/2012

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

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



**Subject Land:** Plenty River Estate, Precinct 2B Mernda Strategy Plan Area

**Purpose:** Recognition of credits for land and works in lieu of development contributions

City of Whittlesea  
and

National Asset Pty Ltd ACN 118 296 209

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

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

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DATED 19 / 9 / 2012

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## Parties

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Name	<b>Whittlesea City Council</b>
Address	Ferris Boulevard, South Morang, Victoria
Short name	<b>Council</b>

Name	<b>National Asset Pty Ltd ACN 118 296 209</b>
Address	18 Bowman Street, South Perth, Western Australia
Short name	<b>Owner</b>

## Background

---

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council is also the Collecting Agency under the Development Contributions Plan which applies to the Subject Land.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. The Subject Land is within an area that is being developed for urban purposes.
- E. The Owner has or is scheduled to carry out certain works or provide certain land which is funded by the Development Contributions Plan. The Owner is entitled to be recognised by way of a credit in respect of these works or land that has, or is, to be provided.
- F. Council and the Owner have agreed on the manner in which the Owner will be paid what is and will become owing to the Owner over the course of the remainder of the development of the Subject Land.
- G. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- H. The parties enter into this Agreement to:
  - record their agreement on the manner in which the Owner is to be credited for works or land carried out or provided in accordance with the Development Contributions Plan; and
  - to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.



**THE PARTIES AGREE**

**1. DEFINITIONS**

---

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

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**Development Contributions Plan** means the *Mernda Strategy Plan Development Contributions Plan* as incorporated in the Planning Scheme.

**Instalment Schedule** means the Instalment Schedule annexed to this Agreement and marked with the letter "B" for identification.

**lot** means a lot on the Endorsed Plan.

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

**Subdivision Concept Plans** means the two spatial layout plans annexed to this Agreement and marked with the letter "C" for identification.

**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 the Subject Land and includes any Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

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

**Schedule of Payments and Credits** means the Schedule of Payments and Credits annexed to this Agreement and marked with the letter "A" for identification.

**Subject Land** means the land at 760 & 790 Bridge Inn Road being the whole of the parcel of land described in Certificates of Title Volume 11183 Folio 434, Volume 11357 Folio 929, Volume 11359 Folio 876 and Volume 11359 Folio 877 and any reference to the Subject Land in this Agreement includes any and each lot created by the subdivision of the Subject Land or any part of it.



**2. INTERPRETATION**

---

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If the Owner comprises more than one party, then this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**3. OBLIGATIONS OF THE OWNER**

---

**3.1 Specific obligations**

The Owner covenants and agrees that:

**Agreement to carry out Infrastructure Project**

- 3.1.1 the Schedule of Payments and Credits is an accurate record of:
  - 3.1.1.1 contributions that have been made by the Owner to Council
  - 3.1.1.2 contributions that are due to be made by the Owner to Council
- 3.1.2 Council will satisfy its obligations to make payments to the Owner in respect of the Owner's entitlements under the Development Contribution Plan by making the payments in accordance with the Instalment Schedule; and
- 3.1.3 upon the Council making the payments in accordance with the Instalment Schedule, the Owner releases Council from any liability and

responsibility for any further payments or credits arising from, or referable to the Development Contributions Plan. Without limiting the generality of this provision, this includes all payments in respect of works carried out on behalf of Council, any land transferred to Council in accordance with the Development Contribution Plan and the provision of any land for open space purposes transferred to Council.

**Transfer of Open Space Land to Council**

3.1.4 where the Owner is required to transfer land to Council to satisfy its public open space contribution pursuant to the Planning Scheme, other than with the consent of Council the land to be transferred to or vested in Council must accord with the reserves depicted in the Subdivision Concept Plans.

**4. OBLIGATIONS OF COUNCIL**

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**4.1 Credit and other matters**

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Council agrees that:

- 4.1.1 the Schedule of Payments and Credits is an accurate record of:
  - 4.1.1.1 contributions that have been made by the Owner to Council
  - 4.1.1.2 contributions that are due to be made by the Owner to Council
- 4.1.2 it will pay to the Owner the payments specified in the Instalment Schedule at the time or milestone set out in the Instalment Schedule.
- 4.1.3 if Council fails to make a payment set out in the Instalment Schedule at the time or by the milestone specified in the Instalment Schedule the amount outstanding will accrue interest in the amount prescribed from the day the amount is due at the rate prescribed under section 227A of the *Local Government Act 1989* until it is paid.

**5. AGREED LAND VALUE**

- 5.1 Council and the Owner acknowledge and agree that
  - 5.1.1 the land values established in accordance with the Development Contributions Plan and upon which the Schedules to this Agreement are calculated and prepared replace the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of land; and
  - 5.1.2 upon any payment being made to the Owner in accordance with this Agreement no other compensation or amount is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of any land which the Owner has or may provide to Council in satisfaction of or pursuant to this Agreement.



## **6. ADJUSTMENT, INDEXATION AND RECONCILIATION**

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6.1 Council and the Owner acknowledge and agree that the amounts set out in

6.1.1 the Schedule of Payments and Credits, and

6.1.2 the Instalment Schedule

are to be adjusted annually during the operation of this Agreement immediately following the adjustment or indexation of the Development Contributions Plan in accordance with the adjustment and indexation provisions of the Development Contributions Plan. As soon as reasonably practicable following the adjustment or indexation of the Development Contributions Plan, Council will provide the Owner with a certified copy of the adjusted Schedule of Payments and Credits and the adjusted Instalment Schedule and apart from any arithmetic errors contained in those said schedules, the adjusted schedules will deem to form the relevant schedules for the purpose of this Agreement.

6.2 Council and the Owner acknowledge and agree that prior to the issue of the final statement of compliance under the *Subdivision Act 1988* for the Subject Land Council will undertake a reconciliation of the obligations and payments made by each of the parties, prepare a reconciliation statement and provide the reconciliation statement to the Owner. Council and the Owner must use their best endeavours to resolve any differences in the reconciliation statement. Upon the parties reaching agreement on the reconciliation statement, the parties agree that either one of them as the case may be will make the reconciliation payment to the other party within 60 days of the parties agreeing on the reconciliation statement. If the parties are unable to agree on the reconciliation statement, the reconciliation statement and all relevant information shall be submitted to a person jointly appointed by the parties being a recognised expert in preparation of development contribution plans and the determination of that expert shall be final and binding on the parties. The parties shall share equally the costs of the expert. The expert may conduct his or her assessment in any way he or she things appropriate.

## **7. FURTHER OBLIGATIONS OF THE PARTIES**

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### **7.1 Notice and Registration**

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

### **7.2 Further actions**

The Owner covenants and agrees that:

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

7.2.2 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.

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

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Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed.

**9. OWNER'S WARRANTIES**

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Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from 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.

**10. SUCCESSORS IN TITLE**

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

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

**11. GENERAL MATTERS**

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**11.1 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:

- 11.1.1 by delivering it personally to that party;
- 11.1.2 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
- 11.1.3 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.

**11.2 Service of Notice**

A notice or other communication is deemed served:

- 11.2.1 if delivered, on the next following business day;
- 11.2.2 if posted, on the expiration of 7 business days after the date of posting; or



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

**11.3 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.

**11.4 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.

**11.5 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.

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**12. GST**

12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

**13. COMMENCEMENT OF AGREEMENT**

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

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**14. ENDING OF AGREEMENT**

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- 14.1 This Agreement ends when the Owner has complied with all of its obligations under this Agreement.
- 14.2 If the Owner asks Council to remove the registration of this Agreement as against any part of the Subject Land, Council may consent to that removal provided it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 14.3 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(1) of the Act to cancel the recording of this Agreement on the register.

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:



*[Handwritten Signature]*

Delegate

*Executed by*

~~The Common Seal of National Asset Pty Ltd ACN 118 296 209 was affixed in the presence of authorised persons:~~

*in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company.*

*[Handwritten Signature]*

Director

Director (or Company Secretary)

*DANIEL PHILIP GORDON*

Full name

*Rossmore James Carmichael*

Full name

*13 BELLEVUE TCE, SULLIVANS CREEK*

Usual address

*52 BRANTINGHO, WEMBLEY DOWNS, W.A.*

Usual address

**AJ954765T**



**Mortgagee's Consent**

National Australia Bank Limited as Mortgagee under Instruments of mortgage No's AH905397R and AJ589365U and any other mortgage held by the said Mortgagee affecting the Subject Land 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.

Executed by NATIONAL AUSTRALIA BANK LIMITED by being signed by its Attorney *CHRISTOPHER JAMES GALE* who holds the position of Level 3 Attorney under Power of Attorney No K117403 in the presence of *[Signature]*  
Signature: *[Signature]*  
Name: *KYLIE ALLAN*  
Address: *C/NAB 100 ST GEORGE TCE, PERTH*  
Office Held: *MANAGER*

**Annexure "A"**  
**Schedule of Payments and Credits**

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ANNEXURE "A" SCHEDULE OF PAYMENTS AND CREDITS									
CHARGES	Developable Heretates	Roads	Public Transport	Unencumbered open Space	Community and Indoor Recreation Facilities	Outdoor Active Recreation	Community Development	Off-Road Pedestrian & Cycle trails	TOTAL
Stage 1 (2008 rates)	8.07	\$161,346.13	\$10,434.88	\$419,490.52	\$92,965.44	\$25,998.51	\$0.00	\$7,463.39	\$726,706.86
Stage 2 (2009 rates)	3.845	\$71,106.81	\$4,423.61	\$177,835.92	\$40,401.11	\$15,506.36	\$0.00	\$3,311.04	\$312,584.85
Stage 3 (2010 rates)	3.456	\$66,263.16	\$4,890.57	\$196,608.36	\$38,782.40	\$13,937.58	\$0.00	\$2,976.06	\$323,458.13
Stage 4 (2010 rates)	6.094	\$116,842.51	\$8,623.58	\$346,681.52	\$68,385.40	\$24,576.28	\$0.00	\$5,247.72	\$570,357.02
Stage 5 (2010 rates)	4.011	\$76,904.28	\$5,675.94	\$228,181.75	\$45,010.48	\$16,175.82	\$0.00	\$3,453.99	\$375,402.36
Stage 6 (2010 rates)	5.058	\$96,878.90	\$7,157.55	\$287,744.53	\$56,759.66	\$20,398.23	\$0.00	\$4,355.59	\$473,394.45
MD Site (2011 rates)	5.372	\$109,105.58	\$8,652.47	\$347,842.65	\$64,769.69	\$22,939.52	\$0.00	\$4,724.19	\$558,034.11
Sub-Total for Property 1 (Vantage Point DP)	36.906	\$698,547.48	\$49,858.60	\$2,004,893.24	\$406,074.19	\$149,532.30	\$0.00	\$18,531.98	\$3,339,937.79
Stage 7 (2011 rates)	6.635	\$134,757.18	\$10,686.73	\$429,623.23	\$79,997.56	\$28,332.79	\$0.00	\$5,834.89	\$689,732.37
Stage 8 (2011 rates)	8.405	\$191,016.01	\$15,148.26	\$608,983.64	\$113,395.19	\$40,161.25	\$0.00	\$8,270.85	\$976,975.20
Stage 9 (draft 2011 rates - subject to change)	2.754	\$55,933.88	\$4,435.76	\$178,324.40	\$33,204.72	\$11,760.14	\$0.00	\$2,421.90	\$286,090.78
Stage 10 (draft 2011 rates - subject to change)	4.561	\$92,634.13	\$7,346.22	\$295,329.55	\$54,991.54	\$19,476.39	\$0.00	\$4,010.89	\$473,788.83
Stage 11 (draft 2011 rates - subject to change)	0.597	\$12,125.10	\$961.56	\$38,656.38	\$7,197.97	\$2,549.31	\$0.00	\$525.01	\$62,015.33
Stage 12 (draft 2011 rates - subject to change)	11.9815	\$243,344.86	\$19,298.13	\$775,814.72	\$144,459.80	\$51,163.42	\$0.00	\$10,536.65	\$1,244,617.59
Stage 13 (draft 2011 rates - subject to change)	3.284	\$66,698.20	\$5,289.41	\$212,642.45	\$39,594.88	\$14,023.34	\$0.00	\$2,887.98	\$341,136.26
Stage 14 (draft 2011 rates - subject to change)	4.042	\$82,093.22	\$6,510.29	\$261,723.75	\$48,734.01	\$17,260.16	\$0.00	\$3,554.58	\$419,876.00
Stage 15 (draft 2011 rates - subject to change)	4.768	\$96,838.31	\$7,679.63	\$308,733.01	\$57,487.32	\$20,360.32	\$0.00	\$4,193.03	\$495,291.63
Stage 16 (draft 2011 rates - subject to change)	1.968	\$38,970.18	\$3,169.78	\$127,430.07	\$23,727.99	\$8,403.76	\$0.00	\$1,730.68	\$204,432.45
Stage 17 (draft 2011 rates - subject to change)	2.817	\$57,213.41	\$4,537.23	\$182,403.71	\$33,964.30	\$12,029.16	\$0.00	\$2,477.30	\$292,625.11
Stage 18 (draft 2011 rates - subject to change)	1.817	\$36,903.36	\$2,926.57	\$117,652.66	\$21,907.40	\$7,758.96	\$0.00	\$1,597.89	\$188,746.83
Stage 19 (draft 2011 rates - subject to change)	2.848	\$57,843.02	\$4,587.16	\$184,410.99	\$34,338.06	\$12,161.54	\$0.00	\$2,504.56	\$295,845.34
Stage 20 (draft 2011 rates - subject to change)	2.508	\$50,937.60	\$4,039.54	\$162,395.64	\$30,236.72	\$10,709.67	\$0.00	\$2,205.56	\$260,526.72
Stage 21 (draft 2011 rates - subject to change)	1.769	\$35,928.48	\$2,849.26	\$114,544.61	\$21,328.66	\$7,553.99	\$0.00	\$1,555.68	\$183,760.67
Stage 22 (draft 2011 rates - subject to change)	2.066	\$40,741.95	\$3,230.98	\$129,890.61	\$24,186.15	\$8,566.03	\$0.00	\$1,764.10	\$208,379.83
Stage 23 (draft 2011 rates - subject to change)	4.129	\$83,850.19	\$6,650.42	\$267,357.09	\$49,782.96	\$17,631.66	\$0.00	\$3,631.08	\$428,913.41
Stage 24 (draft 2011 rates - subject to change)	1.393	\$28,291.90	\$2,243.65	\$90,198.21	\$16,795.27	\$5,948.39	\$0.00	\$1,225.02	\$144,702.44
Stage 25 (draft 2011 rates - subject to change)	6.405	\$130,085.87	\$10,316.28	\$414,730.49	\$77,224.47	\$27,350.64	\$0.00	\$5,632.62	\$665,340.37
Sub-Total for Property 2 (Ashley Park DP)	75.6875	\$1,837,216.85	\$122,906.86	\$4,900,843.22	\$912,556.97	\$323,208.91	\$0.00	\$66,560.35	\$7,862,287.16
Sub-Total Charges	312.5935	\$7,235,764.83	\$173,765.46	\$6,905,238.45	\$1,318,631.16	\$472,733.21	\$0.00	\$98,092.33	\$11,202,224.94
CREDITS									
Land for Bridge Inn Road widening (stage 1)	0.5779	\$355,408.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$355,408.50
Shared trails in property 1 (as per MSP - to be confirmed) - credited to Stage 4	1460	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172,280.00	\$172,280.00
Land for open space in Stage 4	1.2858	\$0.00	\$0.00	\$790,767.00	\$0.00	\$0.00	\$0.00	\$0.00	\$790,767.00
Remainder of creditable open space in property 1 (as per MSP) - linked to MD site	2.7871	\$0.00	\$0.00	\$1,950,970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,950,970.00
Sub-Total for Property 1 (Vantage Point DP)	N/A	\$355,408.50	\$0.00	\$2,741,737.00	\$0.00	\$0.00	\$0.00	\$172,280.00	\$3,269,425.50
Land for Bridge Inn Road widening (stage 7)	0.2391	\$167,370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,370.00
Land for open space in Stage 7	0.2896	\$0.00	\$0.00	\$202,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202,720.00
Land for open space in Stage 8	4.3	\$0.00	\$0.00	\$3,010,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,010,000.00
Remainder of creditable open space in property 2 (as per MSP)	10.8052	\$0.00	\$0.00	\$7,563,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,563,640.00
Land for CAC site (Stage 25)	0.7639	\$0.00	\$0.00	\$534,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$534,730.00
Shared trails in Stage 8	219	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,842.00	\$25,842.00
Shared trails in property 2 (as per MSP - to be confirmed) - credited to Stage 25	636	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,048.00	\$75,048.00
Sub-Total for Property 2 (Ashley Park DP)	N/A	\$167,370.00	\$0.00	\$11,311,090.00	\$0.00	\$0.00	\$0.00	\$100,890.00	\$11,579,350.00
Sub-Total Credits	N/A	\$522,778.50	\$0.00	\$14,052,827.00	\$0.00	\$0.00	\$0.00	\$273,170.00	\$14,848,775.50
Total position across Property 1 (Vantage Point DP)	N/A	\$143,138.98	\$49,858.60	\$737,545.76	\$406,074.19	\$149,532.30	\$0.00	\$140,748.02	\$2,012,512.75
Total position across Property 2 (Ashley Park DP)	N/A	\$1,674,878.87	\$122,906.86	\$6,410,244.78	\$912,556.97	\$323,208.91	\$0.00	\$66,560.35	\$13,717,062.84
Total position across Plenty River Estate		\$1,718,017.85	\$172,765.46	\$7,147,790.54	\$1,318,631.16	\$472,733.21	\$0.00	\$181,308.37	\$15,729,575.59

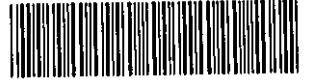
	2008	2009	2010	2011
Land value per ha	\$500,000	\$500,000	\$615,000	\$700,000
Linear rate for shared trails	N/A	N/A	\$118	\$118

# **Annexure "B"**

## **Instalment Schedule**

**AJ954765T**

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**ANNEXURE "B" INSTALMENT SCHEDULE**

Agreed Payment Plan:	Stage by stage breakdown	Payments made by Satterley to date	Adjustment Amount	Payment Plan	Notes
<b>VANTAGE POINT DEVELOPMENT PLAN LAND</b>					
Stage 1:	\$371,298.36			\$0.00	Levy linked to Stage 5
Stage 2:	\$312,584.85	\$798,115.83		\$0.00	Levy linked to Stage 6
Stage 3:	\$642,600.51			\$0.00	Levy linked to Stage 7
Stage 4:	-\$392,689.98			\$0.00	Levy linked Stage 8
Stage 5:	\$375,402.36	\$763,922.67	-\$17,221.95	\$746,700.72	Paid by Satterley for Stages 1&5. Incorrect charge amount to be rectified in Stage 8.
Stage 6:	\$473,394.45	\$798,115.83	-\$12,136.53	\$785,979.30	Paid by Satterley for Stages 2&6. Incorrect charge amount to be rectified in Stage 8.
MD site (subject to change, for information only):	-\$1,392,935.89			-\$1,392,935.89	Payment by Council to Satterleys on first payment cycle after execution of Section 173 Agreement
<b>ASHLEY PARK DEVELOPMENT PLAN LAND</b>					
Stage 7:	\$319,142.37	\$624,020.69	\$18,579.82	\$642,600.51	Paid by Satterley for Stages 3&7. Incorrect charge amount to be rectified in Stage 8.
Stage 8:	-\$2,058,866.80			-\$2,462,335.44	Payment by Council to Satterleys on first available payment cycle after 1 October 2012
Stage 9:	\$286,080.78			\$0.00	Levy linked to Stage 12
Stage 10:	\$473,788.83			\$0.00	Levy linked to Stage 12
Stage 11:	\$62,015.33			\$0.00	Levy linked to Stage 12
Stage 12:	-\$7,277,559.22			-\$2,032,900.79	Payment by Council to Satterleys on first pay cycle after 1 July 2013 to offset contributions owing for future Stages 9-24.
Stage 13:	\$341,136.26			\$0.00	Levy linked to Stage 12
Stage 14:	\$419,876.00			\$0.00	Levy linked to Stage 12
Stage 15:	\$495,291.63			\$0.00	Levy linked to Stage 12
Stage 16:	\$204,432.45			\$0.00	Levy linked to Stage 12
Stage 17:	\$292,625.11			\$0.00	Levy linked to Stage 12
Stage 18:	\$188,746.83			\$0.00	Levy linked to Stage 12
Stage 19:	\$295,845.34			\$0.00	Levy linked to Stage 12
Stage 20:	\$260,526.72			\$0.00	Levy linked to Stage 12
Stage 21:	\$183,760.67			\$0.00	Levy linked to Stage 12
Stage 22:	\$208,379.83			\$0.00	Levy linked to Stage 12
Stage 23:	\$428,913.41			\$0.00	Levy linked to Stage 12
Stage 24:	\$144,702.44			\$0.00	Levy linked to Stage 12
Stage 25:	\$55,562.37			\$55,562.37	Payment by Satterley plus final reconciliation of figures

# Annexure "C" Subdivision Concept Plans

**AJ954765T**  
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# BRIDGE INN ROAD

# AJ954765T

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**LEGEND**

- 2.5m Shaded Path
- X Trees to be removed

**LOT MIX TABLE**

**Stage 1**

TOTAL NUMBER OF LOTS:	108	AVERAGE: 468 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 541 1m <sup>2</sup>	27.4%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	26	AVERAGE: 432 1m <sup>2</sup>	34%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	31	AVERAGE: 527 1m <sup>2</sup>	7.9%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	4	AVERAGE: 613 1m <sup>2</sup>	7.9%
LOTS 700m <sup>2</sup> AND GREATER:	2	AVERAGE: 768 1m <sup>2</sup>	1.9%

**LOT MIX TABLE**

**Stage 2**

TOTAL NUMBER OF LOTS:	57	AVERAGE: 435 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 506 1m <sup>2</sup>	26.1%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup> :	25	AVERAGE: 438 1m <sup>2</sup>	47.4%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	27	AVERAGE: 542 1m <sup>2</sup>	10.9%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	4	AVERAGE: 627 1m <sup>2</sup>	7%
LOTS 600m <sup>2</sup> AND GREATER:	0	AVERAGE: 768 1m <sup>2</sup>	0%

**LOT MIX TABLE**

**Stage 2A**

TOTAL NUMBER OF LOTS:	28	AVERAGE: 516 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	22	AVERAGE: 332 1m <sup>2</sup>	27.8%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup> :	6	AVERAGE: 386 1m <sup>2</sup>	15.8%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	0	AVERAGE: 462 1m <sup>2</sup>	21.1%
LOTS 500m <sup>2</sup> AND GREATER:	0	AVERAGE: 548 1m <sup>2</sup>	0%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 768 1m <sup>2</sup>	0%

**LOT MIX TABLE**

**Stage 3**

TOTAL NUMBER OF LOTS:	81	AVERAGE: 427 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 507 1m <sup>2</sup>	0%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup> :	12	AVERAGE: 368 1m <sup>2</sup>	25.9%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	28	AVERAGE: 454 1m <sup>2</sup>	54.2%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	8	AVERAGE: 523 1m <sup>2</sup>	13.7%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	2	AVERAGE: 648 1m <sup>2</sup>	3.9%
LOTS 700m <sup>2</sup> AND GREATER:	1	AVERAGE: 697 1m <sup>2</sup>	2%

**LOT MIX TABLE**

**Stage 4**

TOTAL NUMBER OF LOTS:	67	AVERAGE: 431 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	22	AVERAGE: 296m <sup>2</sup>	1.9%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup> :	18	AVERAGE: 352 1m <sup>2</sup>	26.1%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	27	AVERAGE: 427 1m <sup>2</sup>	47.4%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	12	AVERAGE: 526 1m <sup>2</sup>	18.1%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	1	AVERAGE: 526 1m <sup>2</sup>	1.5%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 768 1m <sup>2</sup>	0%

**LOT MIX TABLE**

**Stage 5**

TOTAL NUMBER OF LOTS:	28	AVERAGE: 442 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 507 1m <sup>2</sup>	0%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup> :	3	AVERAGE: 368 1m <sup>2</sup>	8.1%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	28	AVERAGE: 425 1m <sup>2</sup>	68.1%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	17	AVERAGE: 515 1m <sup>2</sup>	29.8%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	0	AVERAGE: 627 1m <sup>2</sup>	0%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 768 1m <sup>2</sup>	0%

**LOT MIX TABLE**

**Stage 6**

TOTAL NUMBER OF LOTS:	68	AVERAGE: 484 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 507 1m <sup>2</sup>	0%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup> :	18	AVERAGE: 352 1m <sup>2</sup>	7.9%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	41	AVERAGE: 438 1m <sup>2</sup>	62.1%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	19	AVERAGE: 526 1m <sup>2</sup>	21.1%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	1	AVERAGE: 623 1m <sup>2</sup>	6.1%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 768 1m <sup>2</sup>	0%

**LOT MIX TABLE**

**Stage 7**

TOTAL NUMBER OF LOTS:	62	AVERAGE: 423 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 507 1m <sup>2</sup>	0%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup> :	20	AVERAGE: 328 1m <sup>2</sup>	29.3%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	42	AVERAGE: 425 1m <sup>2</sup>	67.9%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	16	AVERAGE: 523 1m <sup>2</sup>	18.7%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	4	AVERAGE: 628 1m <sup>2</sup>	4.1%
LOTS 700m <sup>2</sup> AND GREATER:	1	AVERAGE: 768 1m <sup>2</sup>	1.9%

**LOT MIX TABLE**

**Stage 8**

TOTAL NUMBER OF LOTS:	43	AVERAGE: 424 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 507 1m <sup>2</sup>	0%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup> :	22	AVERAGE: 352 1m <sup>2</sup>	33.9%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	20	AVERAGE: 437 1m <sup>2</sup>	49.8%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	19	AVERAGE: 521 1m <sup>2</sup>	15.1%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	1	AVERAGE: 627 1m <sup>2</sup>	1.1%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 768 1m <sup>2</sup>	0%

**LOT MIX TABLE (Total)**

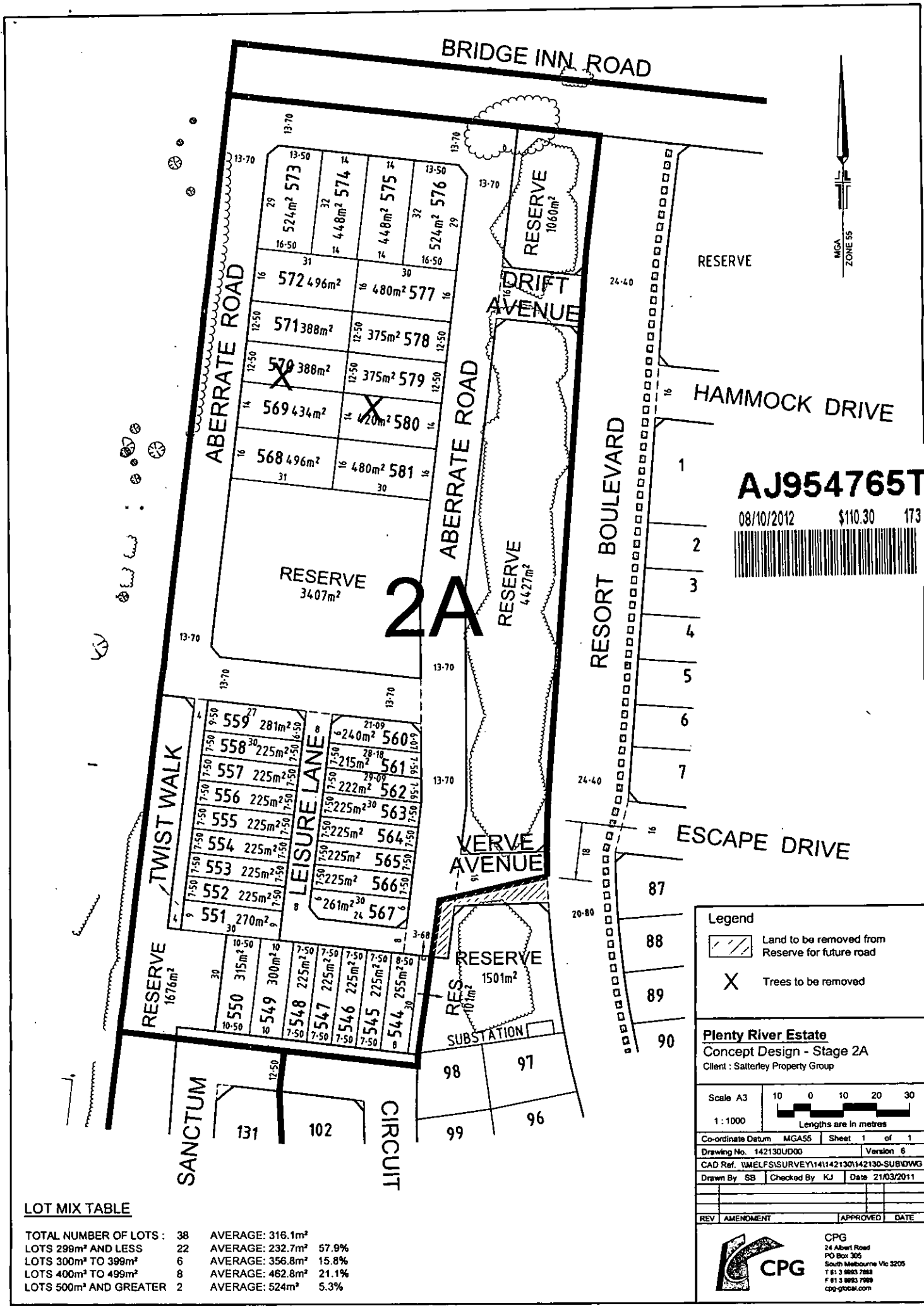
TOTAL NUMBER OF LOTS:	546	AVERAGE: 436 1m <sup>2</sup>	0%
LOTS 200m <sup>2</sup> AND LESS:	23	AVERAGE: 328 1m <sup>2</sup>	3.9%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup> :	138	AVERAGE: 351 1m <sup>2</sup>	22.8%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	278	AVERAGE: 427 1m <sup>2</sup>	47.9%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	120	AVERAGE: 530m <sup>2</sup>	20.4%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	24	AVERAGE: 628m <sup>2</sup>	4.1%
LOTS 700m <sup>2</sup> AND GREATER:	4	AVERAGE: 768 1m <sup>2</sup>	0.7%

**Plenty River Estate**  
**Concept Design**  
 Client: Satisfactory Property Group

Drawings Date: 11/2009  
 Scale: 1:1000  
 Drawing No: 1  
 Drawing Title: SITE PLAN  
 Date: 11/2009  
 Drawn By: [Name]  
 Checked By: [Name]  
 Approved By: [Name]

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 www.cpg.com.au  
 A Subsidiary of Satisfactory Property Group





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**2A**

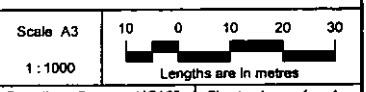
**LOT MIX TABLE**

TOTAL NUMBER OF LOTS :	38	AVERAGE: 316.1m <sup>2</sup>
LOTS 299m <sup>2</sup> AND LESS	22	AVERAGE: 232.7m <sup>2</sup> 57.9%
LOTS 300m <sup>2</sup> TO 399m <sup>2</sup>	6	AVERAGE: 356.8m <sup>2</sup> 15.8%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup>	8	AVERAGE: 462.8m <sup>2</sup> 21.1%
LOTS 500m <sup>2</sup> AND GREATER	2	AVERAGE: 524m <sup>2</sup> 5.3%

**Legend**

- Land to be removed from Reserve for future road
- Trees to be removed

**Plenty River Estate**  
 Concept Design - Stage 2A  
 Client : Satterley Property Group



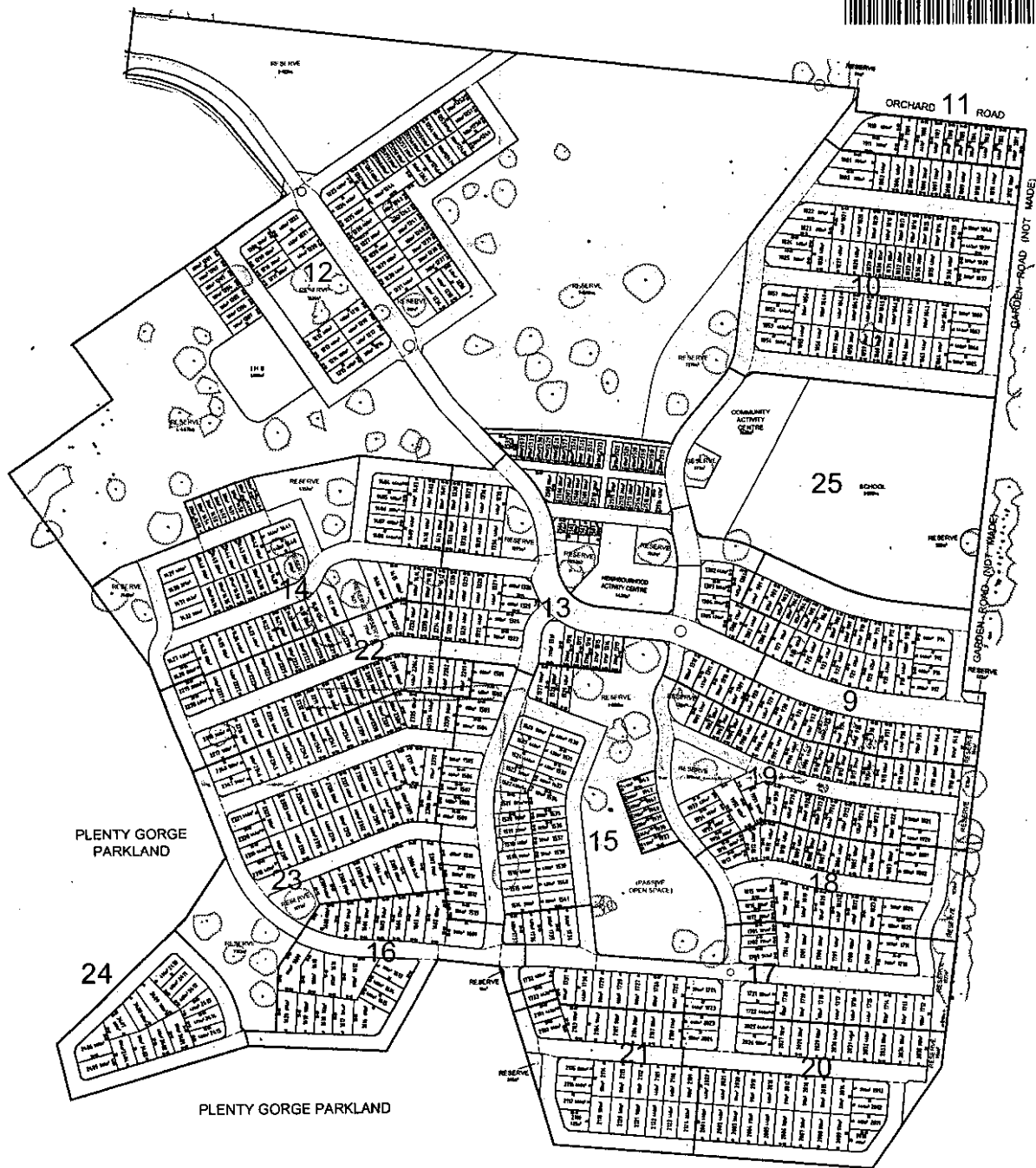
Co-ordinate Datum	MGA55	Sheet	1	of	1
Drawing No.	142130UD00	Version	6		
CAD Ref.	\\MELFS\SURVEY\141142130\142130-SUB\DWG				
Drawn By	SB	Checked By	KJ	Date	21/03/2011

REV	AMENDMENT	APPROVED	DATE

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**LOT MIX TABLE Stage 9 - Area: 2.75ha**

TOTAL NUMBER OF LOTS:	40	AVERAGE: 423.5m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	4	AVERAGE: 275.0m <sup>2</sup> 10%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	4	AVERAGE: 300.0m <sup>2</sup> 10%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	28	AVERAGE: 438.1m <sup>2</sup> 69%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	5	AVERAGE: 516.8m <sup>2</sup> 12.9%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	1	AVERAGE: 624m <sup>2</sup> 2.5%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 700m <sup>2</sup> 0%

**LOT MIX TABLE Stage 10 - Area: 4.69ha**

TOTAL NUMBER OF LOTS:	98	AVERAGE: 427.8m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	7	AVERAGE: 288.1m <sup>2</sup> 10.3%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	18	AVERAGE: 351.3m <sup>2</sup> 22.1%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	31	AVERAGE: 436.8m <sup>2</sup> 45.8%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	12	AVERAGE: 529.5m <sup>2</sup> 17.8%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	1	AVERAGE: 613m <sup>2</sup> 1.5%
LOTS 700m <sup>2</sup> AND GREATER:	2	AVERAGE: 722m <sup>2</sup> 2.9%

**LOT MIX TABLE Stage 11 - Area: 0.85ha**

TOTAL NUMBER OF LOTS:	11	AVERAGE: 478.3m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 200m <sup>2</sup> 0%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	3	AVERAGE: 373.7m <sup>2</sup> 27.3%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	8	AVERAGE: 436m <sup>2</sup> 54.0%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	0	AVERAGE: 500m <sup>2</sup> 0%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	1	AVERAGE: 624m <sup>2</sup> 6.1%
LOTS 700m <sup>2</sup> AND GREATER:	1	AVERAGE: 762m <sup>2</sup> 9.1%

**LOT MIX TABLE Stage 12 - Area: 20.46ha**

TOTAL NUMBER OF LOTS:	80	AVERAGE: 362.5m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	7	AVERAGE: 230.1m <sup>2</sup> 11.7%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	29	AVERAGE: 338.5m <sup>2</sup> 48.3%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	23	AVERAGE: 429.5m <sup>2</sup> 38.2%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	0	AVERAGE: 500m <sup>2</sup> 0%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	0	AVERAGE: 600m <sup>2</sup> 0%
LOTS 700m <sup>2</sup> AND GREATER:	1	AVERAGE: 720m <sup>2</sup> 1.7%

**LOT MIX TABLE Stage 13 - Area: 3.28ha**

TOTAL NUMBER OF LOTS:	26	AVERAGE: 423.5m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	4	AVERAGE: 274.3m <sup>2</sup> 15.3%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	7	AVERAGE: 345.2m <sup>2</sup> 18.9%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	21	AVERAGE: 438.2m <sup>2</sup> 55.3%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	5	AVERAGE: 519.8m <sup>2</sup> 15.7%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	0	AVERAGE: 600m <sup>2</sup> 0%
LOTS 700m <sup>2</sup> AND GREATER:	1	AVERAGE: 787m <sup>2</sup> 2.9%

**LOT MIX TABLE Stage 14 - Area: 4.00ha**

TOTAL NUMBER OF LOTS:	33	AVERAGE: 368.5m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	4	AVERAGE: 285.4m <sup>2</sup> 20.9%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	17	AVERAGE: 387.5m <sup>2</sup> 32.1%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	19	AVERAGE: 427.5m <sup>2</sup> 38.9%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	4	AVERAGE: 522.3m <sup>2</sup> 7.9%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	2	AVERAGE: 673.5m <sup>2</sup> 5.1%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 700m <sup>2</sup> 0%

**LOT MIX TABLE Stage 15 - Area: 1.91ha**

TOTAL NUMBER OF LOTS:	25	AVERAGE: 473.3m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 200m <sup>2</sup> 0%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	5	AVERAGE: 345.5m <sup>2</sup> 20%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	10	AVERAGE: 448.7m <sup>2</sup> 40%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	9	AVERAGE: 548.8m <sup>2</sup> 36%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	0	AVERAGE: 600m <sup>2</sup> 0%
LOTS 700m <sup>2</sup> AND GREATER:	1	AVERAGE: 700m <sup>2</sup> 4%

**LOT MIX TABLE Stage 16 - Area: 2.81ha**

TOTAL NUMBER OF LOTS:	37	AVERAGE: 504.5m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 200m <sup>2</sup> 0%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	2	AVERAGE: 345.5m <sup>2</sup> 6.4%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	11	AVERAGE: 458.8m <sup>2</sup> 23.7%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	21	AVERAGE: 533.5m <sup>2</sup> 56.8%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	2	AVERAGE: 624m <sup>2</sup> 5.4%
LOTS 700m <sup>2</sup> AND GREATER:	1	AVERAGE: 700m <sup>2</sup> 2.7%

**LOT MIX TABLE Stage 17 - Area: 1.70ha**

TOTAL NUMBER OF LOTS:	24	AVERAGE: 508.5m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 200m <sup>2</sup> 0%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	0	AVERAGE: 300m <sup>2</sup> 0%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	8	AVERAGE: 448.8m <sup>2</sup> 33.3%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	16	AVERAGE: 528.5m <sup>2</sup> 62.3%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	1	AVERAGE: 617m <sup>2</sup> 4.7%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 700m <sup>2</sup> 0%

**LOT MIX TABLE Stage 18 - Area: 2.81ha**

TOTAL NUMBER OF LOTS:	43	AVERAGE: 467.8m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 200m <sup>2</sup> 0%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	12	AVERAGE: 348.1m <sup>2</sup> 27.9%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	22	AVERAGE: 443.3m <sup>2</sup> 51.2%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	9	AVERAGE: 533.5m <sup>2</sup> 17%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	0	AVERAGE: 600m <sup>2</sup> 0%
LOTS 700m <sup>2</sup> AND GREATER:	1	AVERAGE: 600m <sup>2</sup> 2.5%

**LOT MIX TABLE Stage 19 - Area: 2.94ha**

TOTAL NUMBER OF LOTS:	41	AVERAGE: 463.3m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 200m <sup>2</sup> 0%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	6	AVERAGE: 355.3m <sup>2</sup> 16.9%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	30	AVERAGE: 442.3m <sup>2</sup> 48.9%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	10	AVERAGE: 525.1m <sup>2</sup> 24.4%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	3	AVERAGE: 633.3m <sup>2</sup> 7.3%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 700m <sup>2</sup> 0%

**LOT MIX TABLE Stage 20 - Area: 1.08ha**

TOTAL NUMBER OF LOTS:	20	AVERAGE: 548.5m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 200m <sup>2</sup> 0%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	0	AVERAGE: 300m <sup>2</sup> 0%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	2	AVERAGE: 400.0m <sup>2</sup> 10%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	7	AVERAGE: 583.3m <sup>2</sup> 30%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	8	AVERAGE: 632.3m <sup>2</sup> 11%
LOTS 700m <sup>2</sup> AND GREATER:	3	AVERAGE: 781.1m <sup>2</sup> 40%

**LOT MIX TABLE Stage 21 - Area: 2.80ha**

TOTAL NUMBER OF LOTS:	33	AVERAGE: 484.5m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 200m <sup>2</sup> 0%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	0	AVERAGE: 300m <sup>2</sup> 0%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	14	AVERAGE: 443.3m <sup>2</sup> 40%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	18	AVERAGE: 523.7m <sup>2</sup> 54.3%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	0	AVERAGE: 600m <sup>2</sup> 0%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 700m <sup>2</sup> 0%

**LOT MIX TABLE Stage 22 - Area: 2.80ha**

TOTAL NUMBER OF LOTS:	34	AVERAGE: 423.1m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	1	AVERAGE: 290m <sup>2</sup> 2.9%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	8	AVERAGE: 336.4m <sup>2</sup> 32.6%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	15	AVERAGE: 434.8m <sup>2</sup> 41.1%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	8	AVERAGE: 518m <sup>2</sup> 17.8%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	1	AVERAGE: 600m <sup>2</sup> 2.9%
LOTS 700m <sup>2</sup> AND GREATER:	0	AVERAGE: 700m <sup>2</sup> 0%

**LOT MIX TABLE Stage 23 - Area: 4.10ha**

TOTAL NUMBER OF LOTS:	48	AVERAGE: 497.8m <sup>2</sup>
LOTS 200m <sup>2</sup> AND LESS:	0	AVERAGE: 200m <sup>2</sup> 0%
LOTS 200m <sup>2</sup> TO 399m <sup>2</sup> :	2	AVERAGE: 336m <sup>2</sup> 4.2%
LOTS 400m <sup>2</sup> TO 499m <sup>2</sup> :	25	AVERAGE: 441.3m <sup>2</sup> 52.1%
LOTS 500m <sup>2</sup> TO 599m <sup>2</sup> :	14	AVERAGE: 522.3m <sup>2</sup> 28.2%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup> :	1	AVERAGE: 644m <sup>2</sup> 6.9%
LOTS 700m <sup>2</sup> AND GREATER:	1	AVERAGE: 700m <sup>2</sup> 2.9%

**Plenty River Estate**  
 Concept Design - Stages 9 - 25  
 Client: Salsbery Property Group

Coordinate System	WGS 84
Units	M
Scale	1:2500
North Arrow	True North
Drawing No.	12/2012/02
Client Ref.	WSP/12/2012/02
CDP Ref.	WSP/12/2012/02
Created By	WSP
Checked By	WSP
Scale	1:2500
North Arrow	True North

CPG  
 488 La Trobe Street  
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**AL253647R**

# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

**Privacy Collection Statement**  
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**Form 18**

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: KAL:LXE:A01C:5911477  
Customer Code: 1167E

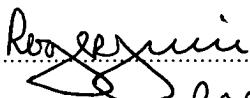
The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: Volume 11453 Folio 986 Volume 11453 Folio 987 Volume 11453 Folio 997  
Volume 11454 Folio 024 Volume 11454 Folio 110 Volume 11454 Folio 114 Volume 11454 Folio 117  
Volume 11454 Folio 118 Volume 11454 Folio 120. Volume 11454 Folio 121 Volume 11454 Folio 144  
Volume 11454 Folio 145 Volume 11454 Folio 149  
Volume 11498 Folio 689

Responsible Authority: Whittlesea City Council of 25 Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Signature for Responsible Authority:   
Name of officer: ROGER SUSIC  
Position held: MANAGER GADA  
Date: 11/7/2014

**AL253647R**

**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date 16 / 7 / 2014

**Agreement under section 173  
of the Planning and Environment Act 1987**  
Subject Land: part of 61B Orchard Road, Doreen

**Whittlesea City Council**  
and

**National Asset Pty Ltd**  
ACN 118 296 209



---

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

Dated / /

## Parties

Name	<b>Whittlesea City Council</b>
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>

Name	<b>National Asset Pty Ltd ACN 118 296 209</b>
Address	18 Bowman Street, South Perth, Western Australia
Short name	<b>Owner</b>

## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 17 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

## The Parties agree

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

**Council Boundary Fences** mean fences built or constructed on the boundary between the Subject Land and a Reserve.

**Current Address** means:



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- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

**Fence Repairs** includes all repairs and maintenance to Council Boundary Fences except the removal of graffiti.

**Lot** has the same meaning as in the *Subdivision Act* 1988.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit no. 712895, as amended from time to time, issued on 1 July 2011, authorising:

- (a) multi lot subdivision of (Plenty River Estate - Southern Section); and
- (b) removal of native vegetation and construction of a dwelling on each lot (including lots less than 300m<sup>2</sup>) on,

the Subject Land, in accordance with the Endorsed Plan.

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

**Reserve** has the same meaning as in the *Subdivision Act* 1988.

**Subject Land** means part of the land situated at part of 61B Orchard Road, Doreen being all of the land referred to in Schedule 1, and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.



---

**2. Interpretation**

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 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 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

**3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

**4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.



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**5. Agreement required**

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

---

**6. Owner's specific obligations**

The Owner covenants and agrees that, unless damage is caused by Council or its representatives whilst undertaking maintenance works in a Reserve, the Owner of a Lot which abuts a Reserve must carry out all Fence Repairs to Council Boundary Fences:

- 6.1 at the full cost of the Owner; and
- 6.2 to the satisfaction of Council.

---

**7. Owner's further obligations****7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

**7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

**7.3 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.



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#### 7.4 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 7.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

#### 7.5 Interest for overdue money

7.5.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

#### 7.6 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

### 8. Agreement under section 173 of the Act

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 in accordance with section 173 of the Act.

---

### 9. Owner's warranties

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.

---

### 10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

### 11. General matters

#### 11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;



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11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

**11.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**11.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**11.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**11.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**11.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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**Schedule 1**

**Details of Subject Land**

The Subject Land is all of the Land set out in the table below.

Lot and plan details			Certificate of title details
Lot	Plan of subdivision	Volume	Folio
B	702817K	11453	986
C	702817K	11453	987
1210	702817K	11453	997
1237	702817K	11454	024
F	702851K	11454	110
1311	702851K	11454	114
1314	702851K	11454	117
1315	702851K	11454	118
1317	702851K	11454	120
1318	702851K	11454	121
D	702851K	11454	144
G	702851K	11454	145
E	702851K	11454	149
CC	721472L	11498	689



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# Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council is affixed in the presence of: ) ) )

*[Signature]* ..... Delegate

Executed by National Asset Pty Ltd ACN 118 296 209 in accordance with section 127(1) of the Corporations Act 2001: ) ) )

*[Signature]* .....  
Signature of Director  
*[Signature]* .....  
Print full name

*[Signature]* .....  
Signature of ~~Director~~ (or Company Secretary)  
**Rossmore James Carmichael** .....  
Print full name

## Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AJ589365U and instrument of mortgage no. AH905397R 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.

.....

Executed by NATIONAL AUSTRALIA BANK LIMITED } NATIONAL AUSTRALIA BANK LIMITED }  
by being signed by its Attorney } By its Attorney }  
**DAVID CHARNG-WAI LEE** }  
who holds the position of Level 3 Attorney }  
under Power of Attorney No K117403 }  
in the presence of: }  
Signature: *[Signature]* }  
Name: Elfi Hellemann }  
Address: Client Support Officer }  
Office Held: NAB Corporate WA }  
**C1- NAB Corporate WA** }  
**UB13.01** }  
**100 St Georges Terrace** }  
**Perth WA 6000** }

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 April 2024 12:23 PM

## PROPERTY DETAILS

Address: **22 GALLIVANT DRIVE DOREEN 3754**  
 Lot and Plan Number: **Lot 1509 PS724909**  
 Standard Parcel Identifier (SPI): **1509\PS724909**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **912113**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 184 D2**

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

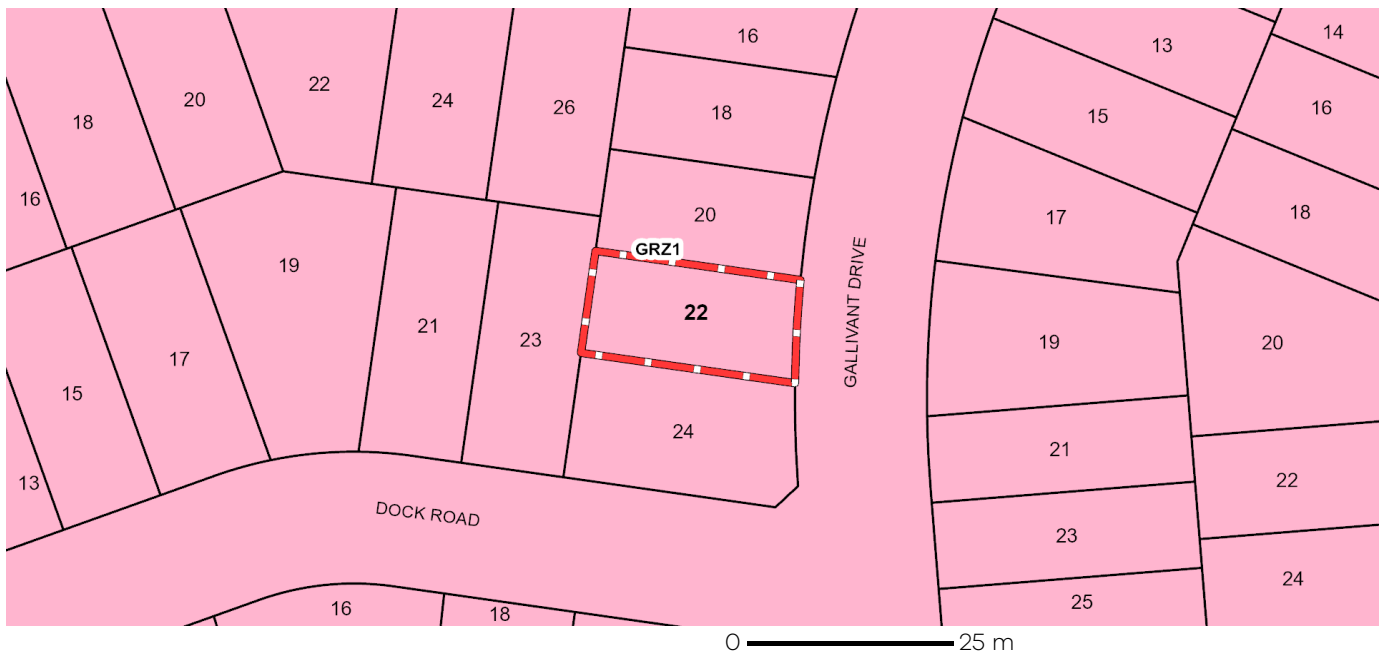
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[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 Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 \(DCPO6\)](#)



**DCPO - Development Contributions Plan Overlay**

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 \(DPO5\)](#)



**DPO - Development Plan Overlay**

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

## Planning Overlays

### INCORPORATED PLAN OVERLAY (IPO)

#### INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)

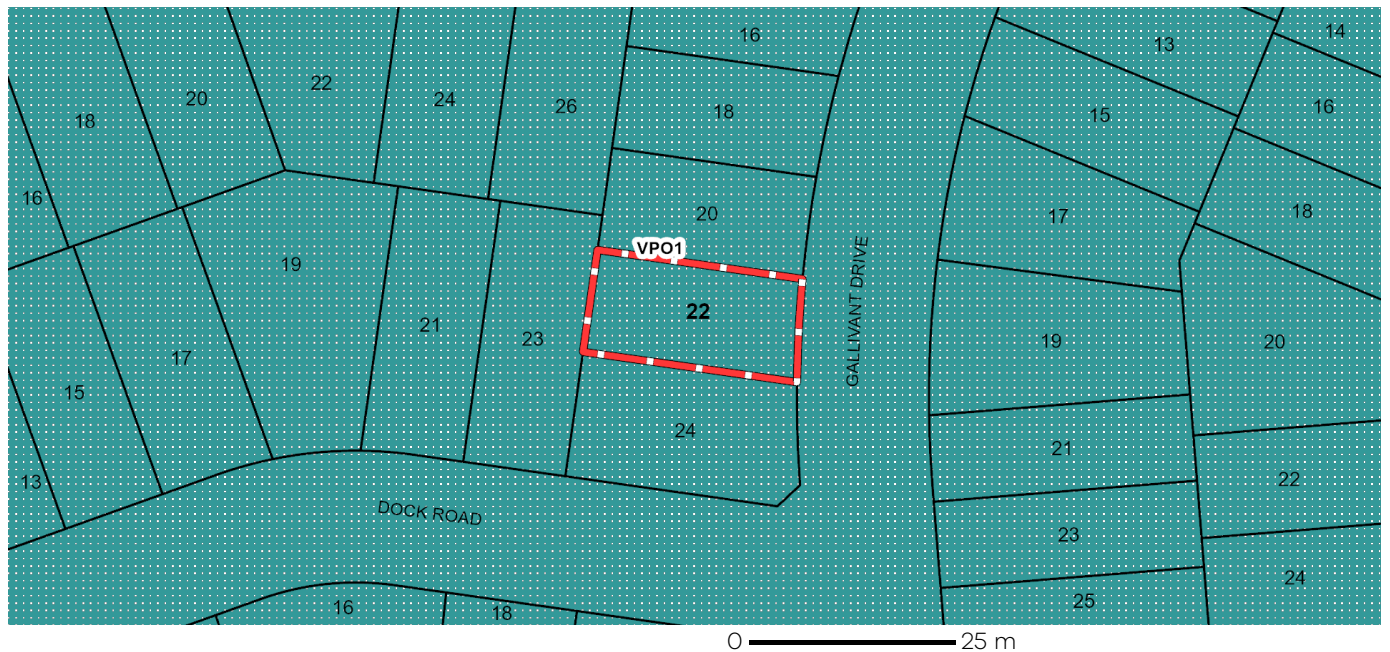


 **IPO - Incorporated Plan Overlay**

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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 **VPO - Vegetation Protection 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 7 December 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 \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1018387

## APPLICANT'S NAME & ADDRESS

SOL CONVEYANCING PTY LTD C/- TRICONVEY2 (RESELLER)  
C/- LANDATA  
DOCKLANDS

## VENDOR

JAMES, MICHELLE

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

675356

This certificate is issued for:

LOT 1509 PLAN PS724909 ALSO KNOWN AS 22 GALLIVANT DRIVE DOREEN  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a INCORPORATED PLAN OVERLAY - SCHEDULE 1
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 5
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

02 April 2024

**Sonya Kilkenny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

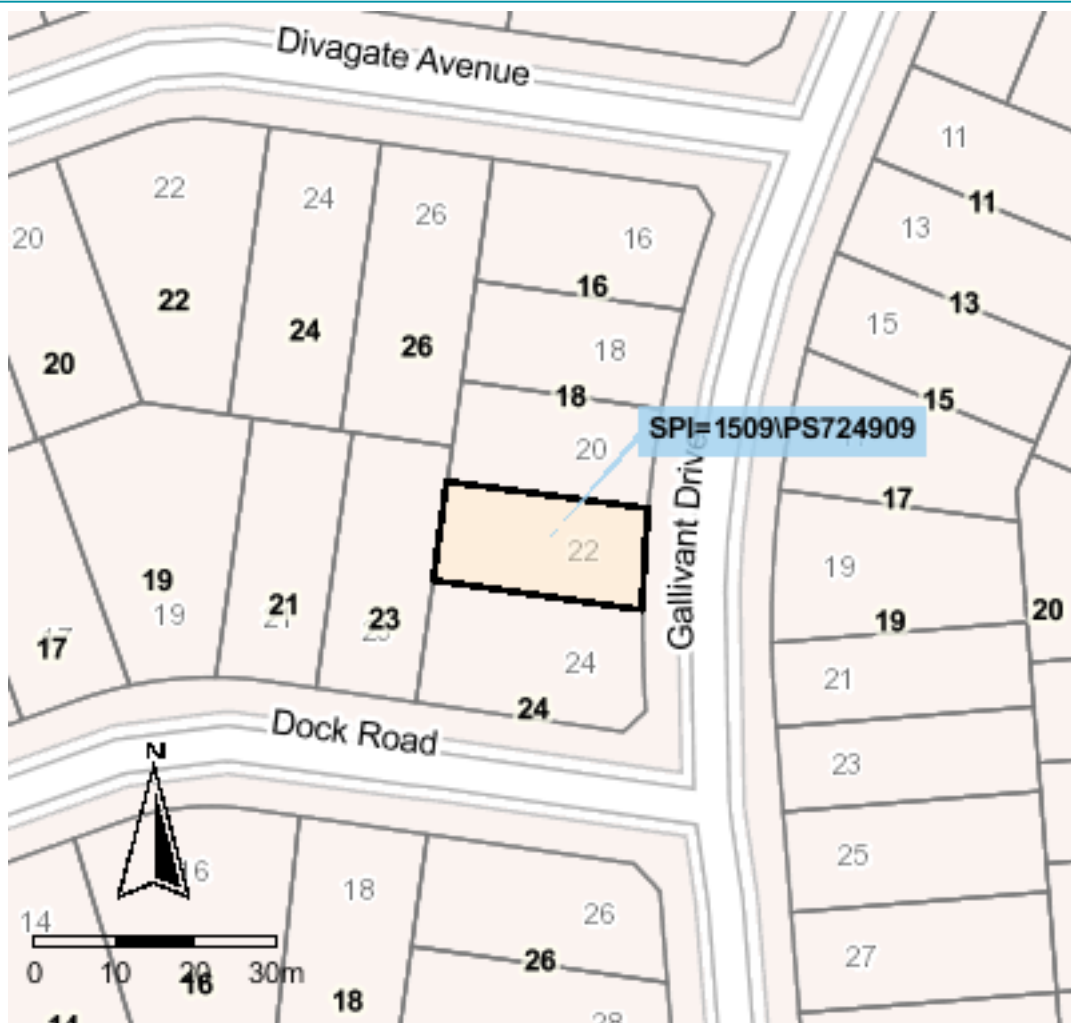
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

**Date of issue**  
04/04/2024

**Assessment No.**  
912113

**Certificate No.**  
159450

**Your reference**  
72352107-017-7

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2024

**Property location:** 22 Gallivant Drive DOREEN 3754

**Description:** LOT: 1509 PS: 724909F

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$525,000	\$290,000	\$26,250

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

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2023	\$1,240.17
Food/Green waste bin charge levied on 18/12/2023	\$61.48
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$24.15
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	-\$200.00
Interest to 04/04/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	-\$303.20
Sustainable land management rebate	\$0.00
Payments	-\$1,022.90
<b>Balance of rates &amp; charges due:</b>	<b>\$108.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$108.00**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

 **131 450**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### ***Interest penalty on late payments***

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

## 6. Other information:



Authorising Officer

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

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

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**Payment can be made using these options.**

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www.whittlesea.vic.gov.au  
Ref **912113**



Phone 1300 301 185  
Ref **912113**



Bill Code **5157**  
Ref **912113**

Enquiries: *Building and Planning Administration 9217 2170*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 72352107-019-1

8 April 2024

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION**  
**22 (Lot 1509) Gallivant Drive, Doreen**

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

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-17998/2341415/0	12/3/2015	Dwelling/Garage	Yes – 6/11/2015

**Regulation 51 1 (b) (c)**

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

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

Yours sincerely

**BUILDING & PLANNING**  
**CITY OF WHITTLESEA**

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
 ABN 72 431 091 058

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

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

2nd April 2024

SOL Conveyancing Pty Ltd C/- Triconvey2 (Reseller)  
LANDATA

Dear SOL Conveyancing Pty Ltd C/- Triconvey2 (Reseller),

**RE: Application for Water Information Statement**

<b>Property Address:</b>	22 GALLIVANT DRIVE DOREEN 3754
<b>Applicant</b>	SOL Conveyancing Pty Ltd C/- Triconvey2 (Reseller) LANDATA
<b>Information Statement</b>	30839625
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	675356

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
- Conditions of Connection and Consent
- 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](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Chris Brace  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	22 GALLIVANT DRIVE DOREEN 3754
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	22 GALLIVANT DRIVE DOREEN 3754
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

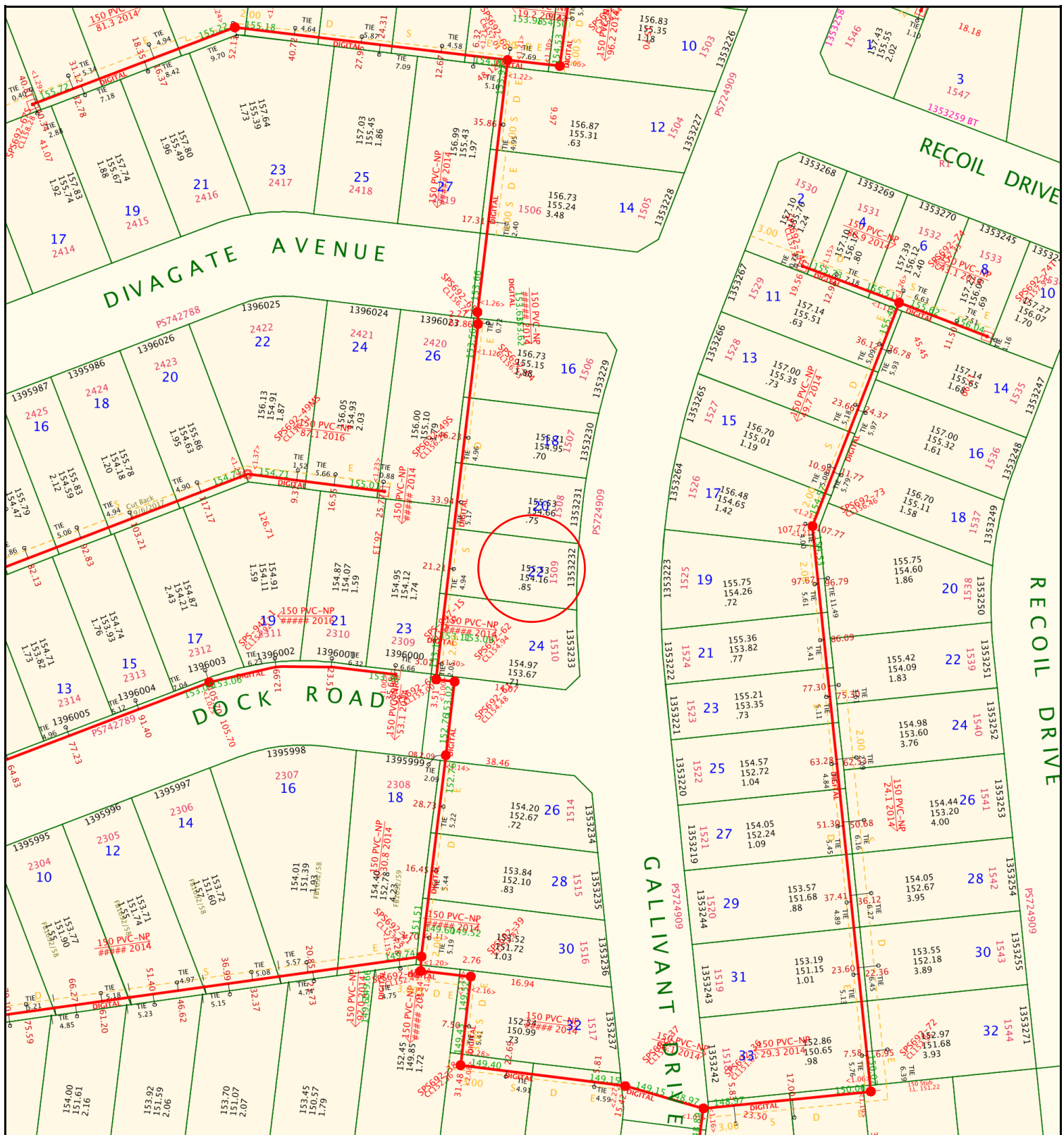
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30839625**

<b>Address</b>	22 GALLIVANT DRIVE DOREEN 3754
<b>Date</b>	02/04/2024
<b>Scale</b>	1:1000

**Yarra Valley Water**  
ABN 93 066 902 501

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

22nd January 2015

**Application ID: 156372**

**CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

**Approval Detail**

**Water**

**Required Services**

<b>Product</b>	<b>Qty</b>
New Estate Connection - Drinking Water	1

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Water & Sewer Connection	1353232

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

### **WATER**

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All payments (tappings, pluggings, metering products etc.) must be made at the easyACCESS store where the application started. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees are paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are either New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tappings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

Where you have elected for your plumber to provide the excavation, you will be contacted by Yarra Valley Water within 2 working days of your booking to confirm an appointment date and time. If you have elected for Yarra Valley Water to provide the excavation, you will be contacted to confirm your preferred location for the service. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund.

A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

## **REMOVAL OF WATER METERS**

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

## **DAMAGED OR STOLEN METERS**

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.

- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

## **SEWER**

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au)

Any unused sewer connection branches at the site must be cut and sealed.

## **AMENDMENTS**

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

SOL Conveyancing Pty Ltd C/- Triconvey2 (Reseller)  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 6798260082  
**Rate Certificate No:** 30839625

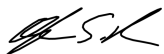
**Date of Issue:** 02/04/2024  
**Your Ref:** 675356

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
22 GALLIVANT DR, DOREEN VIC 3754	1509\PS724909	5103828	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$20.03
Residential Water and Sewer Usage Charge Step 1 – 41.800000kL x \$3.34380000 = \$139.77 Step 2 – 35.200000kL x \$4.38730000 = \$154.43 Estimated Average Daily Usage \$3.10	11-11-2023 to 14-02-2024	\$294.20	\$0.00
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$114.47
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$29.38
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		-\$29.86 cr
	<b>Total for This Property</b>		\$155.12

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and

payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

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

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

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

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

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**Property No:** 5103828

**Address:** 22 GALLIVANT DR, DOREEN VIC 3754

**Water Information Statement Number:** 30839625

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 67982600828

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

SOL Conveyancing Pty Ltd C/- Triconvey2 (Reseller)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 675356

NO PROPOSALS. As at the 2th April 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

22 GALLIVANT DRIVE, DOREEN 3754  
CITY OF WHITTLESEA

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

Date of issue: 2th April 2024

Telephone enquiries regarding content of certificate: 13 11 71

# 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.