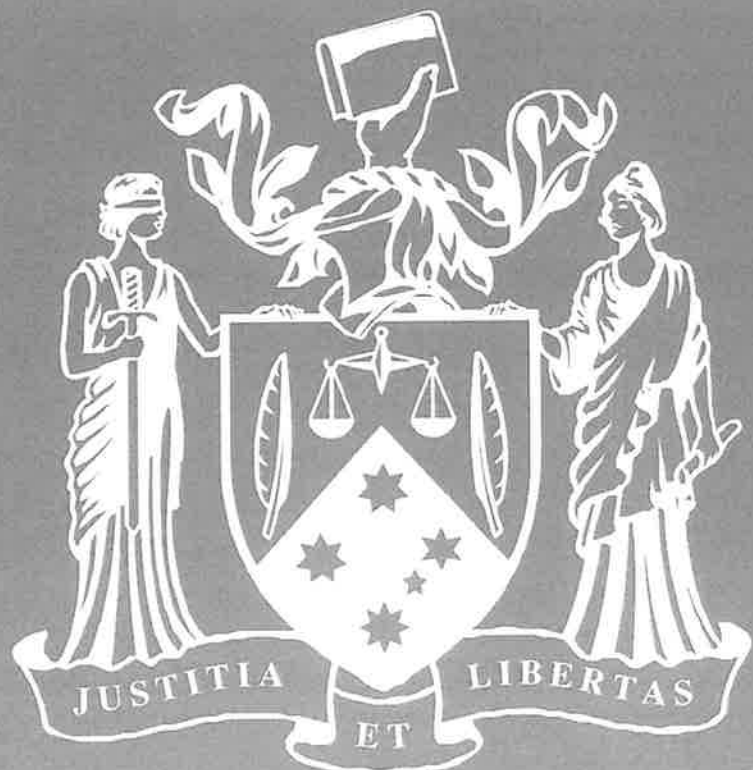


Contract of sale of land

Property: 23 Montana Way, Mill Park 3082

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AUSTRALIAN INSTITUTE OF CONVEYANCERS

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of Conveyancers (Victorian Division)

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

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 the 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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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 name(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 name(s) of person(s) signing: ANNA CONSTANTINOUS AND JOHN CONSTANTINOUS

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name: Stone Real Estate

Address:

Email:

Tel:

Mob:

Fax:

Ref:

Vendor

Name: **ANNA CONSTANTINO AND JOHN CONSTANTINO**

Address: and 23 Montana Way, Mill Park, VIC 3082 Australia

Vendor's legal practitioner or conveyancer

Name: Randles, Cooper & Co. Pty. Ltd.

Address: 234 Sydney Road, BRUNSWICK VIC 3056

Email: kate@randlescooper.com.au

Tel: : 03 9383 3366 Mob:

Fax: 03 9383 6297

Ref: KM:230921

Purchaser

Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

Tel: Fax: DX:..... Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10307	Folio	448	214	PS344461S

If no title or plan references 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 **23 Montana Way, Mill Park 3082**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)* All fixtures and fittings of a permanent nature

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

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.*

- GC 23 – special condition**
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - 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
 - 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
 - the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- 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
 - 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':
- the parties agree that this contract is for the supply of a going concern; and
 - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - 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:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - '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:
- immediately applied for the loan; and
 - did everything reasonably required to obtain approval of the loan; and
 - 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
 - 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:
- 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;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - 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:
- 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;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - 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:
- 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
 - the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - the vendor is taken to own the land as a resident Australian beneficial owner; and
 - 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:
- 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
 - 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:
- 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;
 - promptly provide the vendor with proof of payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - 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:
- the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	23 Montana Way, Mill Park 3082
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Vendor's name	Anna Constantinou	Date 29/6/24
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Vendor's signature		
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Vendor's name	John Constantinou	Date 29/6/24
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Vendor's signature		
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Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

1. FINANCIAL MATTERS

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

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

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

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 under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

3.4 **Planning Scheme**

See attached

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):

See attached

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”)**

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"/>
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9. **TITLE**

Attached are copies of the following documents:

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*.

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

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)

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 10307 FOLIO 448

Security no : 124115531212Y
Produced 04/06/2024 11:54 AM

LAND DESCRIPTION

Lot 214 on Plan of Subdivision 344461S.
PARENT TITLE Volume 10285 Folio 945
Created by instrument PS344461S 21/11/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JOHN CONSTANTINOU
ANNA CONSTANTINOU both of 23 MONTANA WAY MILL PARK VIC 3082
AF324402H 07/09/2007

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT U986634G 16/09/1997

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
R253505E 12/03/1991

DIAGRAM LOCATION

SEE PS344461S 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: 23 MONTANA WAY MILL PARK VIC 3082

DOCUMENT END

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AGREEMENT

R253505 E

IMAGED

PLANNING AND ENVIRONMENT REGULATIONS 1988

REGD

Lodged at the Titles Office by
Gadens Rodgerway
Code 1471B

120301 1258 (MSC #5) R253505E

~~120301 1258 (MSC #5) R253505E~~

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY
under Section 181 Planning and Environment
Act 1987 for entry of a MEMORANDUM OF
AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificates of Title to the land referred to.

LAND

Certificates of Title Volume 9937 Folios 946 to 954 (b.i.) Volume 9938 Folio 293, Volume 9947 Folios 850, 852 and 853, Volume 9992 Folios 757, 759, 763 and 764, Volume 10000 Folios 350, 351, 369, 370, and that part of Volume 10000 Folio 372 shown coloured on the attached plan.

*Notes: 10073-664 (b.i.)
665*

ADDRESS OF THE LAND

Latrobe Research and Development Estate, Mill Park.

RESPONSIBLE AUTHORITY

City of Whittlesea, High Street, Epping.

A memorandum of the within instrument
has been entered in the Register Book.

PLANNING SCHEME

Whittlesea Planning Scheme



AGREEMENT DATE

2/10/1989

AGREEMENT WITH

Sabellia Pty. Ltd.
Suite 4, Level 1
1012 Doncaster Road
Doncaster

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority

Name of Officer

Date

L. G. Esmond
L. G. Esmond
6. March, 1991.

R 253505E

PARTIES:

THE MAYOR, COUNCILLORS AND CITIZENS OF
THE CITY OF WHITTLESEA
("the City")

- and -

SABELLIA PTY. LTD.
("the Owner")

SECTION 173 AGREEMENT

GADENS RIDGEWAY
SOLICITORS,
575 BOURKE STREET,
MELBOURNE. 3000.

Phone: (03)-614 4844
Telex: AA35297GADENS.
Fax: (03)-614 3770
Ausdoc: 232 MELBOURNE.

Ref: NRM JWD jb
SABELAG

THIS AGREEMENT is made the 2ND day of OCTOBER 1989
pursuant to Section 173 of the Planning and Environment Act
1987 ("the Act")

B E T W E E N:

First Party - THE MAYOR, COUNCILLORS AND CITIZENS OF
THE CITY OF WHITTLESEA
of Municipal Offices, High Street,
Epping

("the City"), AND -

Second Party - SABELLIA PTY. LTD.

of Suite 4, 1st Floor 1012 Doncaster
Road, Doncaster

W H E R E A S:

NOT CERTIFIED
WITH ("the Owner")
STAMP DUTY
26 OCT 1989
Comptroller of Stamps

- A. The Owner is the registered proprietor of all of the land contained in Certificate of Title Volume 9858 Folio 594 ("the Land") which Land is subject to the Whittlesea Planning Scheme ("the Scheme").
- B. The City is the Responsible Authority for the Scheme.
- C. Pursuant to the Scheme the use and development of the Land is to take place in accordance with the Overall Development Plan prepared pursuant to Clause 22ZB of the Scheme and approved by the Minister for Planning and Environment ("the Minister") and the City. The Overall Development Plan was approved by the City on the 8th August 1988 and the Minister on the 11th August 1988.
- D. The Board of Management ("the Board") as required by the Scheme has been established and approved by the Minister for Industry, Technology and Resources and

the Minister and an agreement dated the 7th day of July 1989 has been entered into by the Board and the City ("the Management Agreement") providing for the management and administration of the use and development of the Land (which Land, and only the Land is zoned La Trobe Research and Development Zone ("the Zone")). The Management Agreement includes provision for the preparation of:

- (1) development guidelines including architectural and landscape guidelines; and
- (2) a statement indicating those research and development fields or uses which would be endorsed by the Board.

E. The City and the Owner have reached agreement with regard to the administration and supervision of the future management and development of the Zone and now desire to set out their agreement.

NOW IT IS AGREED as follows:

1. The Development guidelines including architectural and landscape guidelines for the development of the Zone endorsed by the Board are contained in Schedule A of this Agreement ("the Guidelines").
2. The statement indicating the preferred fields of research and development endorsed by the Board for establishment in the Zone are contained in Schedule B of this Agreement.
3. The Owner covenants that in relation to the Land it shall comply with the requirement that the Board's decisions and provisions of the Scheme are implemented and adhered to and acknowledges that the City shall enforce this requirement.

4. With regard to Clause 3 of this Agreement the Owner shall comply with the requirement that, and the City shall ensure that:-

4.1 the City has prior to any construction on any land in the Zone the following documents or information and that such documents and information comply with the requirements of the Scheme and any decisions of the Board:

4.1.1 a site plan showing the proposed levels, all site features, the location of proposed buildings, walls, screens, fences, lawn and vegetation, swimming pools, roofed areas, paved areas, utility lines, mechanical equipment and roof drainage disposal;

4.1.2 a building floor plan showing the room layout and uses, exterior living areas and garages;

4.1.3 a roof plan showing the room layout and prominent features;

4.1.4 an elevation drawing showing:

(a) the principal exterior elevations (front, back and side views of all the structures above the surface) of the land as at the date of settlement;

(b) details of fences and walls (including retaining walls and screen walls), swimming pools, exterior railings and any other decorative features;

4.2 the Owner shall not make or allow to remain any improvements on the Land other than improvements constructed strictly in accordance with the Scheme and the Guidelines. The City shall also ensure that any improvements intended for or constructed upon the land in the Land:

4.2.1 will not detract from the general amenity of the neighbourhood, are not unsightly or in poor taste or likely to result in a reduction in value of other properties in the Zone;

4.2.2 that the Owner maintain to a high standard and co-operate with the City to ensure that maintenance throughout the Zone all their property, all landscaping car parking and buildings, and that part of any road reserves and public areas in the vicinity of their property in a clean, neat and tidy state (which includes all windows of any buildings on their land) regularly cleaned and all gardens and lawns regularly attended to to meet the City's high standards for the Zone.

5. The City agrees to give (for as long as Sabellia Pty. Ltd. owns any land in the Zone) due consideration to and, where possible, implement any recommendations put forward by Sabellia Pty. Ltd. in relation to the management, administration, use and development of the Zone which are in conformity with the Guidelines and will keep Sabellia Pty. Ltd. informed of all matters in relation thereto.

6. The parties agree that this Agreement shall come into effect as and from the date of this Agreement and shall relate to all land in the Zone.
7. The parties agree and acknowledge that the Owner shall be entitled to lodge a written complaint with the City or the Board with regard to any alleged failure of any other land owner or occupier in the Zone to comply with the requirements of this Agreement.
8. The parties agree and acknowledge that upon the execution of this Agreement, the City will apply to the Registrar of Titles to register a Memorandum of this Agreement under the Transfer of Land Act 1958 so as to effect all of the Land. The parties further agree and acknowledge that upon registration all covenants in this Agreement run with the land affected and that the City as responsible authority may enforce the covenant against any person deriving title from the Owner as if it were a restrictive covenant despite the fact that the covenant may be positive in nature or that it is not for the benefit of any land owned by the City.
9. Reference to "the Owner" in this Agreement shall include and bind all transferees assigns and successors in title to the Owner.
10. The Owner agrees to reimburse the Solicitors acting for City the fees necessary to lodge this document with the Registrar of Titles and the City's reasonable costs for approval of this Agreement within two (2) months of the lodgment of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of THE MAYOR,)
COUNCILLORS AND CITIZENS OF)
THE CITY OF WHITTLESEA was)
hereunto affixed ~~in accordance~~)
~~with its Articles of~~)
~~Association~~ in the presence of:)



..... *Victoria Grant* Mayor

..... *J. Perkins* Councillor

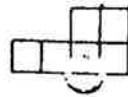
..... *[Signature]* Municipal Clerk

THE COMMON SEAL of SABELLIA)
PTY. LTD. was hereunto affixed)
in accordance with its Articles)
of Association in the presence)
of:)



..... *[Signature]* Director

..... *[Signature]* Secretary



LA TROBE UNIVERSITY RESEARCH AND DEVELOPMENT ESTATE

La Trobe University Research and Development Estate is a specialised estate designed to provide a supportive environment conducive to innovation and growth for organisations engaged in Research & Development and the commercial application of innovative, new technology. The following Site Planning Guidelines are established in order to ensure that the LaTrobe University Research & Development Estate is developed as a high quality development with a parklike environment. The Site Planning Guidelines are intended to implement the intent and purposes of the overall development.

La Trobe University Research and Development Estate differs from traditional industrial estates in three important aspects.

- (i) The physical environment is superior to that prevailing in traditional industrial zones - a potentially important factor in staff recruitment and retention.
- (ii) The development of the Estate will encourage innovative, new technology oriented organisations undertaking Research and Development.

One of the major potential benefits to occupants of the Estate is the ability to "co-locate" with other technology oriented organisations. There is no question that close physical proximity can be of direct benefit to a company.

- (iii) The Estate is under the direct control of a strong management board and is able to assist with development approvals, while providing ongoing commitment to creating a supportive and well maintained environment.

This Design and Performance Standard Guide outlines the general criteria applying to organisations establishing within the Estate. Whilst the development and operational guidelines are intended to promote the development of a high quality Estate accommodating a wide range of complementary uses, the Board of Management's underlying philosophy is one of flexibility. All proposals are assessed on their individual merits, and the Board of Management should be consulted at an early stage in the formulation of specific site development proposals.

MILLAR SMITH PARTNERSHIP

April 1989

Update No. 8

JM120491/22

SCHEDULE B

LA TROBE UNIVERSITY

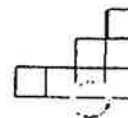
RESEARCH AND DEVELOPMENT ESTATE

RELEVANT AREAS OF EXPERTISE AT LA TROBE UNIVERSITY

Clients seeking to purchase or lease space on the Research and Development Zone of the Estate should have a genuine Research and Development component in their planned activities. All such applications will be considered on their merits but there are some areas of Research and Development where the University may be better able to respond to requests for co-operation. These include the following areas where University expertise is already being used by Government and Industry:

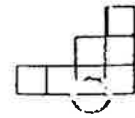
- * Agricultural Research
- * Artificial Intelligence
- * Biochemistry
- * Biotechnology
- * Brain Behaviour and Drug Addiction
- * Chemical Safety Testing
- * Communications
- * Cooperating Computing Systems
- * Drug Design
- * Electronics
- * Ergonomic Design
- * Geological Problems
- * Health Science
- * Instrumental Chemical Analysis
- * Microbiology
- * Neuroimmunology
- * Scientific Instruments
- * Space and Upper Atmosphere
- * Statistics
- * Telecommunications

Professor R D Topsom
Pro-Vice-chancellor (Research)



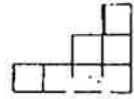
CONTENTS

	<u>PAGE</u>
INTRODUCTION	
1. DEVELOPMENT CONTROLS	1 - 2
1.1 Development Objectives	
1.2 Development Controls	
1.3 Development Plans	
2. ESTATE PLANNING CRITERIA	3 - 19
2.1 Design Principles	
2.2 Siting	
2.3 Setbacks	
2.4 Site Coverage	
2.5 Building Heights	
2.6 Materials	
2.7 Storage, Service and Loading Areas	
2.8 Refuse Collection Areas	
2.9 Screening of Exterior Mechanical Equipment	
2.10 Screening of Exterior Electrical Equipment and Substations	
2.11 Fences and Walls	
2.12 Services and Communications Devices	
2.13 Facade Treatment	
2.14 Vistas/Sight Lines	
2.15 Landscaping	
2.16 Carparking	
2.17 Maintenance	
2.18 Exterior Signage	



CONTENTS cont/...

	<u>PAGE</u>
2. ESTATE PLANNING CRITERIA	3 - 19
2.19 Lighting Guidelines	
3. PERFORMANCE STANDARDS	19
APPENDIX (i) - PLANT TYPES	
APPENDIX (ii) - LANDSCAPE DETAILS	
APPENDIX (iii) - CONSULTANTS	



1. DEVELOPMENT CONTROLS cont/...

1.2 Development Controls

The controls upon allotment development are generally contained within the planning ordinance and covenants on title. Compliance with these ordinances would ensure planning approval.

Prior to submission to the responsible authority, development proposals are to be submitted to the Board of Management for approval which would not be unreasonably withheld.

1.3 Development Plans

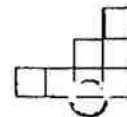
A proposal for the construction, major alterations or demolition of any building structure must be accompanied by a Development Plan which is to include the following:

Preliminary Concept:

- a) Site Analysis - the identification of all siting constraints and opportunities.
- b) Design Requirements - brief of proposed development.
- c) Development Strategies - density of land use, site zoning studies etc.
- d) Concept plans including circulation, service, landscape and noise control proposals. Description of proposed structures.

The Allotment Development Plan should be accompanied by the following detailed information:

- a) Site Plans sufficient to describe the proposed character of the site in relation to earthworks, site access, on-site parking provisions, stormwater drainage and landscaping proposals.
- b) Plans, sections, elevations and perspectives of the proposed buildings sufficient to describe the character of the proposal including external details, materials and colour.
- c) Proposed arrangements for vehicular ingress and egress during construction and arrangements for retaining, stockpiling and replacing topsoil and removing building debris.



2. ESTATE PLANNING CRITERIA

2.1 Design Principles

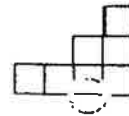
The use of steel, concrete and to a lesser extent masonry, in industrial buildings has been inseparably linked to developments in technology and building practices and has resulted in an industrial architecture which is highly derivative, but at times inappropriate for particular industry types or physical environments. This Estate is located within a highly sensitive landscape zone. It consists of gently undulating grasslands with individual stands of majestic red gums providing visual relief. The Plenty Gorge forms the eastern boundary of the Estate. The Gorge offers a spectacular landscape of natural woodlands, wild flower displays and abundant fauna species. This dominant landscape with its rural character should be recognised in the design philosophy. The planning principles should also seek to produce a strong division between urban (residential) areas and this rural setting by sensitive landscape treatment. It is anticipated that this approach will result in a vigorous yet formal and stylistic re-interpretation of current building techniques and materials. This metaphorical linkage (with rural setting) can be achieved by efficient structural forms in combination with open and flexible space. Enclosures can be free flowing and light-filled continuous spaces with a degree of transparency and lightness in both the external wall and the roof. Their overall compositional relationship to other parts of the building and the selection of materials can be quite freely determined.

External walls should be conceived as light claddings (composed in a variety of building materials and with a range of surface finishes, colours and degrees of transparency) which encase the structural frame, or infill the zones between the positions of vertical structure.

Both wall and roof are usually clad over secondary structure fixed to the main structural frame and composed of a series of layers, consequently they can be relatively free to be varied in the choice of materials, degree of transparency, degree of openability and so on.

Materials and colours should be chosen to blend with the natural colours and textures of the landscape.

Internal walls can be similar to those on the exterior in that they are non-load-bearing elements. This results in the freedom to locate, shape and select materials for them to suit a range of spatial requirements.



2. ESTATE PLANNING CRITERIA cont/...

2.1 Design Principles cont/...

Further, they can be conceived of as temporary, moveable, adaptable, and/or demountable lightweight elements which can be removed without placing the structural skeleton of the building in jeopardy.

The main compositional notion is that while the structure might be arranged in a simple and relatively rigid geometrical arrangement, the internal walls can be freely located, with the space so defined assuming a wide range of other geometric shapes. Similarly, circulation spaces can be defined by geometrics which need not necessarily follow the geometry of the frame.

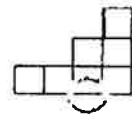
2.2 Siting

The Research and Development zone concept envisages an estate in which landscaping has a strong unifying role, creates an aesthetically appealing setting and outlook from premises, and helps soften the interfaces between industry and housing.

The buildings should be sited to take full advantage of the environmental quality presented by the landscaping, and to enhance and form part of the landscape. Only the less attractive parts of buildings should be screened from view.

The buildings and landscaping should be planned together, to define spaces and create a visually attractive, reasonably sheltered environment. The following points should also be considered:

- a) Minimum conflict shall exist between service vehicles, private vehicles, and pedestrians within the site.
- b) Visitor building entries shall be readily identifiable and accessible to the first-time visitor.
- c) Building entries shall be highlighted by such features as:
 - i) Entry porte-cocheres
 - ii) Plazas
 - iii) Special planters and plantings
 - iv) Architectural walls



2. ESTATE PLANNING CRITERIA cont/...

2.3 Setbacks

a) Front Setbacks

Building set-backs on most of the Estate are 10m and carparking setback at 4.5 metres from property lines. This is normally adequate to achieve effective landscaping, with scope for some attractive open lawn areas or safe inclusion of small-medium trees. To be able to include larger trees, wider landscape areas are needed but this need not apply to all lots.

Where practicable, the office components of buildings should be brought forward to the minimum defined setback.

Alternatively, trees and shrubs should be planted so that, without hiding attractive buildings, they help frame the spaces around the road reserves.

b) Sideages to Streets

Buildings set-backs from side property lines to streets are to be at least 4.5 metres, with cars setback at 3.0 metres.

c) Sideages to Other Lots

No side property set-backs are specified, though service easements, vehicular accessways and parking areas will commonly or at least partly separate buildings.

d) Setbacks to Angled Frontages and Sideages

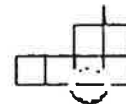
Where buildings are angled to the street, the set-back to the front wall and first car space may be averaged.

2.4 Site Coverage

The maximum building coverage of all buildings, including accessory buildings but not including parking structures or surface parking, shall not exceed 50 percent of the gross site area.

Site coverage should be determined with due consideration of the:

- a) area of building(s);
- b) number of employees (and hence carparking requirements);
- c) anticipated expansion;
- d) anticipated employment;
- e) peculiarities of the site;
- f) use of external areas.



2. BUILDING PRINCIPLES cont/...

2.5 Building Heights

Building heights should have regard to the surrounding development and the character of the locality in which the development is situated. Buildings will be limited to a maximum of 15 metres above ground level as required by the Planning ordinance. Due regard must be given to view corridors, where buildings should be substantially less than this maximum.

The major intent and purpose of the height restriction is to ensure that structures will:

- i) Be designed and located to provide adequate setbacks from adjacent public streets and adjacent properties.
- ii) Not adversely impact other developments in the area.
- iii) Not create excessive density.

2.6 Materials

All buildings are to be modern and progressive in design, concept and finish. Buildings should reflect the technology of today.

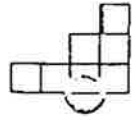
Materials:

a) Building exterior wall materials:

- i) One dominant material should be selected and expressed with its own natural integrity. Materials which convey permanence, substance, timelessness, and restraint are required.
- ii) Low maintenance should be a major consideration.
- iii) Drainage pipes on building fronts must be on the interior and not exposed.

b) Building Roofs:

- i) In instances where flat roof areas can be viewed from above, care should be taken that all roof vents, roof-mounted mechanical equipments, pipes, etc., are grouped together and painted to match roof color to reduce their appearance.
- ii) Sloped roof treatments are acceptable with certain exceptions. Sloped roofs may be of any traditional roof material except wood, fibreglass, and asphalt, unless specifically approved by the Board of Management.



2. BUILDING PRINCIPLES cont/...

2.6 Materials cont/...

b) Building Roofs cont/...

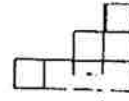
iii) Mechanical equipment screening: All roof-mounted mechanical equipment shall be screened from view by parapet walls or screening. Screens shall be attractive in appearance and reflect or complement the architecture of the building to which they belong. All screening shall be the height of the mechanical equipment, at a minimum. Consideration will be given to the view plane of adjacent developments.

Colors and Textures:

- a) Simple and uniform texture patterns are encouraged to create shadow patterns which will reduce the high visibility of the building.
- b) Variations in color shall be kept to a minimum.
- c) Colors shall be subdued in tone.
- d) Accent colors may be used to express corporate identity.

2.7 Storage, Service and Loading Areas

- a) Storage, service, maintenance and loading areas must be constructed, maintained and used in accordance with the following conditions:
 - i) No materials, supplies, or equipment, including trucks or other motor vehicles, shall be stored upon a site except inside a closed building or behind a durable material wall not less than 1.8m in height, screening such materials, supplies, or vehicles from adjacent sites so as not to be visible from neighbouring properties and streets. Any outdoor storage areas shall be located upon the rear portions of a site, unless otherwise approved in writing by the Board of Management. No storage areas may extend into a setback area.
 - ii) Provisions shall be made on each site for any necessary vehicle loading, and no onstreet vehicle loading shall be permitted.



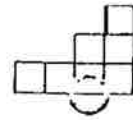
2. BUILDING PRINCIPLES cont/...

2.8 Refuse Collection Areas

- a) All outdoor refuse containers shall be visually screened within a durable 1.8m or higher noncombustible enclosure, so as not to be visible from adjacent lots or sites, neighbouring properties or streets. ~~No~~ refuse collection areas shall be permitted between a street and the front of a building.
- b) Refuse collection areas should be effectively designed to contain all refuse generated on site and deposited between collections. Deposited refuse should not be visible from outside the refuse enclosure.
- c) Refuse collection enclosures should be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.
- d) Refuse collection areas should be so located upon the site as to provide clear and convenient access to refuse collection vehicles and thereby minimise wear and tear on on-site and off-site developments.

2.9 Screening of Exterior Mechanical Equipment

- a) Exterior components of plumbing, processing, heating, cooling, and ventilating systems (including but not limited to piping, tanks, stacks, collectors, heating, cooling, and ventilating equipment fans, blowers, ductwork, vents, louvers, meters, compressors, motors, incinerators, ovens etc) shall not be directly visible above any elevations.
- b) Any devices employed to screen exterior components of plumbing, processing, heating, cooling, and ventilating systems from direct view shall appear as integrated parts of the architectural design and, as such, shall be constructed of complementary and durable materials and finished in a texture and color scheme complementary to the overall architectural design and, as such, shall be constructed of complementary and durable materials and finished in a texture and color scheme complementary to the overall architectural design.
- c) Any exterior components of plumbing, processing, heating, cooling, and ventilating systems and their screening devices which will be visible from upper floors of adjacent buildings shall be kept to a visible minimum, shall be installed in a neat and compact fashion, and shall be painted such a color as to allow their blending with their visual backgrounds.



2. BUILDING PRINCIPLES cont/...

2.9 Screening of Exterior Mechanical Equipment cont/...

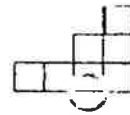
- d) No exterior components, of plumbing, processing, heating, cooling, and ventilating systems shall be mounted on any building wall unless they are integrated architectural design features.

2.10 Screening of Exterior Electrical Equipment and Substations

- a) Substations that may be visible from any primary visual exposure area shall be screened with either plantings or a durable non-cumbustible enclosure. Where possible, it is recommended that refuse containers and substations be integrated into the same enclosure.
- b) Substation enclosures should be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.
- c) When interior mounting is not practical, electrical equipment shall be mounted in a location where it is substantially screened from public view. In no case shall exterior electrical equipment be mounted on the street side or primary exposure side of any building.
- d) Exterior-mounted electrical equipment and conduits shall be kept to a visible minimum, where visible shall be installed in a neat and orderly fashion, and shall be painted to blend with their mounting and backgrounds.

2.11 Fences and Walls

- a) No fence or wall exceeding 1 metre in height shall be constructed closer than 3 metres, the kerb line of a fronting street.
- b) No fence or wall shall exceed a height of 1.8m unless otherwise approved in writing by the Board of Management.
- c) Walls and fences between buildings and fronting streets are discouraged, but when necessary shall require written approval by the Board of Management.
- d) All fences and walls shall be designed as integrated parts of the overall architectural and site design. All materials shall be durable and finished in textures and colors complementary to the overall architectural design.



2. BUILDING PRINCIPLES cont/...

2.12 Services and Communications Devices

- a) All exterior on-site services, including but not limited to drainage systems, sewers, gas lines, water lines, and electrical, telephone, and communications wires and equipment, ~~shall be installed and maintained~~ underground.
- b) On-site underground services shall be designed and installed to minimise the disruption of off-site services, paving, and landscape during construction and maintenance.
- c) Temporary overhead power and telephone facilities are permitted during construction.

2.13 Facade Treatment

All buildings should have a clearly defined front facade (although office developments will have less functional difference than other uses). "Backs" of buildings should not address roads; and should not address public open space areas unless substantially screened.

Buildings abutting Plenty Road should substantially present front facades but without encouraging the appearance of access off Plenty Road (this may entail restriction on advertising. For example limitations on the size, height and type of advertising may be solved by the adoption of a standard type of sign.) Where this is not practical, set-backs to enable substantial screening will be necessary.

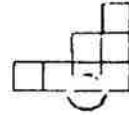
The treatment of front facades should aim to provide interest, express internal activity, project human scale, and provide locations for business names and other required signs.

Projections from vertical surfaces should be of adequate width and shape to ensure water is thrown clear of walls, to avoid linear staining.

2.14 Vistas/Sight Lines

Special attention should be given to:

Designing buildings and landscaping to preserve and reinforce important internal vistas; (as well as desirable external ones) into Plenty River for example, and vistas into the estate from the perimeter and entrance roads.



2. BUILDING PRINCIPLES cont/...

2.15 Landscaping

a) The Overall Theme

It is widely agreed that landscaping is important within industrial development. However, individual ~~owner~~ landscaping tends to produce an indifferent street character. On this estate, landscaping is required for what it does to the street as well as to individual premises. It is therefore proposed that greater benefit can be achieved if most of the landscaping emphasis is within the public domain. This requires the board of management to establish strict landscaping policies and guidelines for all concerned to relate to. It is also important for the Estate that landscaping does not start and end with plant material but includes outdoor furniture, sculpture, water and paving etc.

Two features are to mark the Estate's overall theme, the Plenty Gorge and locally indigenous vegetation, dominated by the red gums. These two features are to be combined to create a unique setting for the estate, ecologically and visually relating to the conservation areas.

Landscaping should be integrated into the overall concept, rather than treated as a series of cosmetic treatments.

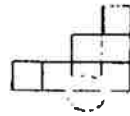
The projects' landscape planting, to be carried throughout, is a key to the way the estate is perceived, and to its relationship to sensitive surrounding areas. The intent of these guidelines is to provide design criteria which will fulfil aesthetic considerations and help insure an image that is distinctive and understandable, and that unifies the whole site.

The Landscape concept recognises ~~two~~ distinct zones, the streetscape zone and the interior zone.

b) Streetscape Zone

The streetscape zone is the primary image-setting zone and includes all streets. All improvements within this zone will have the greatest degree of control. Development within this area include:

- i) Nature strip zone - the area from the curb to the property line is designated as public right-of-way, and include elements such as walkway, planting, irrigation, lighting, signing, grading, the project entries. The remaining distance to the edge of parking or building is variable depending on type of street and building height.



2. BUILDING PRINCIPLES cont/...

2.15 Landscaping cont/...

b) Streetscape Zone cont/...

ii) Street intersections - the streetscape at intersections is to be treated with elements of enriched paving, lighting, and accent planting.

c) Streetscape Zone Design Concept

The Streetscape has three types of landscape character: that created by main roads within the R & D Estate; the Plenty Road frontage and associated plantation reserve; and internal access roads or drives.

i) Estate Roads - University Drive, Research Drive, etc: a row of eucalyptus mellicodora with background planting of E. Camaldulensis, E. Vininalis, E. Polyanthemos, E. Luehmanniana, E. Viridis. The spacing of 25 metres and character will allow visual penetration into individual sites, as well as providing a distinctive appearance throughout the year.

ii) Plenty Road and Plantation Reserve: this road frontage will be planted with selected groupings of e. Dumosa, E. Luehmanniana, E. Microcarpa, Grevillea Oleoides. The spacing of groups will allow visual penetration into the Estate and the river valley.

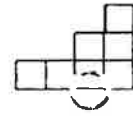
The Estate entries from Plenty Road will be emphasised by the use of restrained graphics and subdued lighting.

iii) Access roads and drives: These areas will be planted in accordance with the principles described in the sketches accompanying these guidelines.

Generally entries into individual sites will be emphasised by the use of restrained graphics and subdued lighting.

d) Individual Allotment Landscaping

The interior zone encompasses all site features from the setback line to the property boundary of each site. This zone is subject to the needs of each individual tenant and thus is meant to have a greater degree of flexibility than the streetscape zone. Concern in this area is focused on landscaping parking areas, rear and side property lines, and accent planting around buildings.



2. BUILDING PRINCIPLES cont/...

2.15 Landscaping cont/...

e) Allotment Design Concept

It is intended that the interior site developments of the LaTrobe University Research & Development Estate produce a strong sense of enclosure and informality for each tenant while remaining subordinate to the street-scape plantings. Parking areas are to be planted with a low overhead canopy of trees, while the periphery of the site is to be planted with natives in "woodland" mass planting.

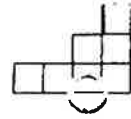
i) Design Requirements

- . Grading - Finish grading for each site shall meet the existing grade.
- . Parking - Surface parking should be screened by mounds and/or dense screen planting. Mounds may be used in association with retaining walls (maximum height 1 metre).
- . Screening shrubs - Shrubs from the lists appended, in combination with grading and walls, have been selected to aid in screening parking areas. The shrubs should be planted at a size to achieve height and width to effectively screen these areas.

ii) Parking Area Landscape Requirements

Tree Planting Requirements:

- . A minimum of one tree is required per five parking stalls. Trees must be placed in the immediate vicinity of parking stalls; credit will not be given for perimeter-edge tree plantings. Trees may be clustered.
- . Tree wells and planter areas within paved areas shall provide a minimum 1 metre clear planting space.
- . Curbs should be used in lieu of wheel stops around tree wells and planting areas.
- . The use of a single tree species throughout the parking area is encouraged. Tree and shrub species are to be selected from the appended lists.



2. BUILDING PRINCIPLES cont/...

2.15 Landscaping cont/...

e) Allotment Design Concept cont/...

iii) Interior Property Planting

Side and Rear Requirements:

- . A 3 metre minimum planting strip is recommended to be provided continuously along and adjacent to all interior property lines.
- . All site drainage shall be directed away from this zone.

f) Maintenance of Unimproved Sites

Sites that are not improved or built upon shall be maintained in a clean and neat appearance by the property owner. Weeds, brush etc will be removed twice a year. The Board of Management and its representatives have the right to perform the necessary maintenance and charge the individual tenant or property owner as required.

g) Landscape Coverage

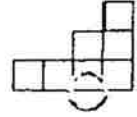
A desirable minimum of 15 percent of the area within the property lines of a development site should be devoted to landscaping. A larger percentage is, however, encouraged particularly where larger setbacks and taller buildings dictate.

2.16 Carparking

Adequate provision of on-site carparking for employees and visitors should be provided and appropriate details should be included in the Development Plan. Carparking provision should reflect the nature and scale of activities undertaken by individual organisations.

Adequate provision for loading and unloading of vehicles and parking of business vehicles should be made together with an area set aside for industrial waste collection.

Generally, carparking should be provided at the following rate of 2.8 CARS PER 100m² of gross floor area. More specifically, carparking ratios should be evaluated on the following criteria: office areas - 3.0 cars/100m² ; laboratory/research areas - 3.0 cars/100m² ; production areas - 2.0 cars/100m² ; storage areas - 1.25 cars/100m² .



2. BUILDING PRINCIPLES cont/...

2.16 Carparking cont/...

Large expanses of carparking should be broken up by appropriate landscape treatment. Carparking should be hidden from public view as much as possible.

The design, construction, layout and pavement of the parking areas should ensure the safety of the public and the free flow of traffic.

Any movement system, pedestrian or vehicular, should have regard to and complement the movement system operating within the Estate.

2.17 Maintenance

The occupier of any site on the Estate will be required to keep the allotment and buildings in a safe, clean condition, and comply in all respects with Government health requirements.

The occupier will be required to enter into a maintenance agreement. Removal of rubbish accumulated on the site shall be the responsibility of the individual occupiers.

2.18 Exterior Signage

a) Objective

To ensure that the exterior signs for each facility contribute to the aesthetic integrity of LaTrobe University Research & Development Estate.

b) Submittal

i) All proposed exterior signs for each facility shall be submitted to the Board of Management as part of the Preliminary Plan Submittal.

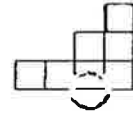
ii) Sufficient renderings to show sizes and placements of proposed signs, materials and colors sample boards, and preliminary details of sign construction shall be submitted for approval.

c) General Standards - Tenant Identification Signs

i) Signs shall be restricted to tenant identification only, either wall-mounted or free-standing.

ii) All signs attached to a building shall consist of individual letters, surface-mounted.

iii) No rooftop signs shall be permitted.



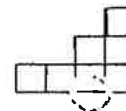
2. BUILDING PRINCIPLES cont/...

2.18 Exterior Signage cont/...

c) General Standards - Tenant Identification Signs cont/...

- iv) Signs visible from the exterior of any building, if illuminated, shall be internally illuminated, but no signs or any other contrivances shall be devised or constructed so as to rotate, gyrate, blink, or appear to move in any fashion.
- v) Public service devices such as clocks and temperature indicators shall be devoid of advertising.
- vi) No sign shall be attached to exterior glass (unless otherwise approved in writing by the Board of Management).
- vii) LaTrobe University Research & Development Estate shall be "Garamond".
- viii) Single-tenant (one tenant per building) identification sign: - individual letters - shall occupy one position on fascia per street frontage with two (2) fascia signs per tenancy maximum.
- ix) Tenants will be allowed the use of its own logo/logotype for its tenant identification. When tenant logo and logotype are used together, then logo and logotype shall not exceed 600mm in height (measured capital height). If logo is used alone, then maximum height of logo can be increased to 1000mm. Logotype, however, can never exceed 600mm in height. Maximum sign area shall not exceed 5m². The area of a wall sign shall be measured by a rectangle around the outside of the logo and/or logotype.

These signs shall be fabricated as individual letters and, if illuminated, shall be internally illuminated. No illuminated sign cabinets shall be permitted (unless otherwise approved by the Board of Management).
- x) Multitenant identification signs shall occupy one (1) position adjacent to individual tenant building entrance.
- xi) A tenant in a multitenant building will be allowed the use of its own logo/logotype for its tenant identification. Maximum sign area shall not exceed 2m².



2. BUILDING PRINCIPLES cont/...

2.18 Exterior Signage cont/...

xii) All other signs necessary for the effective operation of each facility shall be in project typeface, e.g. directional, control, etc.

d) General Standards - Free-Standing Tenant Identification Signs

i) Ground signs shall not exceed 1.2m above grade in height. No sign shall exceed 20m² in area (10m² per face, two-face maximum).

ii) Every allotment shall be restricted to one (1) ground sign.

iii) All ground signs shall have a minimum setback of 3m from the curb.

3) Miscellaneous Signs - Temporary Identification Signs

i) Sale or Lease Sign: One sign, not to exceed 3m² in area advertising the sale, lease, or hire of the site will be allowed.

ii) Construction Sign: One sign not to exceed 3m² in area denoting the architects, engineers, contractor, and other related subjects will be allowed at commencement of construction. Sign will be removed at the time the buildings is fit for occupancy.

iii) Temporary Future Tenant Sign: One sign allowing the identification of future tenants and other persons will be allowed. Such signs shall not exceed 1.5m² in area.

f) Material and Colors

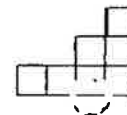
i) Colors shall be subdued in tone. Contrasting primary colors are not encouraged. All colors and materials shall be selected from a low-maintenance point of view.

ii) Repair and maintenance of all wall-mounted and/or free-standing tenant identification signs are the direct responsibility of the tenant.

2.19 Lighting Guidelines

a) Objectives

i) To contribute to the safe and efficient use of a development site.



2. BUILDING PRINCIPLES cont/...

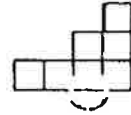
2.19 Lighting Guidelines cont/...

a) Objectives cont/...

- ii) To contribute to the site security.
- iii) To complement and reinforce the architecture and site design character.
- iv) To keep on-site parking-area lighting fixtures and illumination levels consistent throughout LaTrobe University R & D Estate.
- v) To prevent casting glare onto adjacent lots.
- vi) To prevent casting glare onto adjacent streets in such a manner as to decrease the safety of vehicular movement.
- vii) To encourage lighting design that is in conformance with energy-saving guidelines.

b) Guidelines

- i) All lighting potentially visible from an adjacent street, except bollard lighting less than 1.2m, shall be indirect or shall incorporate a cut-off shield-type fixture.
- ii) Lighting fixtures for parking areas, access drives, and internal vehicular circulation areas shall be cutoff type.
- iii) Service-area lighting shall be contained within the service yard's boundaries and enclosure walls. No light spillover should occur outside the service area. The light source should not be visible from the street.
- iv) Building illumination and architectural lighting shall be indirect in character. (No light source visible). Indirect wall lighting or "wall-washing" overhead down lighting, or interior illumination which spills outside is encouraged. Architectural lighting should articulate and animate the particular building design, as well as provide the required functional lighting for safety and clarity of pedestrian movement.
- v) Pedestrian walk lighting is divided into two types of areas:



2. BUILDING PRINCIPLES cont/...

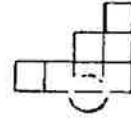
2.19 Lighting Guidelines cont/...

b) Guidelines cont/...

- . Primary areas. Outdoor pedestrian use areas such as courtyard, entryway, etc. Pedestrian-area lighting should achieve a uniformity of illumination.
- . Secondary areas. Walk lighting, where point-to-point lighting is acceptable, with no specific illumination levels is required. The main emphasis in this area should be to clearly identify the pedestrian walkway and direction of travel.

3. PERFORMANCE STANDARDS

Occupants of the Estate will need to abide by regulations as required under existing planning legislation. The Board of Management and their appointed consultants will assist applicants to obtain the necessary consents and approvals.



PLANT TYPES

A. WOODLAND FOREST TYPES

Eucalyptus Camaldulensis	River Red Gum
Eucalyptus Goniocalyx	Long Leafed Box
Eucalyptus Polyantheros	Red Box
Eucalyptus Leucoxylon	Yellow Gum
Eucalyptus Sideroxylon	Iron Bark
Eucalyptus Radiata	Narrow Leaf Peppermint
Eucalyptus Meluodora	
Eucalyptus Nicholi	Willow Leaf Peppermint
Sasuarina Torulosa	Forest Oak

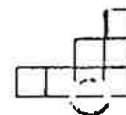
B. ROAD PLANTING

(Informal Planting layout)

Eucalyptus Leucoxylon	Yellow Gum
Eucalyptus Sideroxylon	Iron Bark
Eucalyptus Radiata	Narrow Leaf Peppermint
Acacia Melanoxylon	Blackwood

C. BUFFER ZONE/AMENITY PLANTING

Acacia Melanoxylon	Blackwood
Acacia Pycnantha	Golden Wattle
Acacia Prominens	
Acacia Vestita	
Acacia Boommanii	
Callistemon Paludosus	River Bottlebrush
Lptospermum Lanigerum	Wooly Teatree
Carosuantha Littoralis	
Westringia Longifoing	
Lomandra Longifolia	Spring headed matrush
Themeda Australia	Kangaroo Grass
Cassina Linfolia	Shiny Cassinia
Hardenbergia Violacen	
Enostemon Myoporoides	
Halcea Nodosa/Kunzea Panifera/Melaleuca Hyperiufo	
Acacia Drummondi	Drummond Wattle
Acacia Howittii	Sticky Wattle
Anigozanthus Flavida	Strap Leaf
Banksia Spinulosa	Hairpin Banksia
Bauera Seasiliflora	
Brachysema Lanceolatum	
Callistemon 'Captain Cook'	
Callistemon 'Reeves Pink'	
Calothamnus Villosus	
Calothamnus Quadrifidus	Common Net Bush
Cassia Artemisiodes	Silver Cassia
Eriostemon Myoporoides	
Grevillea Arenaria	
Grevillea Asplenifolia	Fern Leaf Grevillea



APPENDIX (i) cont/...

C. BUFFER ZONE/AMENITY PLANTING cont/...

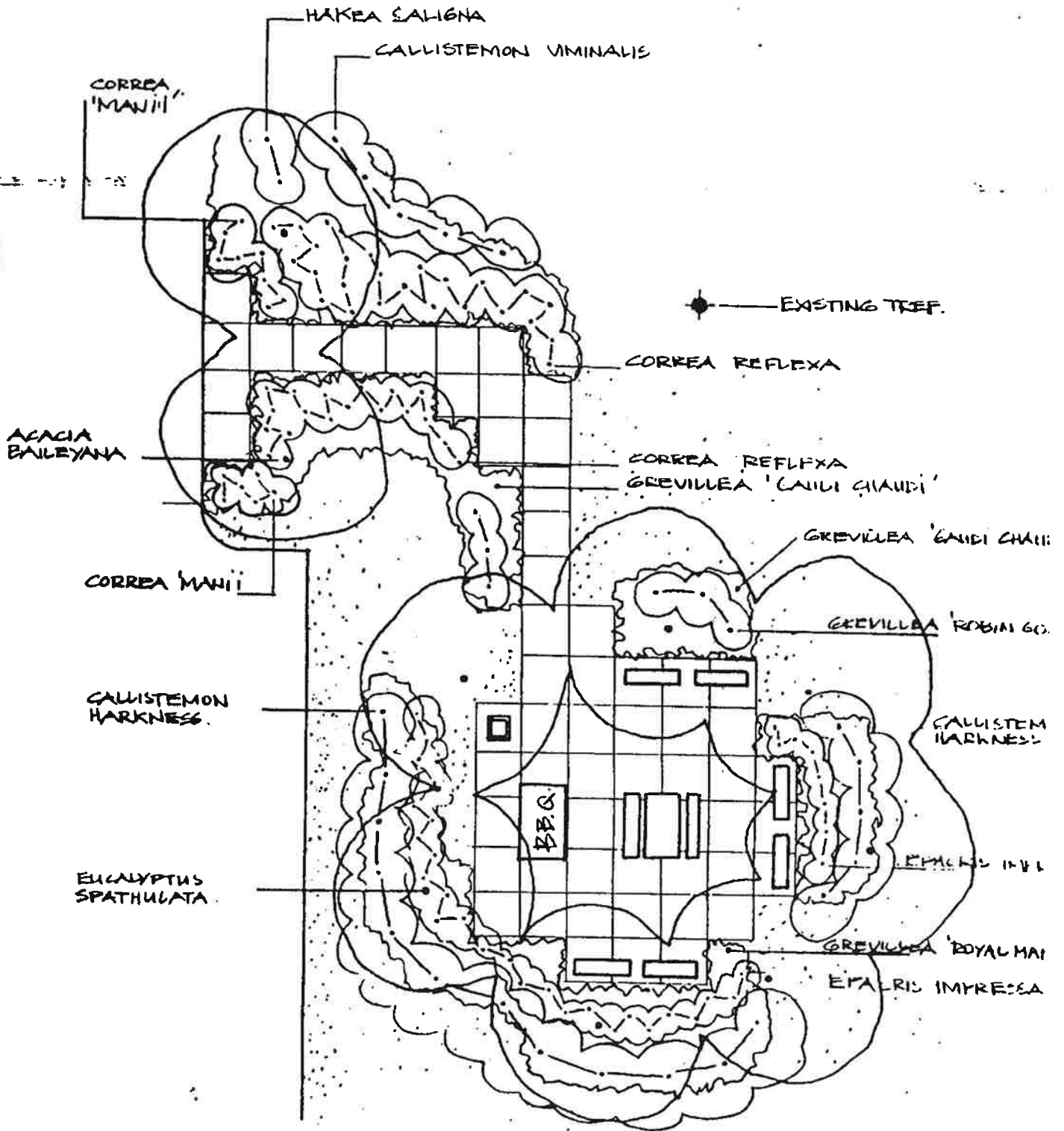
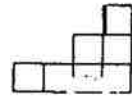
Grevillea Banksii	
Grevillea 'Clearview Species'	
Grevillea 'Crosbie Morrison'	
Grevillea Hookerana	Tooth Brush Grevillea
Grevillea Longifolia	
Grevillea Oleoides	
Grevillea 'Poorinda species'	
Kunzea Baxteri	
Melaleuca Decussata	Cross Leaf Honeymyrtle
Melaleuca Incana	Grey Honeymyrtle
Acacia Baileyana	Cootamundra Wattle
Acacia Fimbriata	Fringe Wattle
Acacia Pravissima	Ovens Wattle
Banksia Ericifolia	Golden Banksia
Callistemon 'Harkness Hybrid'	
Callistemon Salignus Rabra	Weeping Bottle Brush
Callistemon Viminalis	Weeping Bottle Brush
Casuarina Stricta	Drooping She Oak
Eucalyptus Platypus	Round Leaf Moort
Eucalyptus Spathulata	Swamp Mallee
Eucalyptus Torquata	Coral Gum
Eucalyptus Macrandra	Flowering Matlock
Hakea Laurina	
Hakea Saligna	Willow Hakea
Leptospermum Citratum	Lemon Scented Tea-tree
Melaleuca Linarifolia	Flaxleaf Paperbark
Melaleuca Armillaris	Bracelet Honeymyrtle

D. GROUND COVER

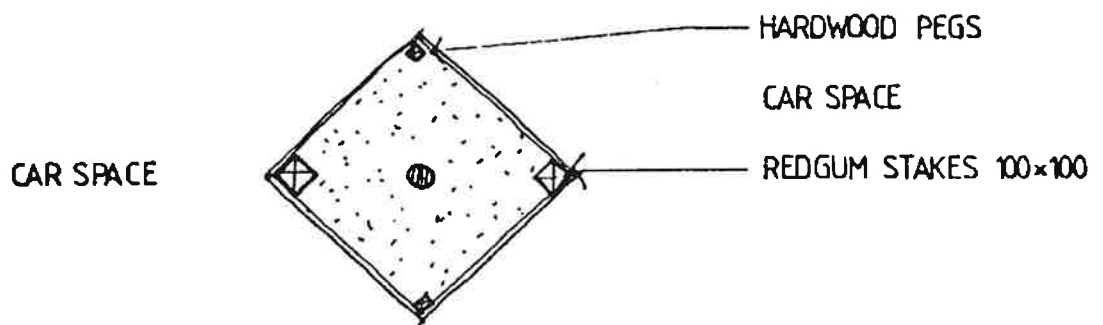
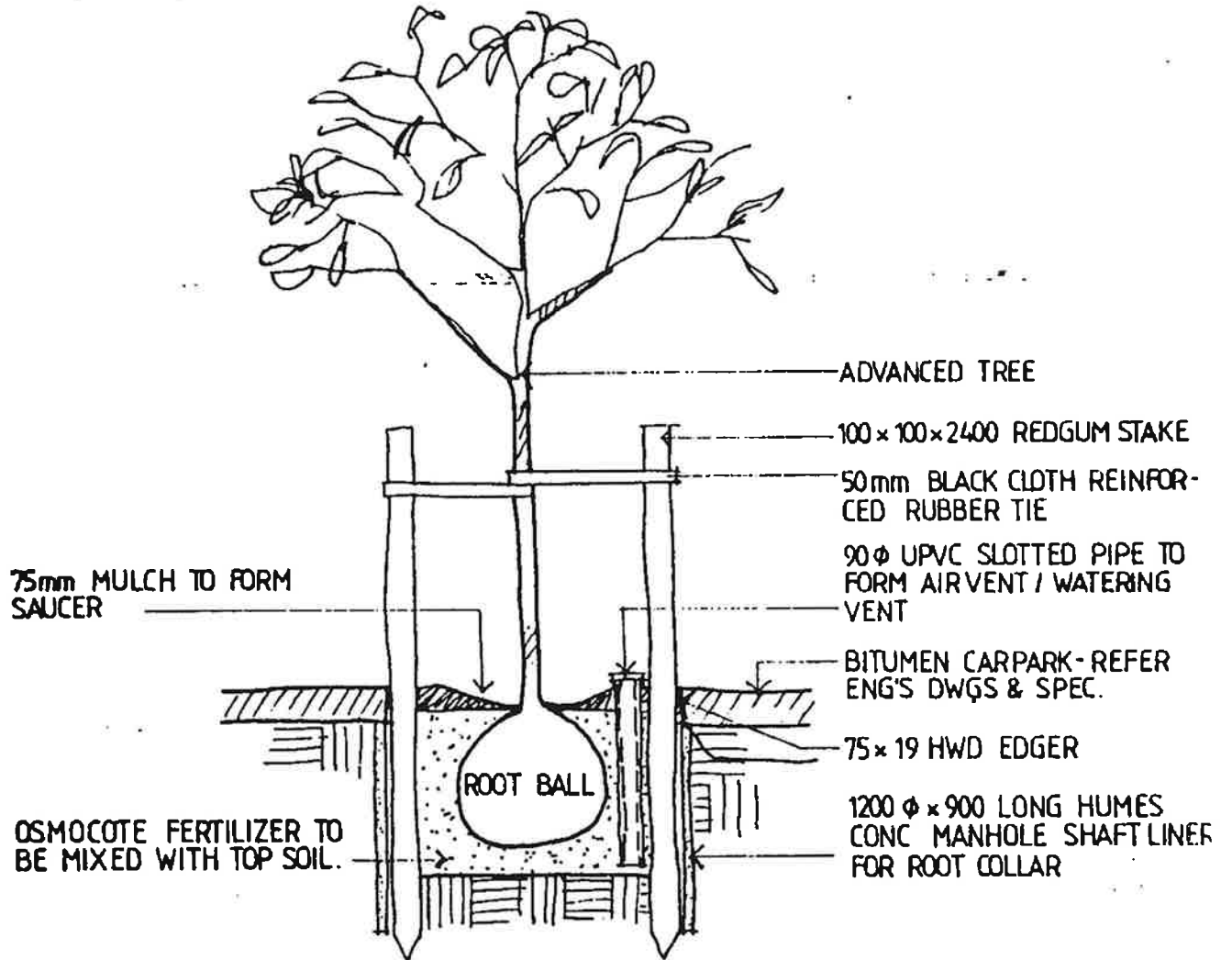
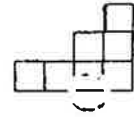
Hardenbergia Violacea	
Kennedia Coccinea	
Kennedia Nigricans	
Kennedia Prostrate	Running Postman
Grevillea 'Royal Mantle'	
Grevillea 'Gaugi Chaudi'	
Hardenbergia Comptoniana	

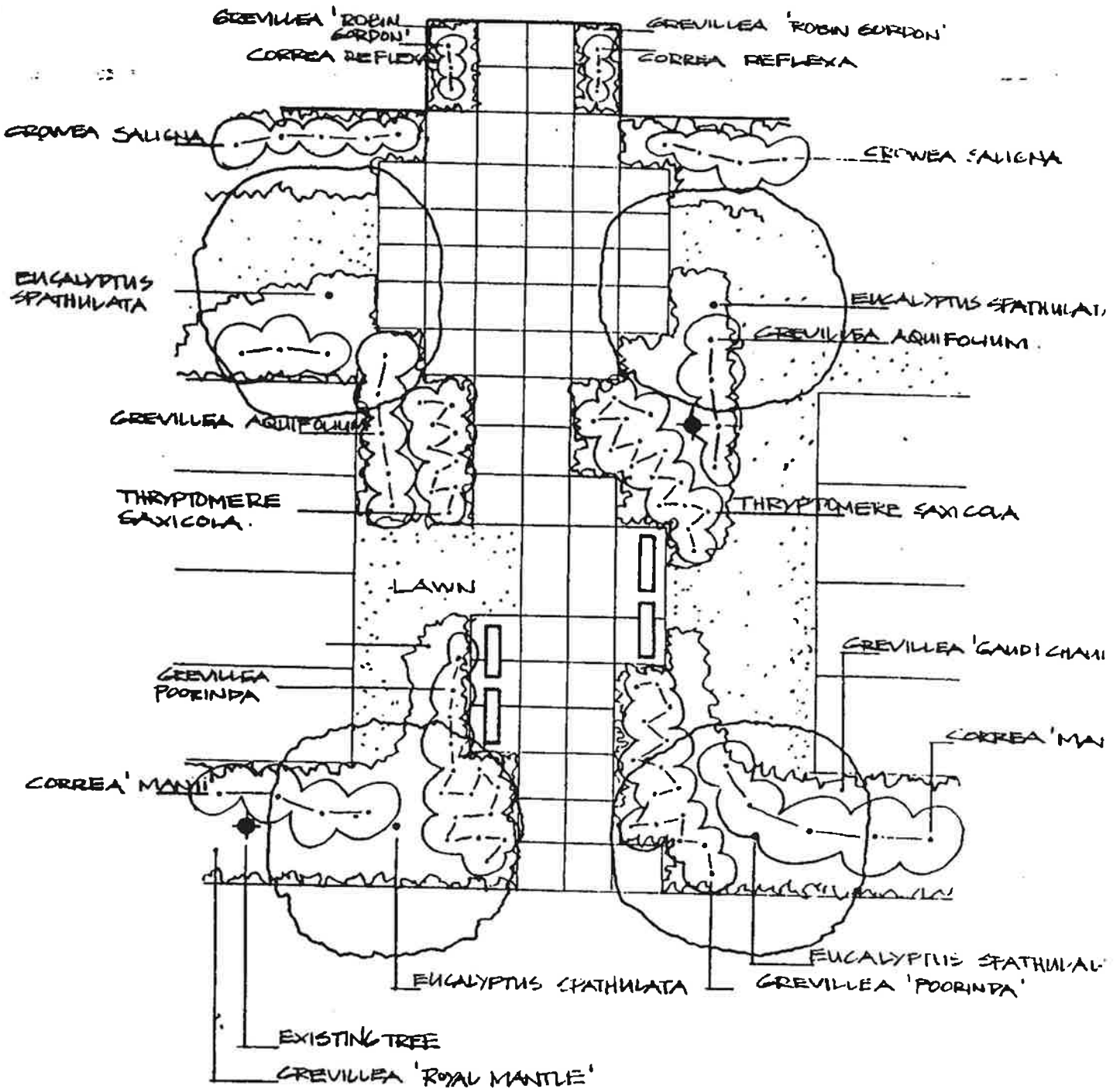
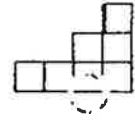
Shrubs under 1m

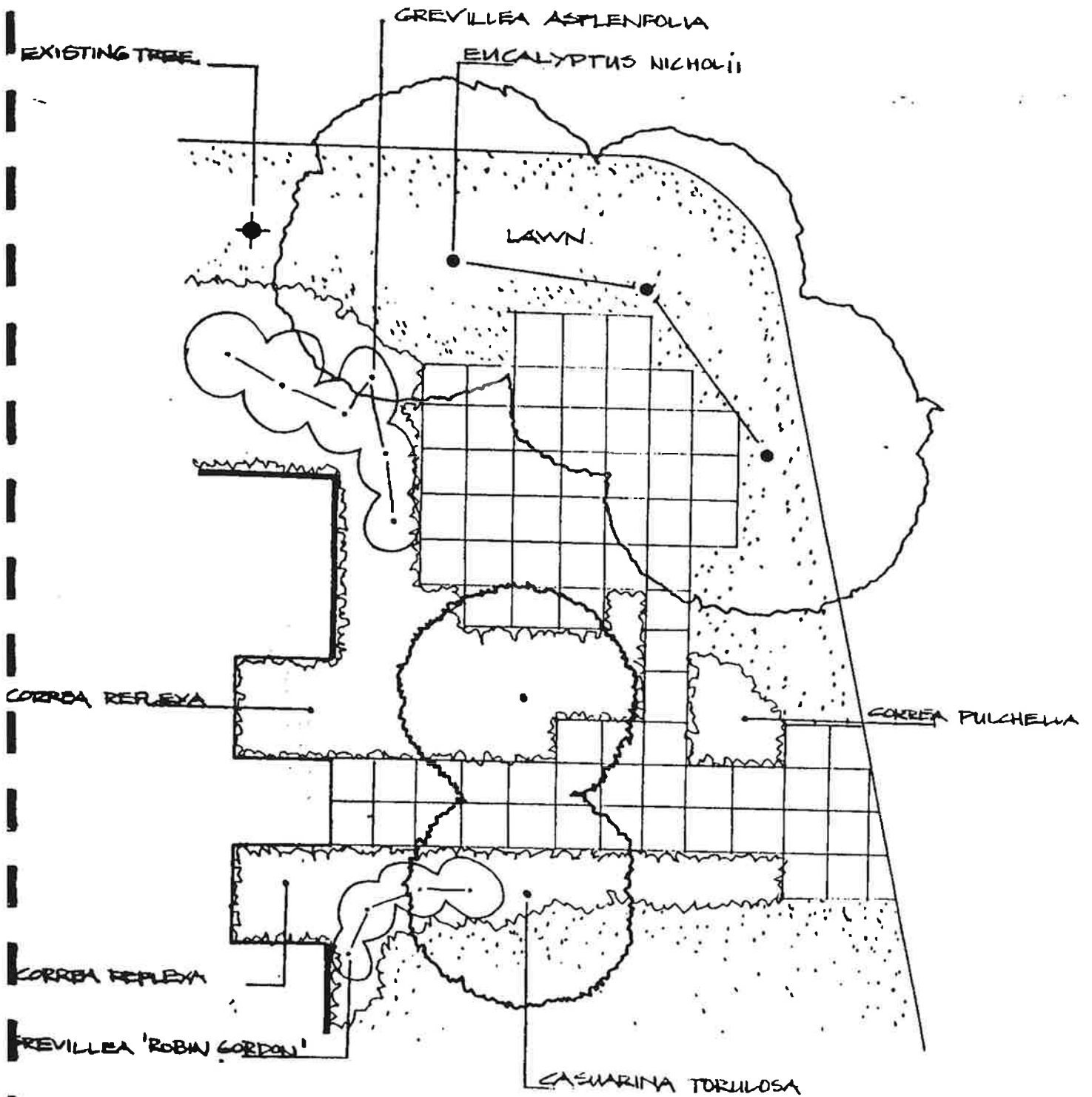
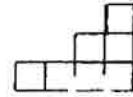
Correa 'Manii'
Correa Pulchella
Correa Reflexa
Crowea Saligna
Epacris Impressa
Grevillea Aquifolium
Grevillea Lavandulacea
Grevillea 'Robin Gordon'
Thymptomene Saxicola



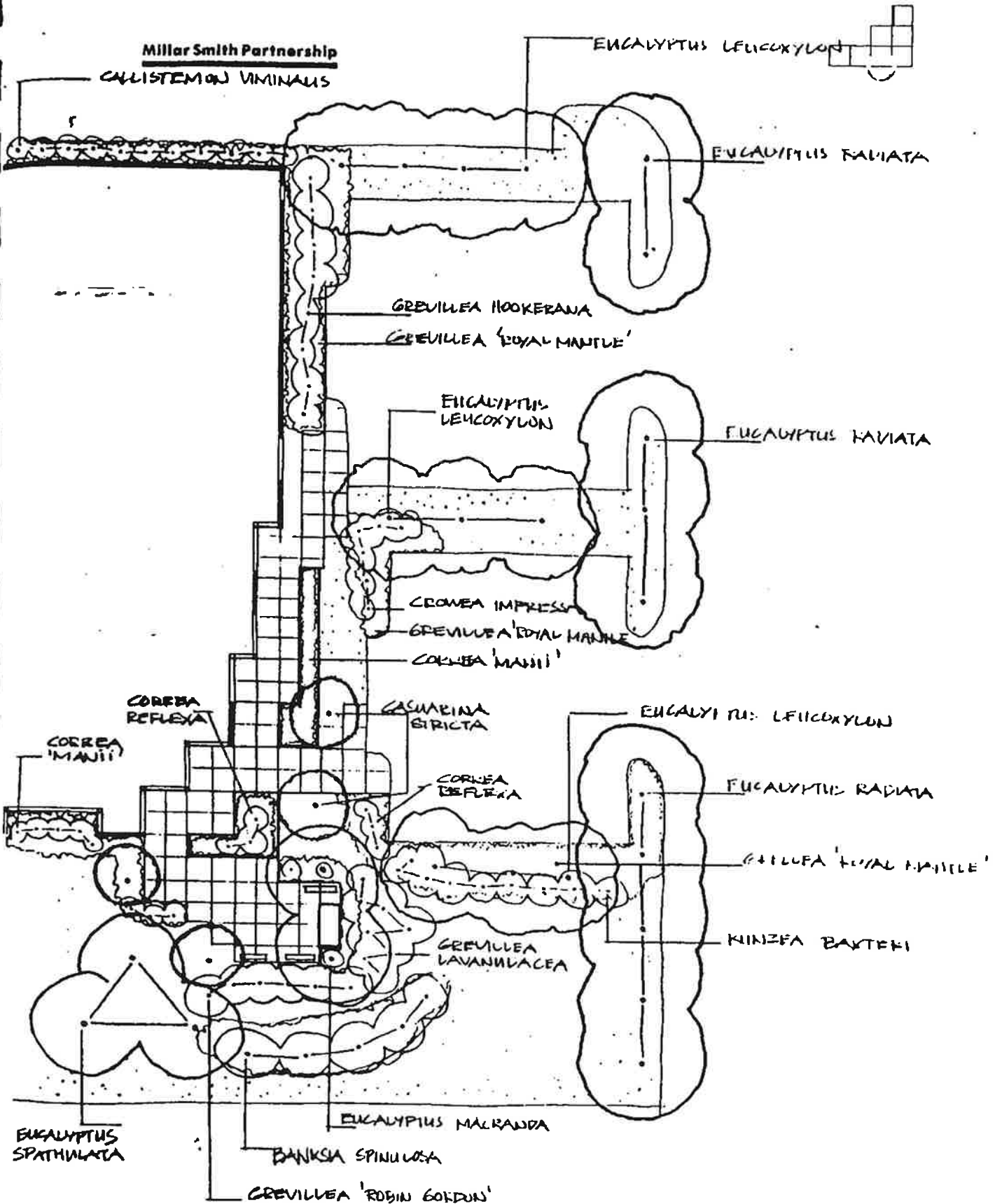
SITE FURNITURE LOCATION
SCALE 1:100



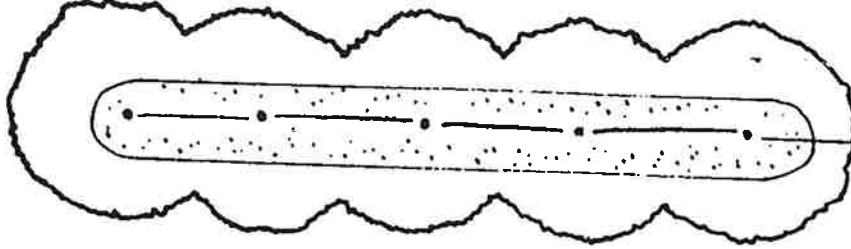
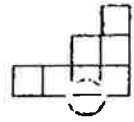




Millar Smith Partnership



entry and carparking



E. SIDERXYLON.

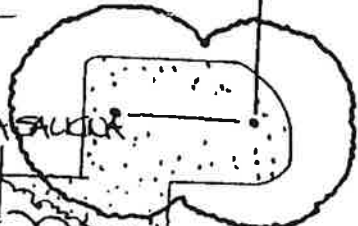
E. LEUCOXYLON.



E. LEUCOXYLON.

CASUARINA STRICATA.

HAKEA SALICINA.



HAKEA SALICINA.

GREVILLEA 'ROYAL MANTLE'

HAKEA LAURIA

GREVILLEA 'ROYAL MANTLE'

E. SPATHULATA 'MANII'

CORREA.

GREVILLEA 'ROBIN CORDON'

GROVEA SALICINA

E. RADIATA

GREVILLEA 'ROBIN CORDON'

CORREA 'MANII'

E. SPATHULATA

GROVEA SALICINA.

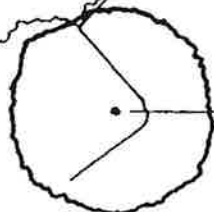
CORREA 'MANII'

GREVILLEA 'ROBIN CORDON'

CORREA 'MANII'

E. RADIATA.

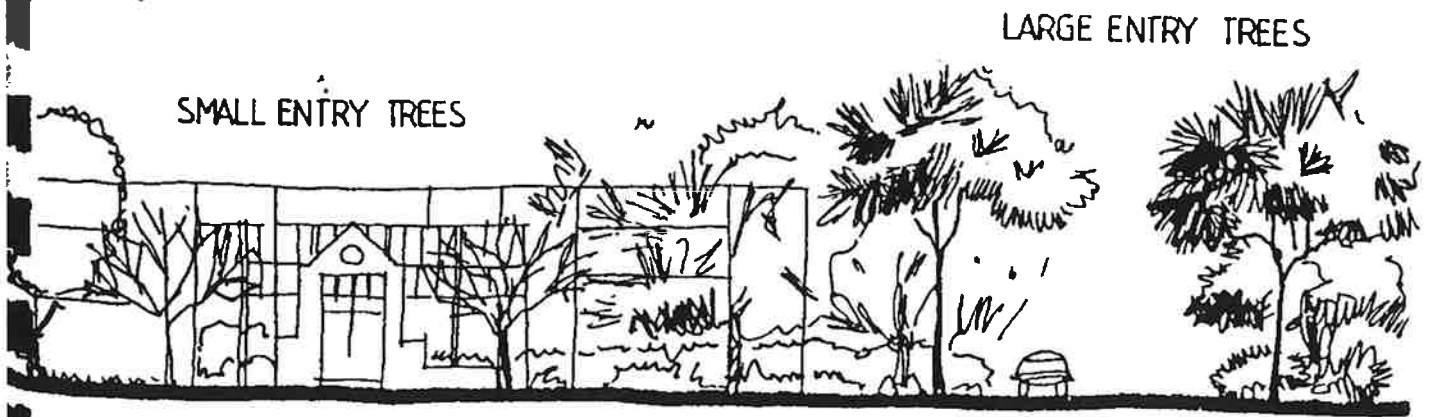
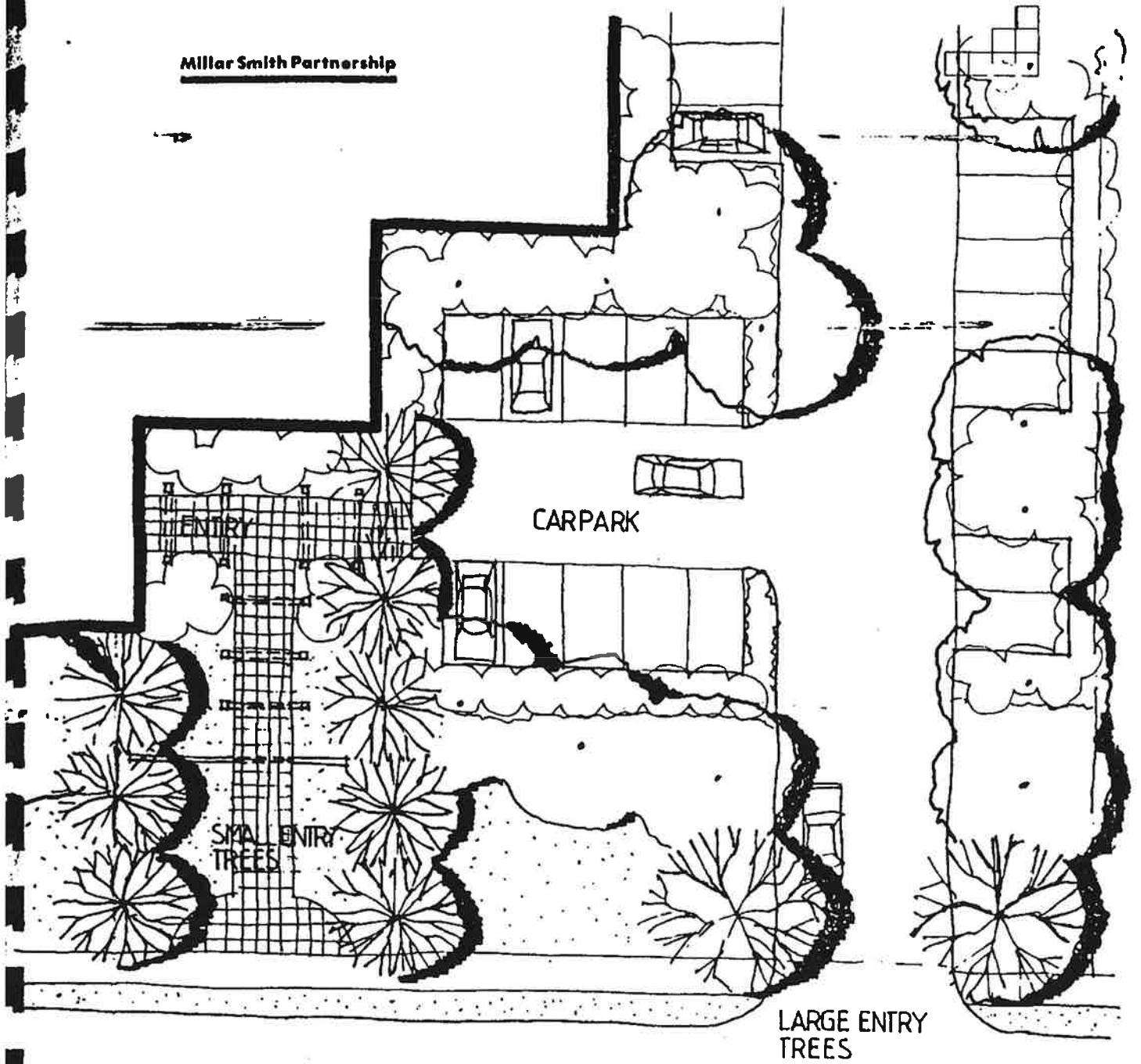
E. SPATHULATA.



E. RADIATA.

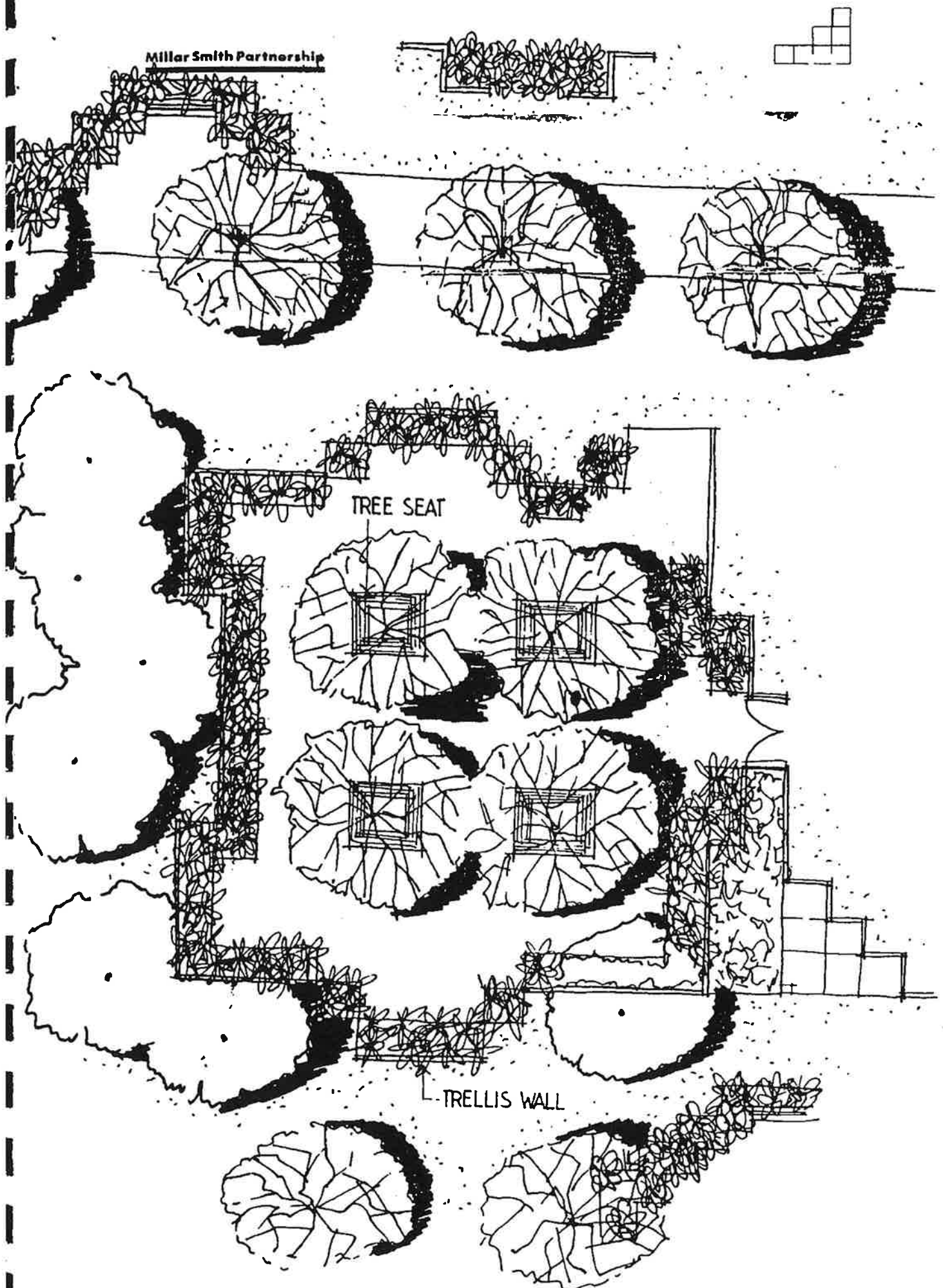
entry planting

Miller Smith Partnership

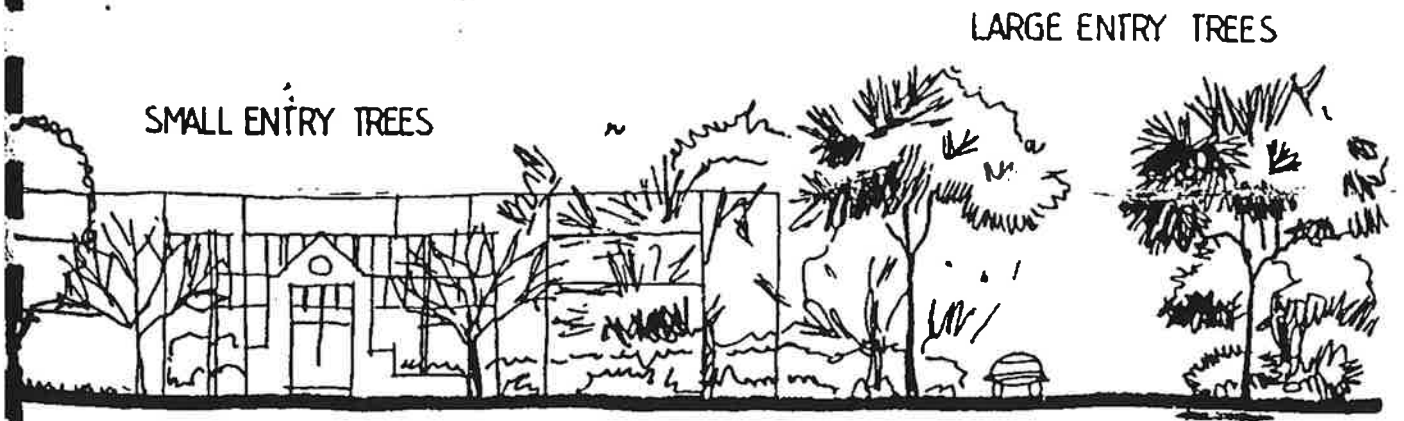
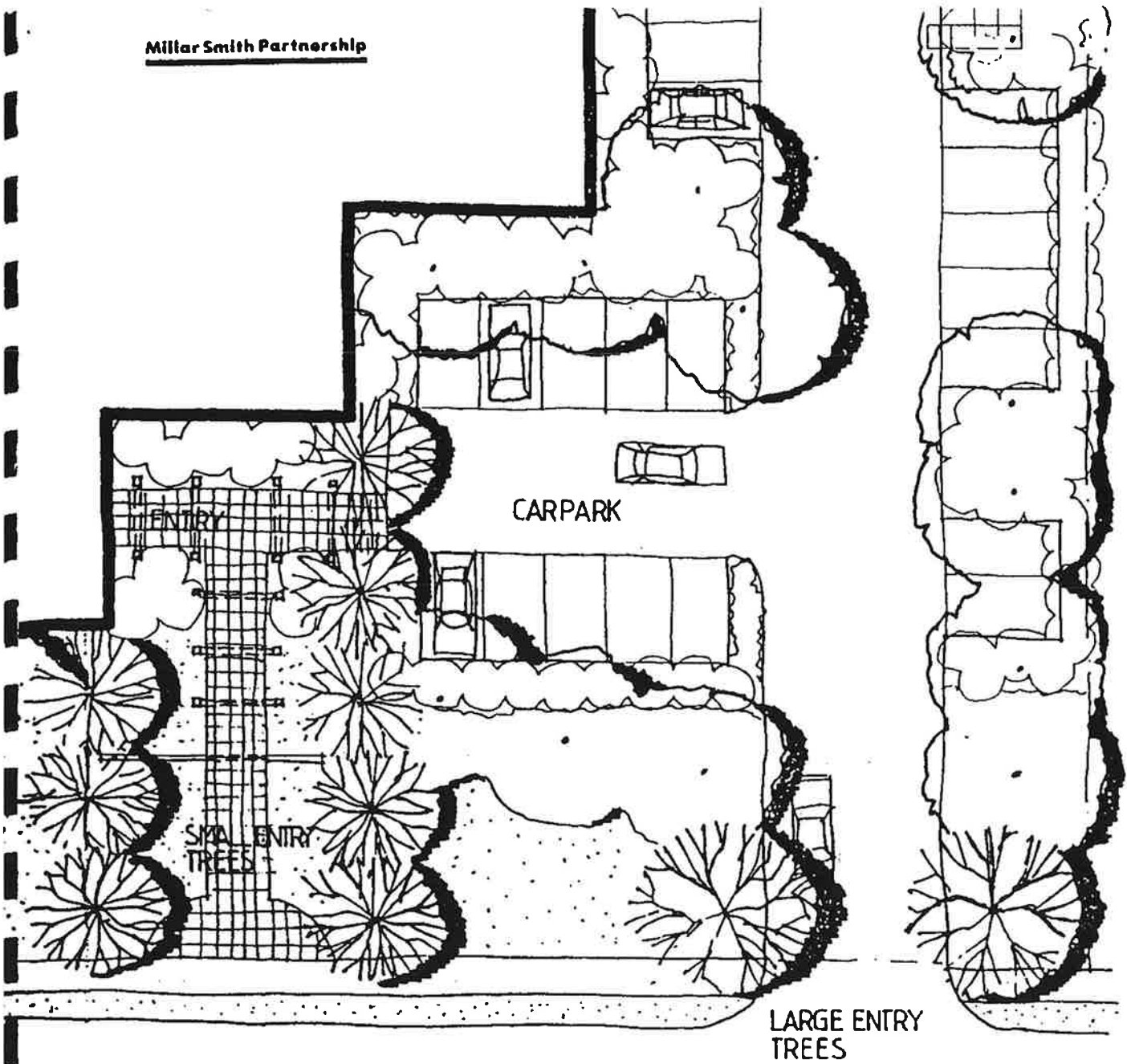


entry concept

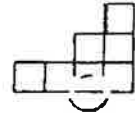
Millar Smith Partnership



courtyard

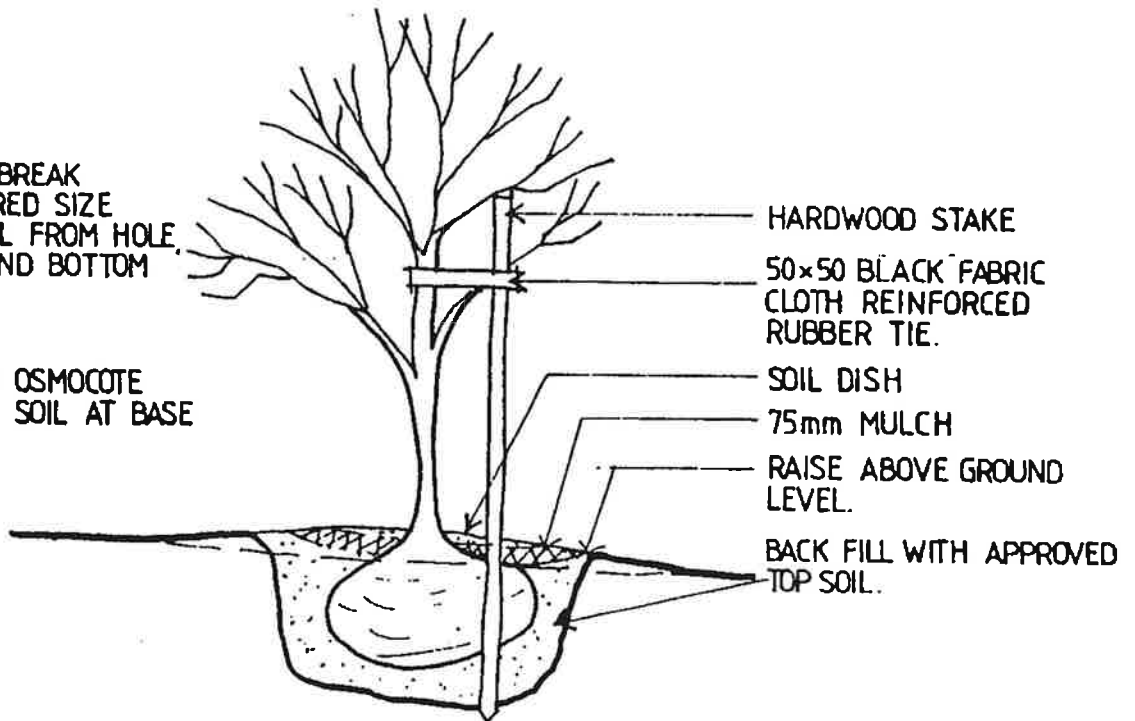


entry concept

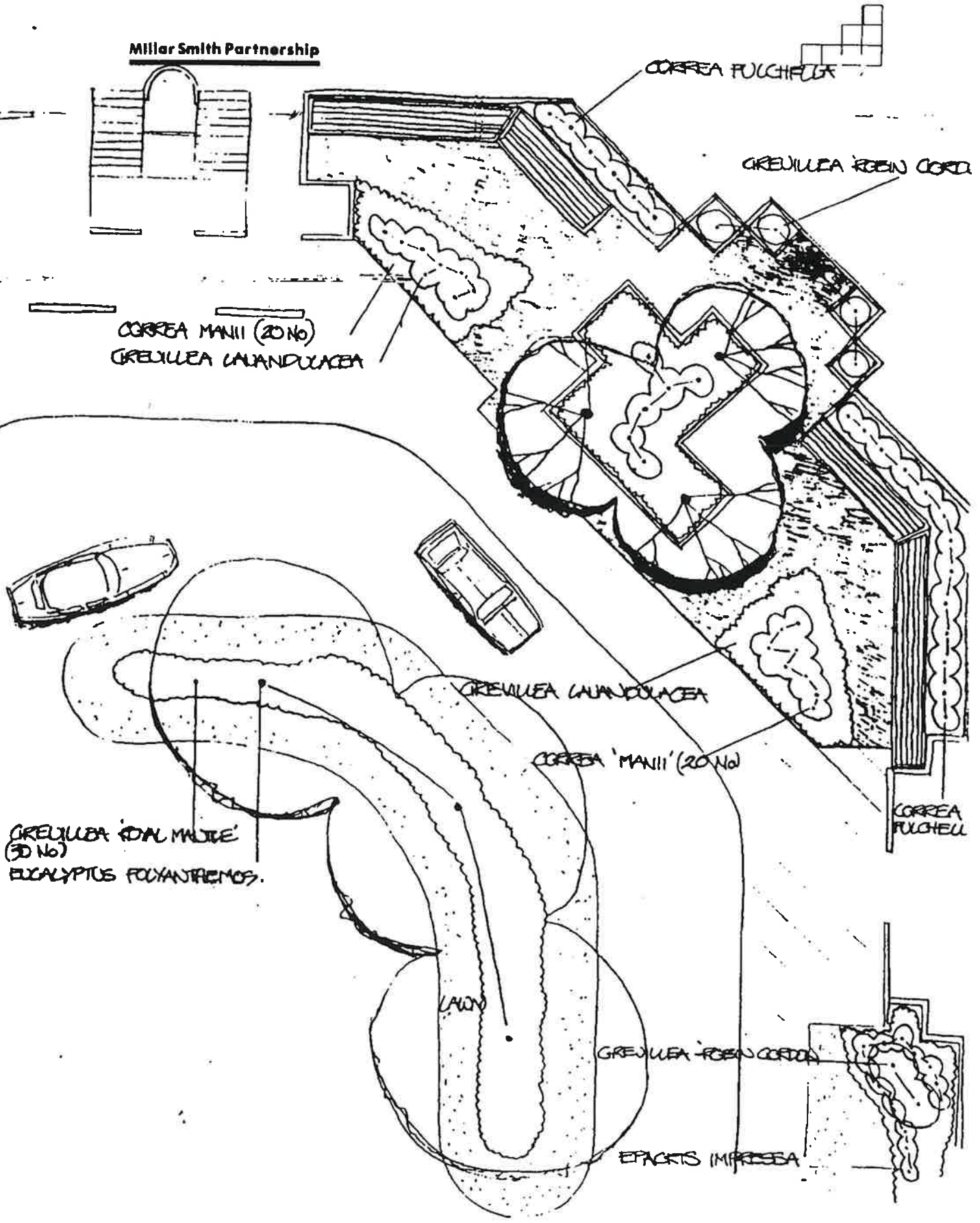


AUGER, DIG OR BREAK HOLE TO REQUIRED SIZE. REMOVE SUBSOIL FROM HOLE. BREAK SIDES AND BOTTOM OF HOLE.

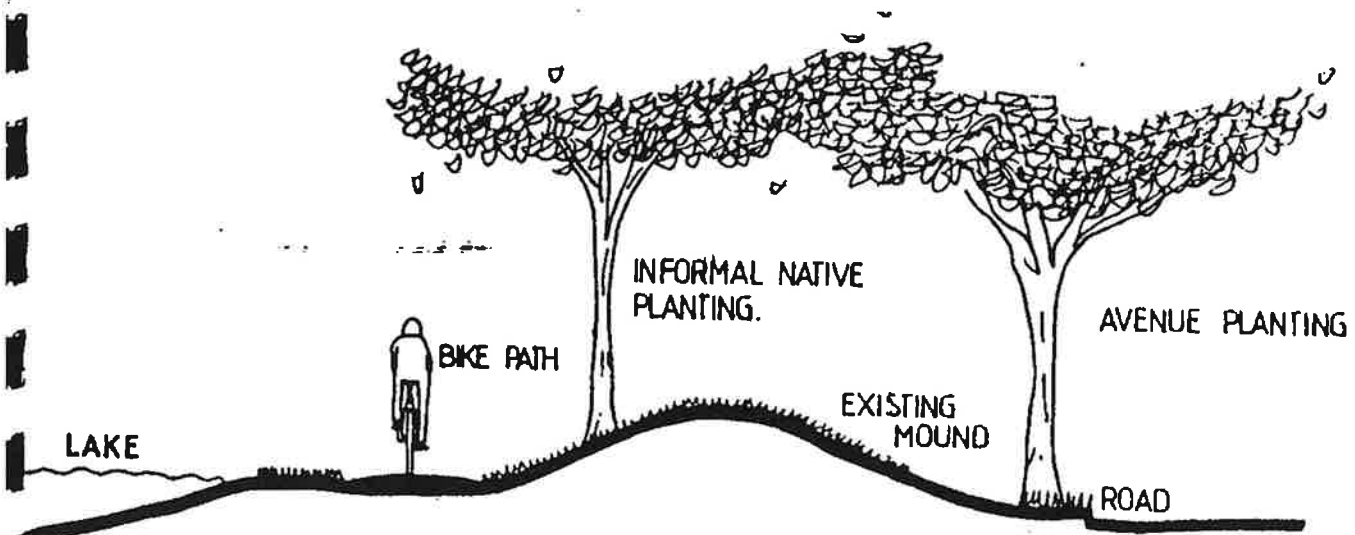
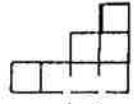
THOROUGHLY MIX OSMOCOTE FERTILIZER INTO SOIL AT BASE OF HOLE.



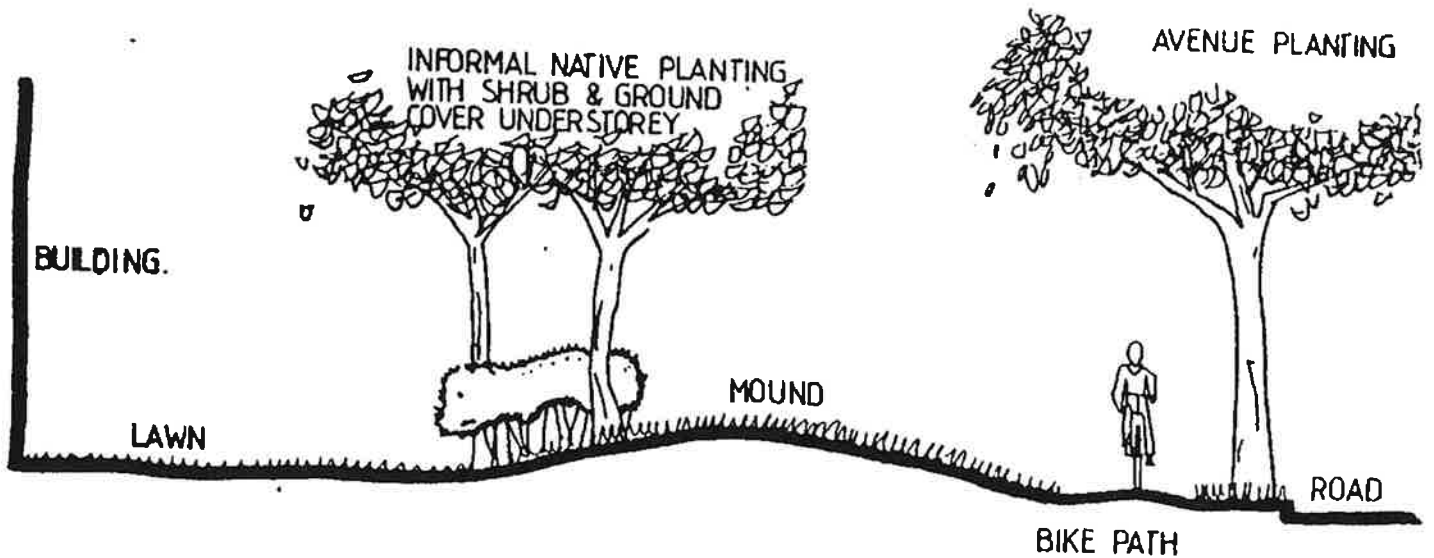
Miller Smith Partnership



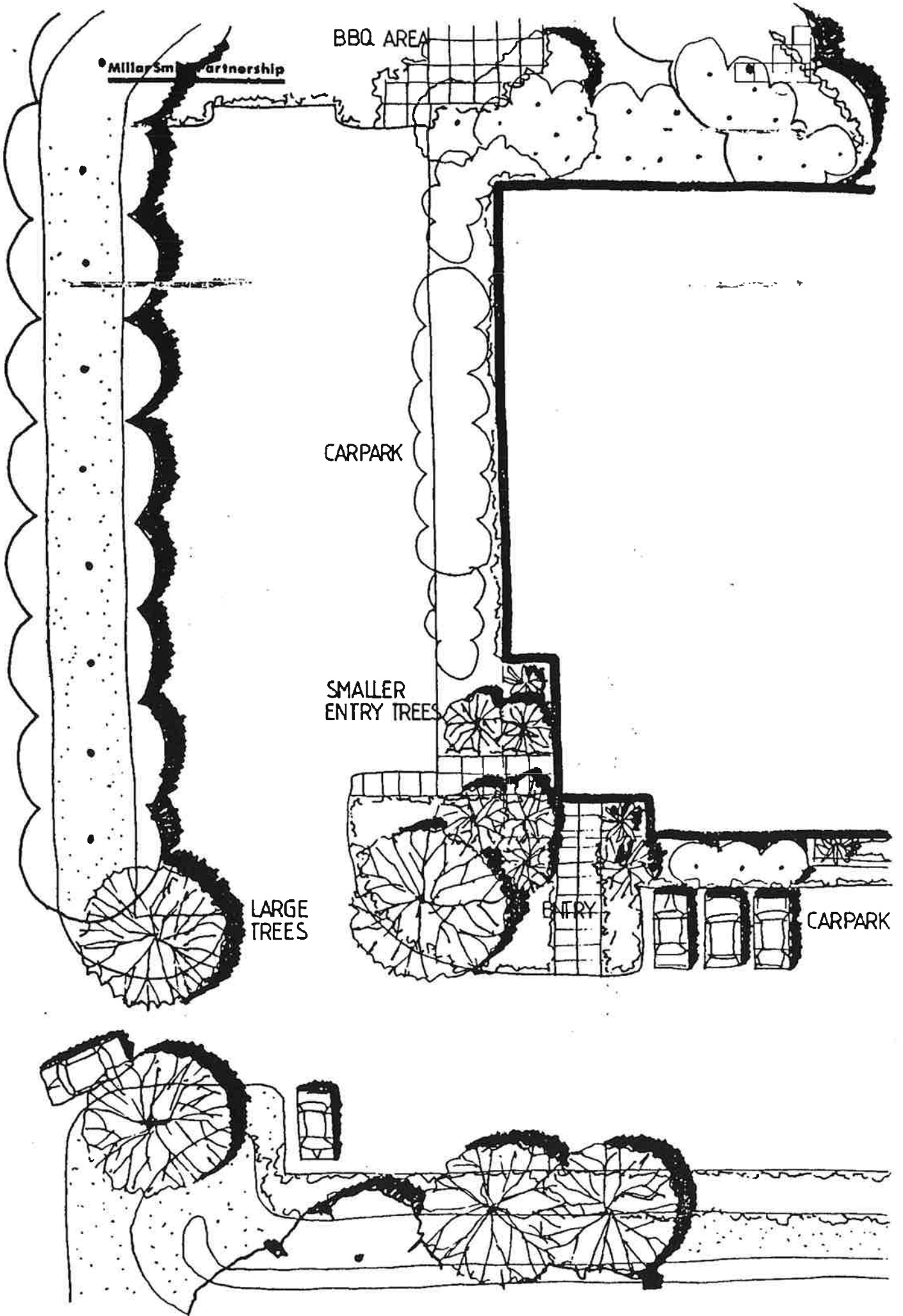
entry planting



path around water feature



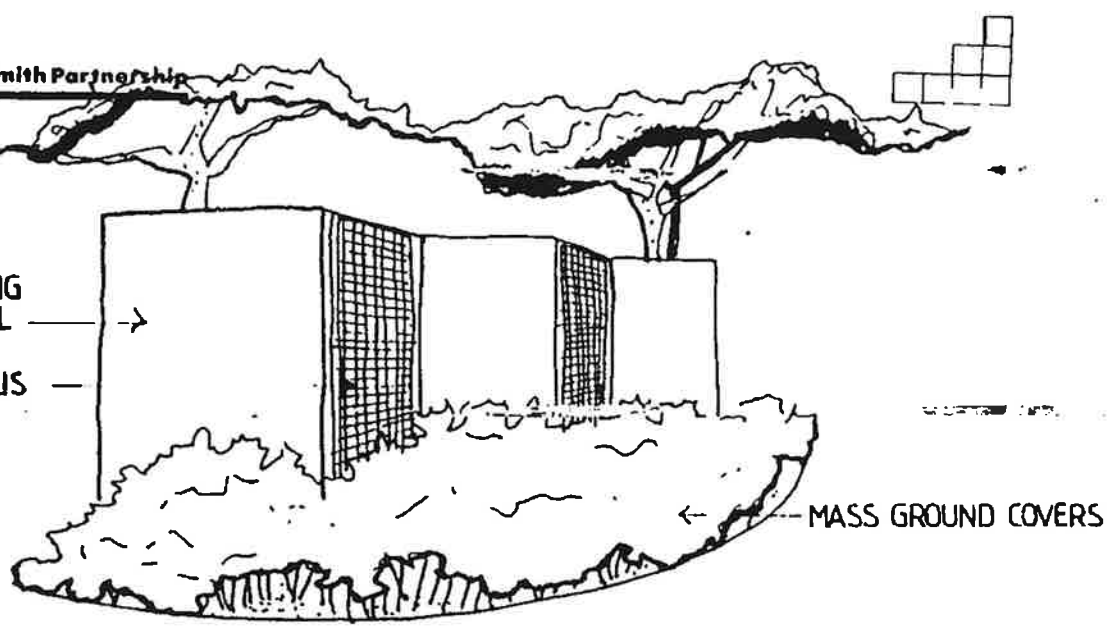
bike path with adjacent mound



entry concept

Millar Smith Partnership

FREE STANDING
FEATURE WALL
—→
TIMBER TRELLIS —



← MASS GROUND COVERS

COACH BOLTS FIXING
FRAME TO WALL

LATTICE FRAME

POLYTHENE 10 ϕ SPACERS

BRICK ON EDGE COPING

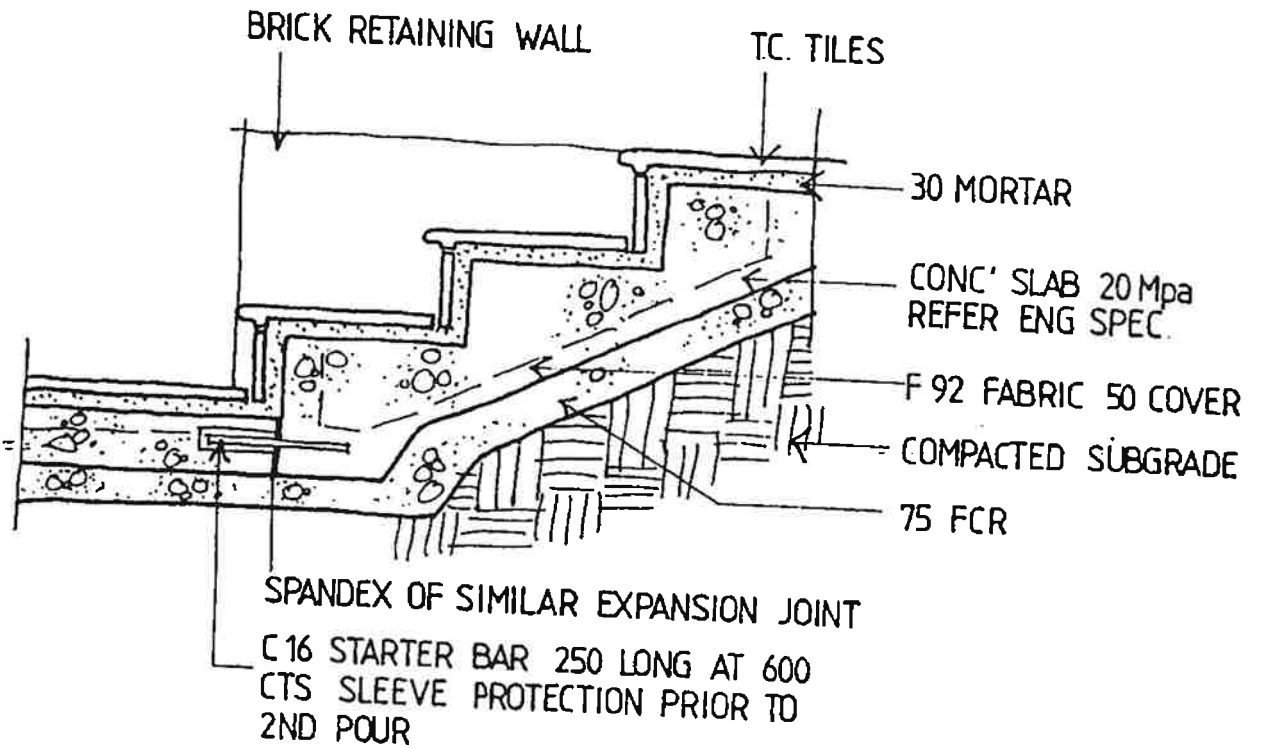
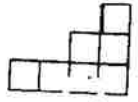
BRICK WALL RENDERED --->

32 \times 10 HWD
LATTICE STAINED

GALV 10 ϕ COAL
BOLTS SECURIN
FRAME TO WALL

↑ OREGON 50 \times 50 TIMBER FRAME

detail : perimeter screen wall



Millar Smith Partnership

90x45x850 DRESSED
MERBAU SLATS
BOTTOM PLATE 75x8mm MS

CORNER ANGLES 38x38x5 MS

BOTTOM ANGLE RAILS
38x38x5 MS

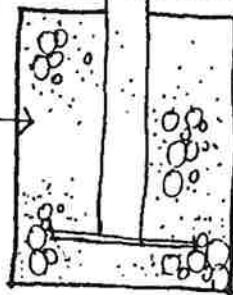
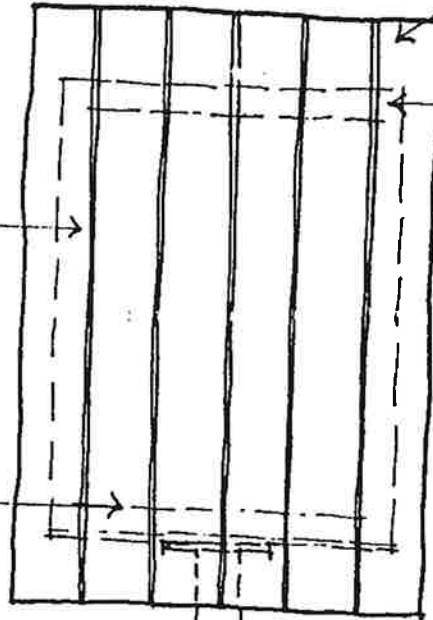
57mm OD GALVANISED PIPE
1.6mm GAUGE

GROUND LEVEL

CONCRETE BASE 300x300x400

MERBAU SLATS SCREW
FIXED TO STEEL FRAME
USING 58x5mm GALV. SCREW

TOP RAILS 38x5mm MS

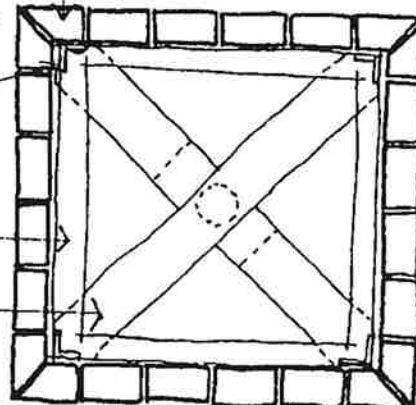


90x45x850 DRESSED MERBAU
SLATS FIXED TO BOTTOM & TOP
RAILS WITH 38x5 GALV SCREWS

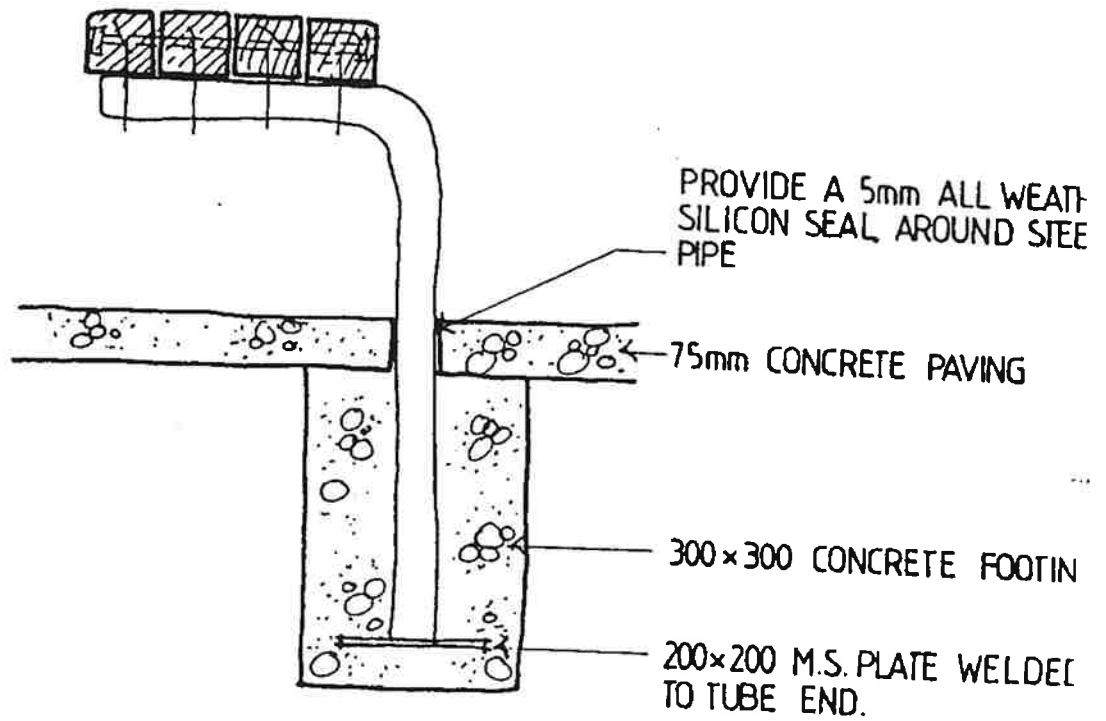
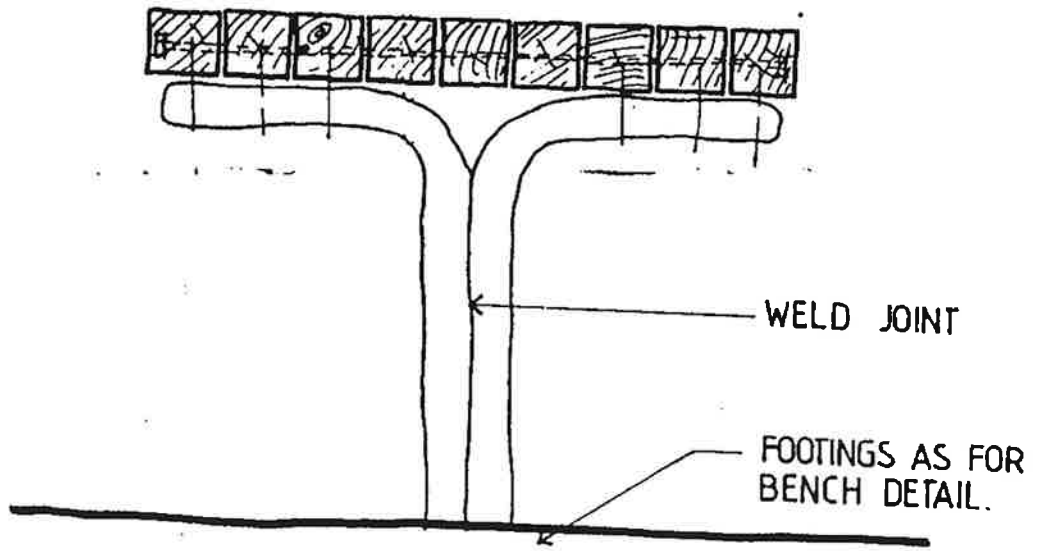
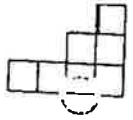
VERTICAL CORNER ANGLE
RAILS 38x38x5 MS

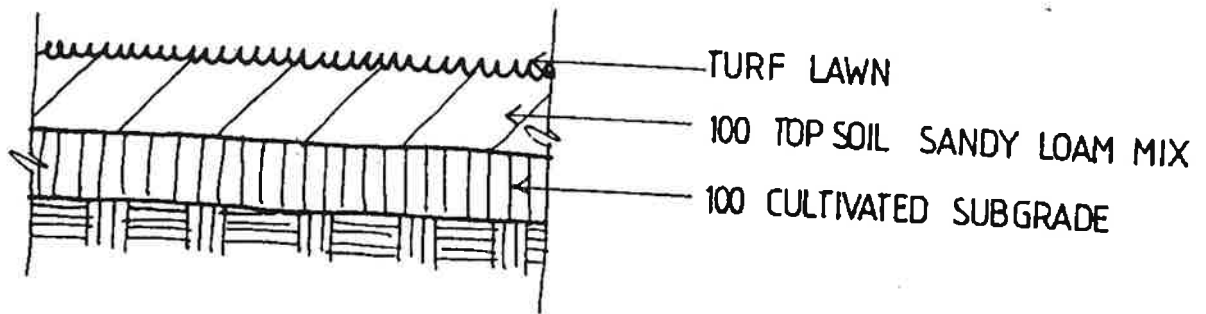
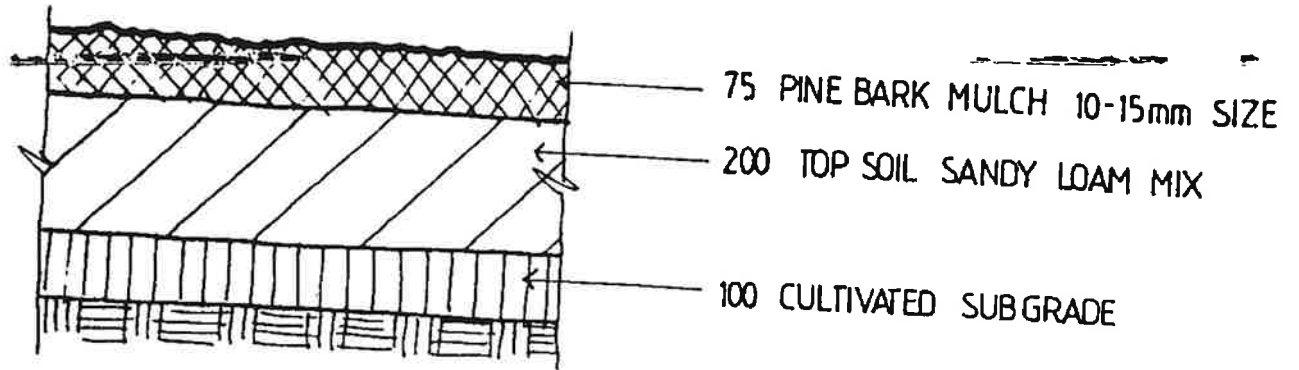
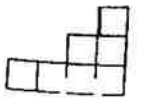
BOTTOM ANGLE RAILS
38x38x5 MS

BOTTOM MEMBERS 75x8 MS

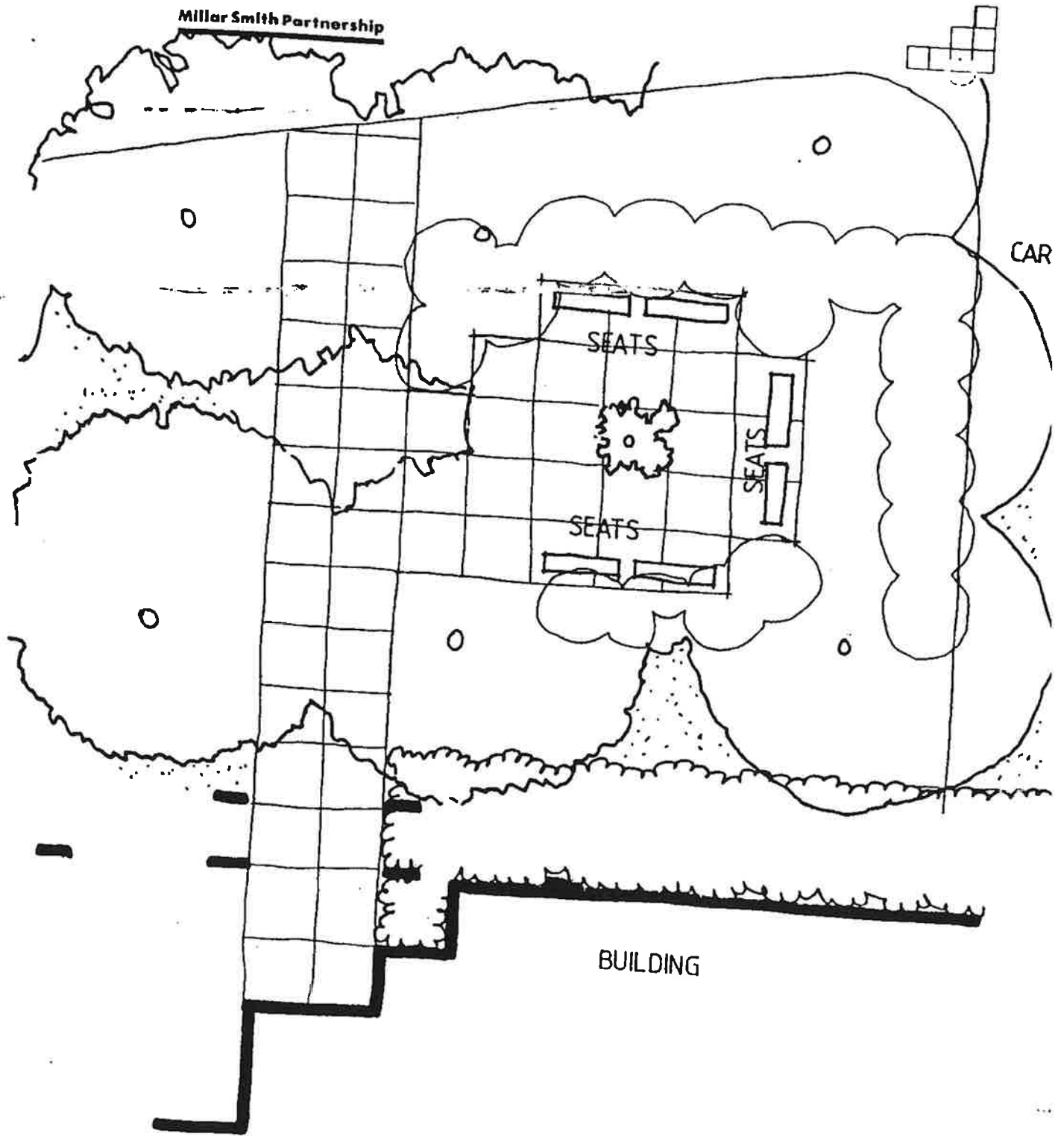


detail: litter bin stand

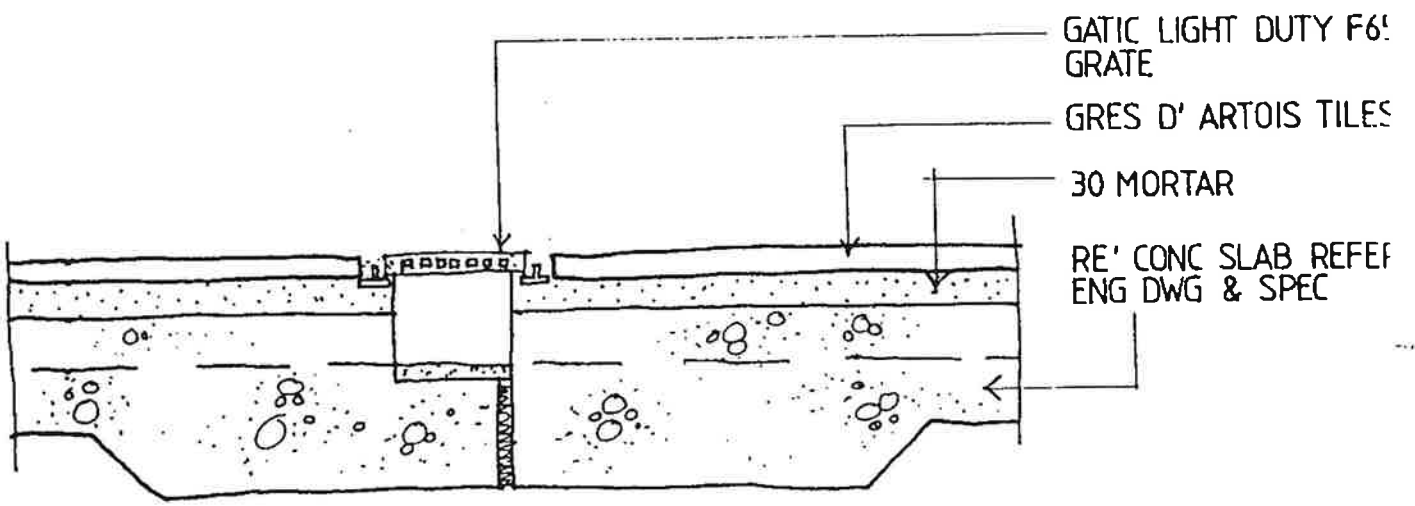
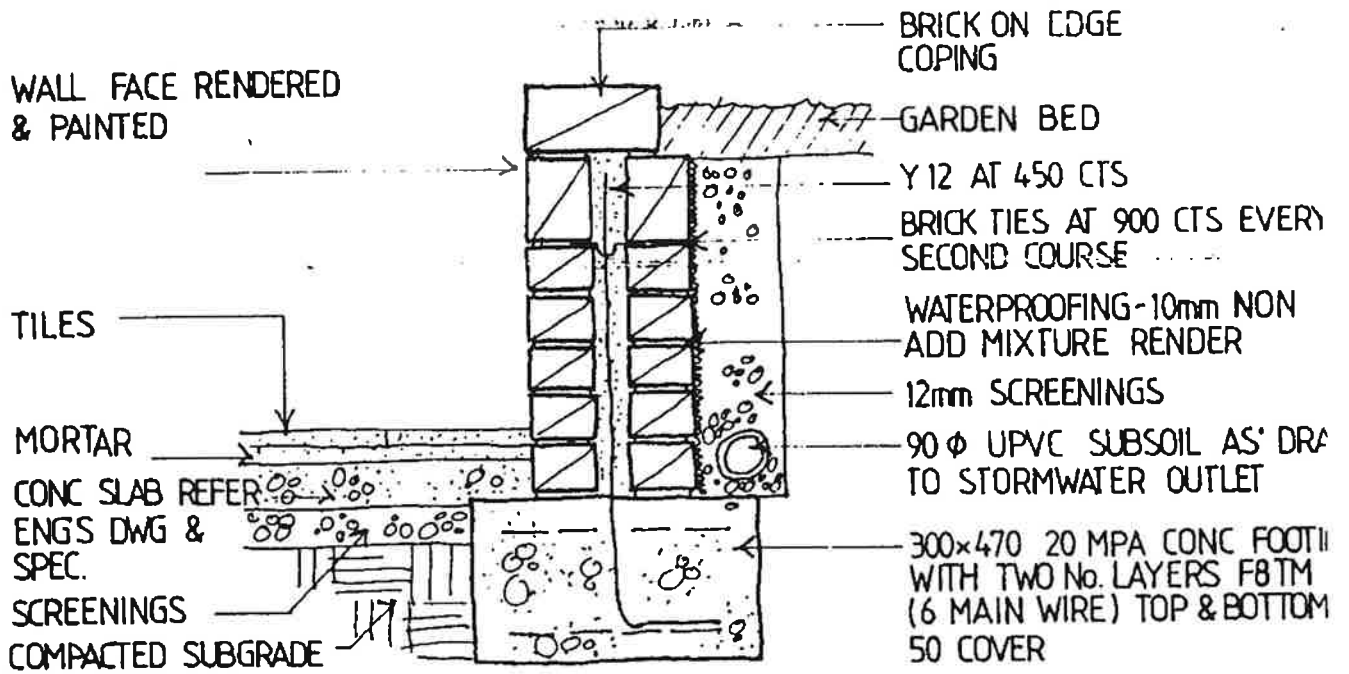
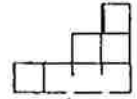




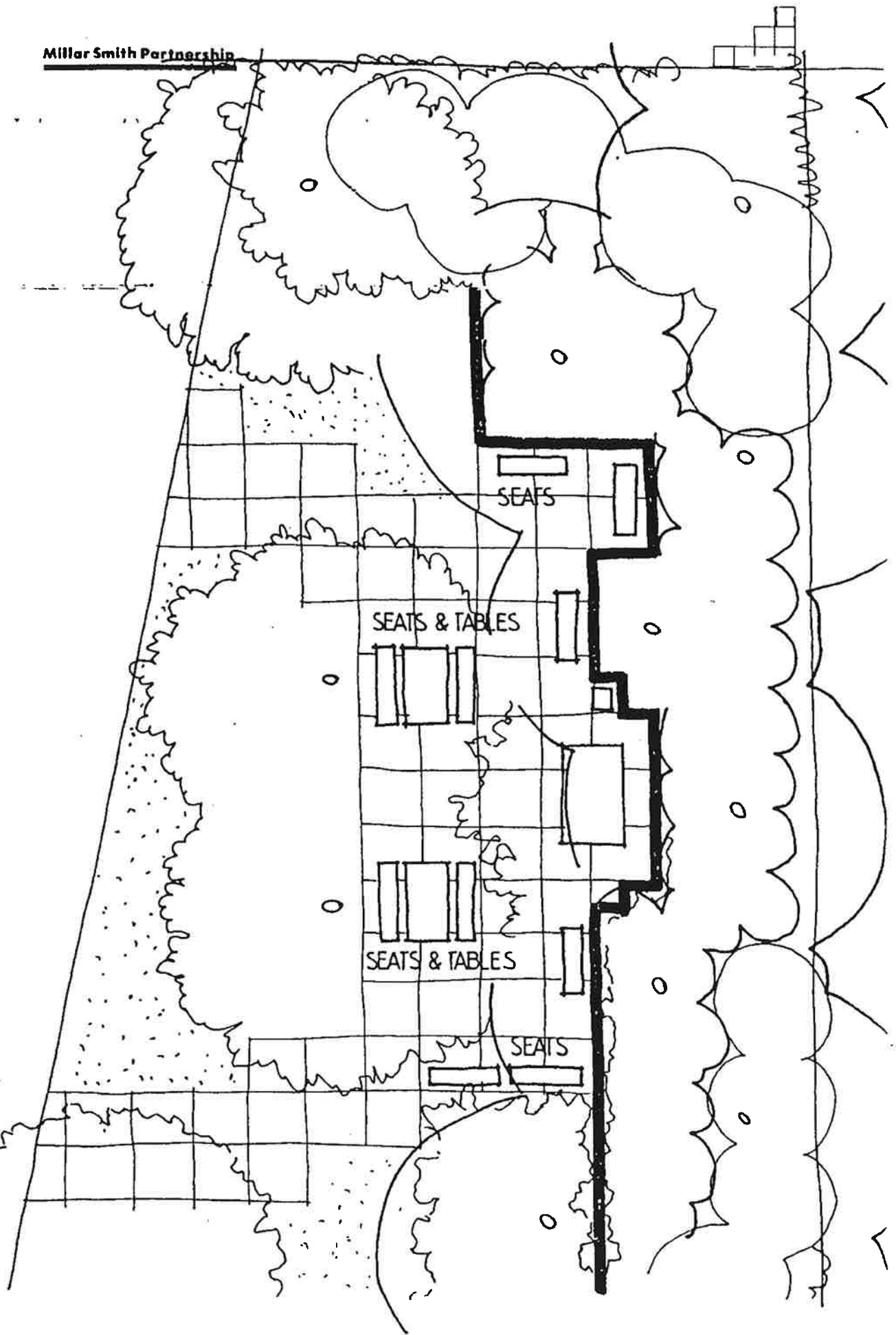
Millar Smith Partnership



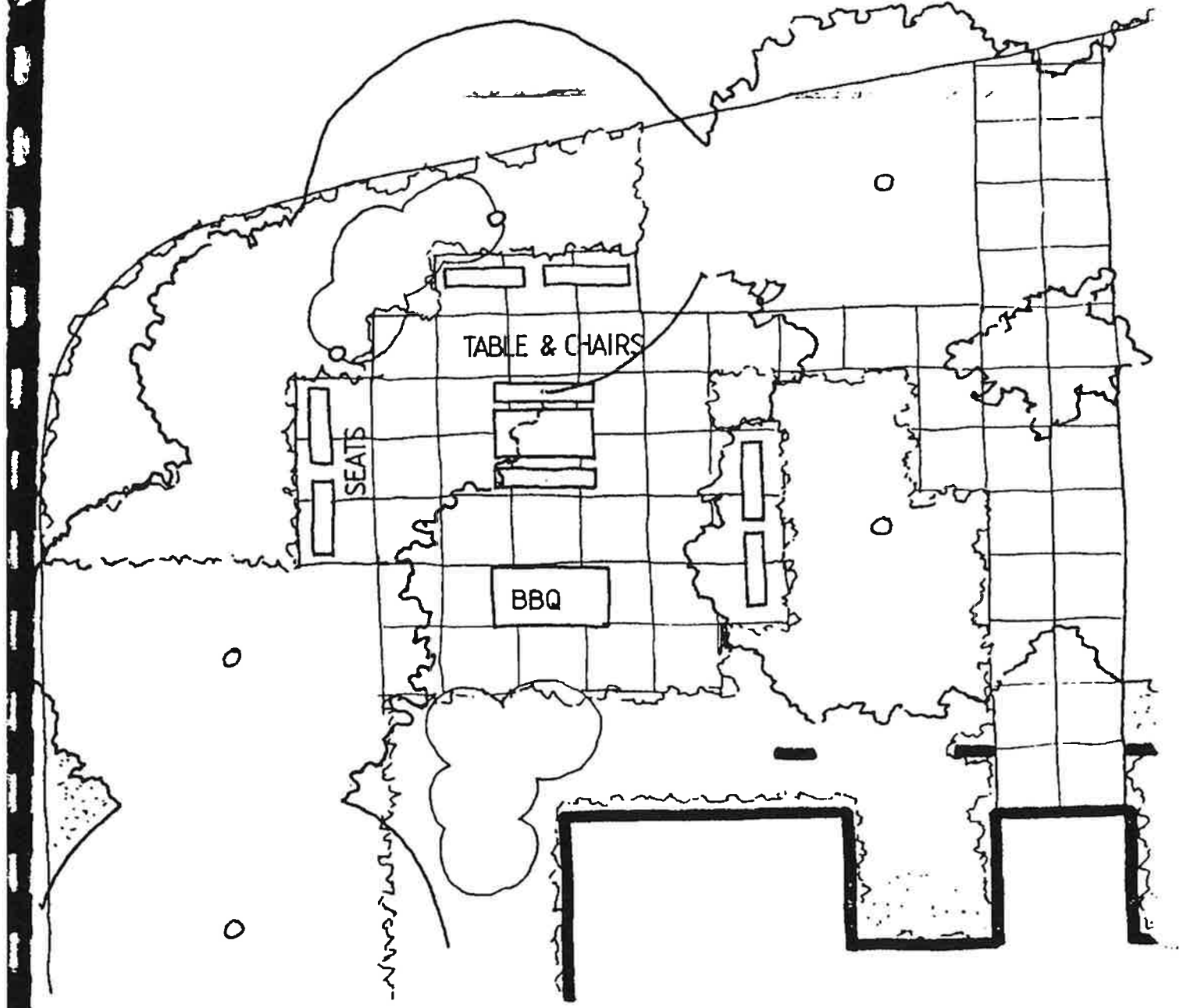
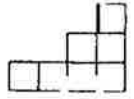
seating area



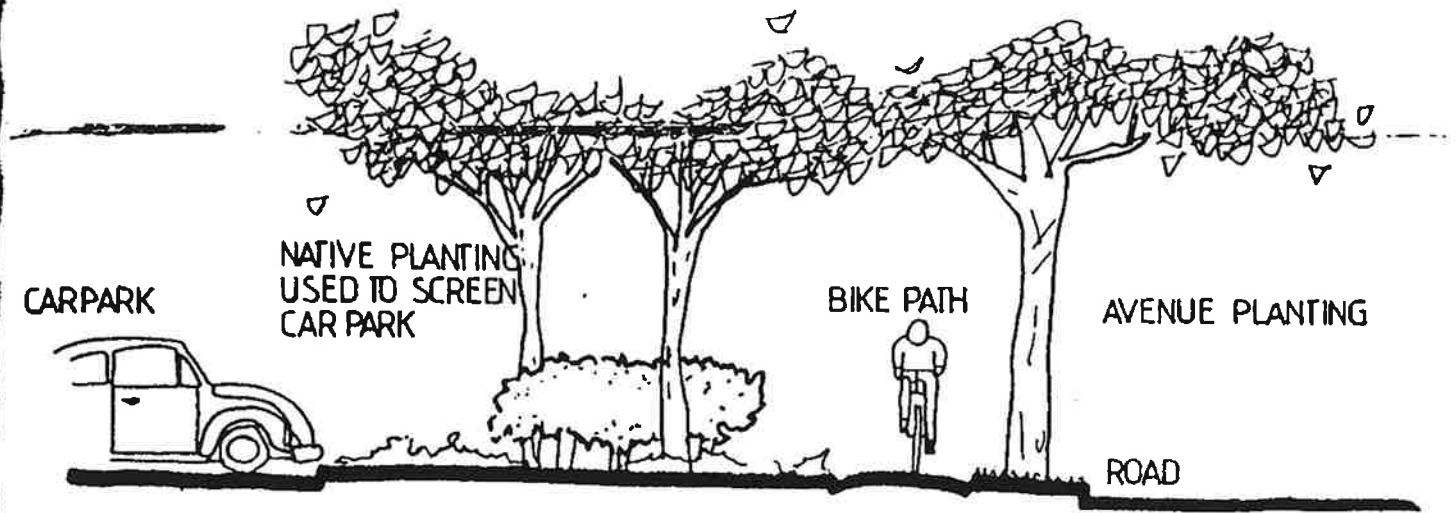
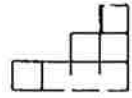
details : retaining wall & trench grate



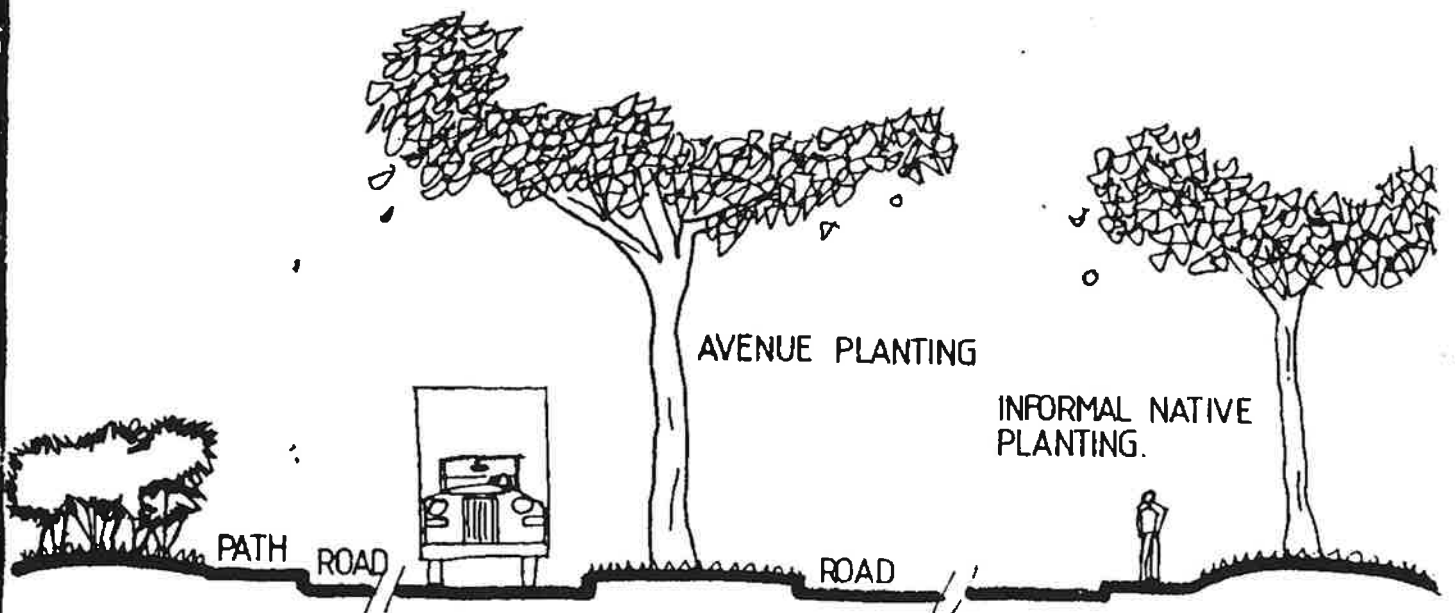
seating area



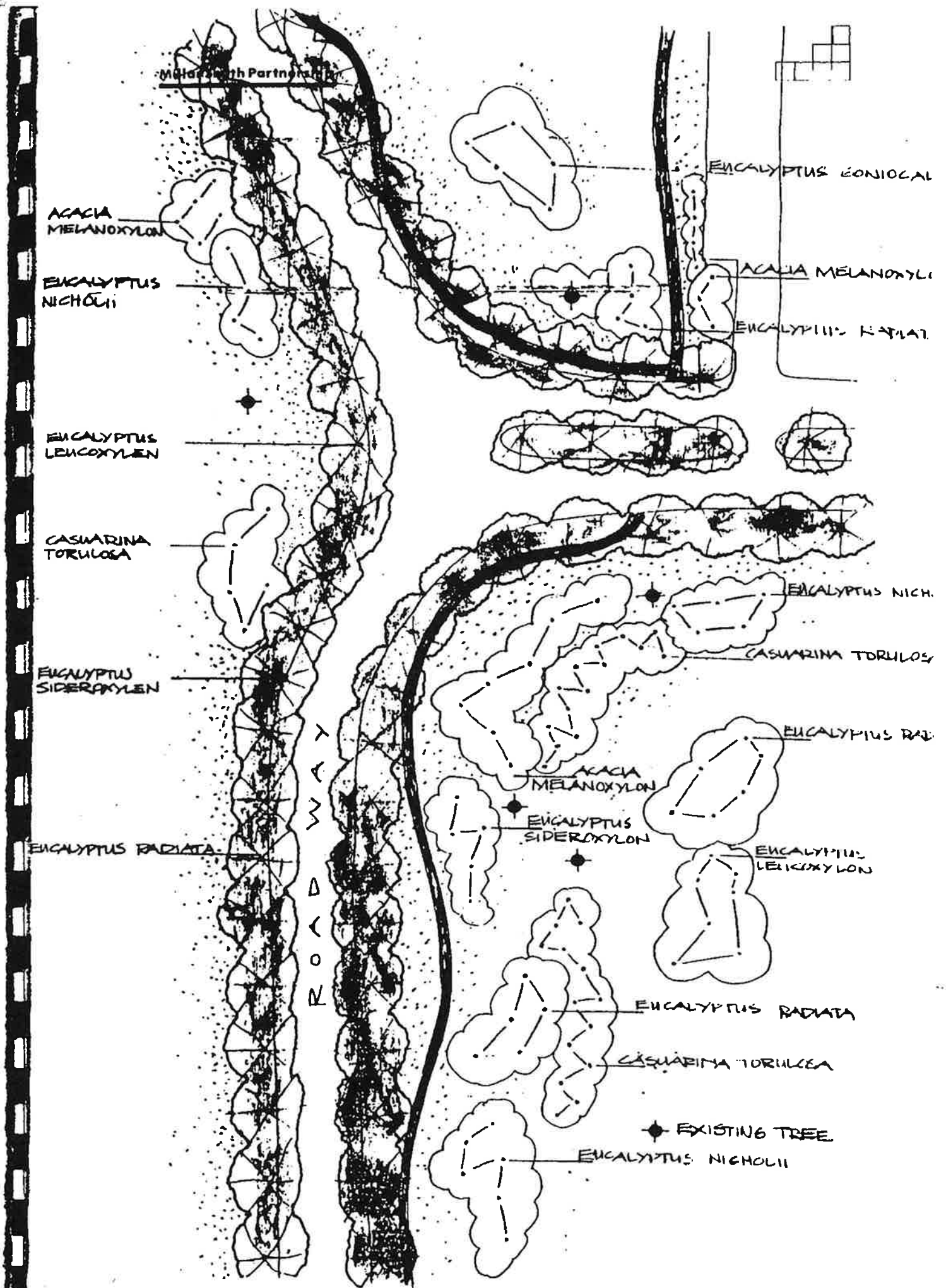
seating area



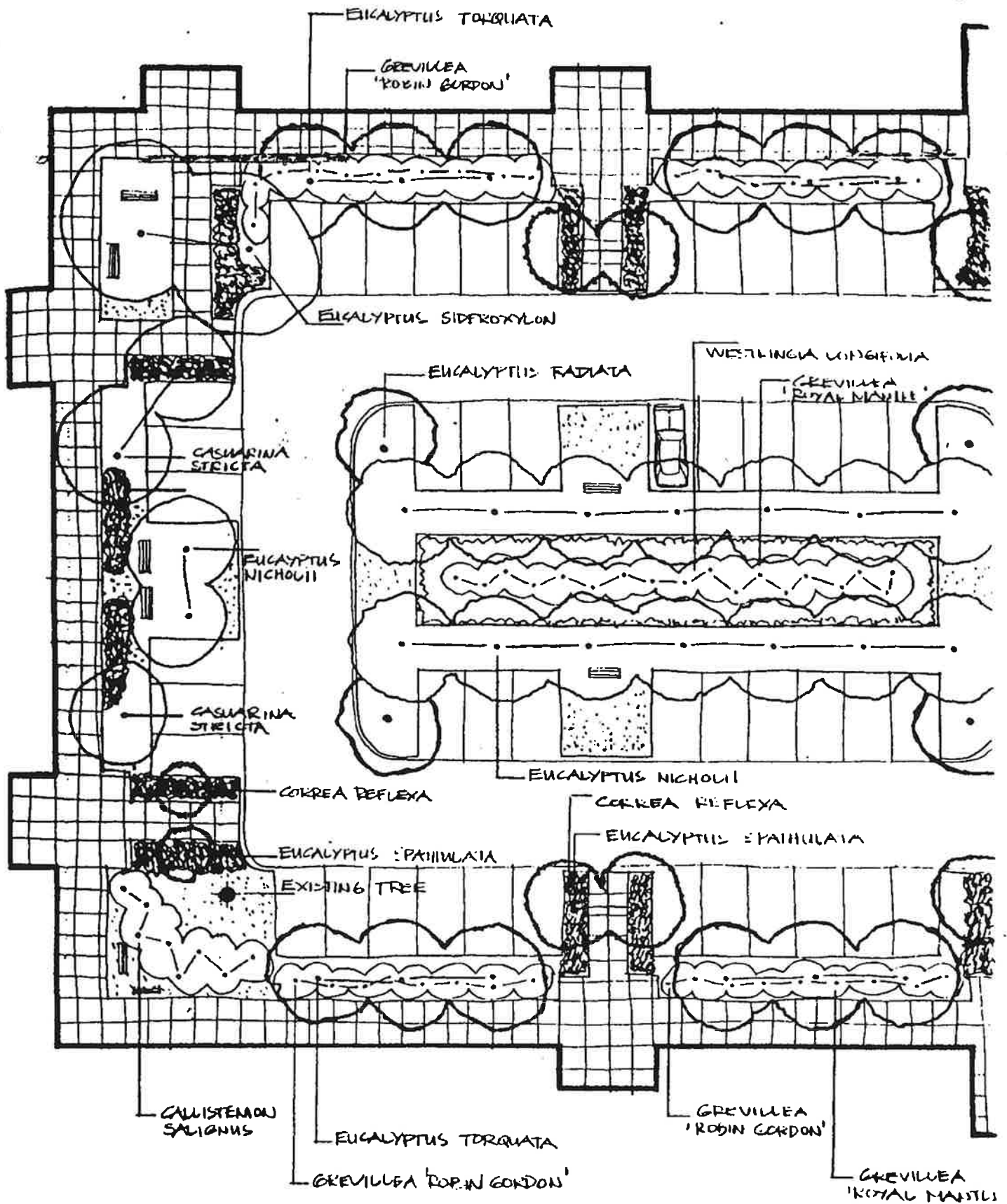
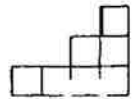
bike path with adjacent carpar

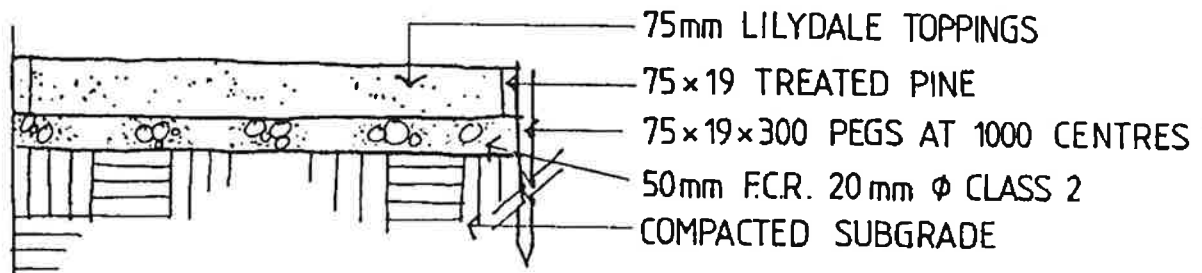
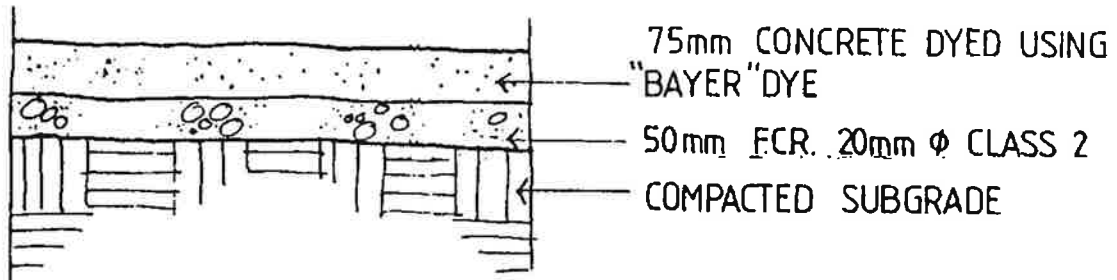
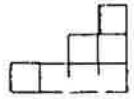


major access roa

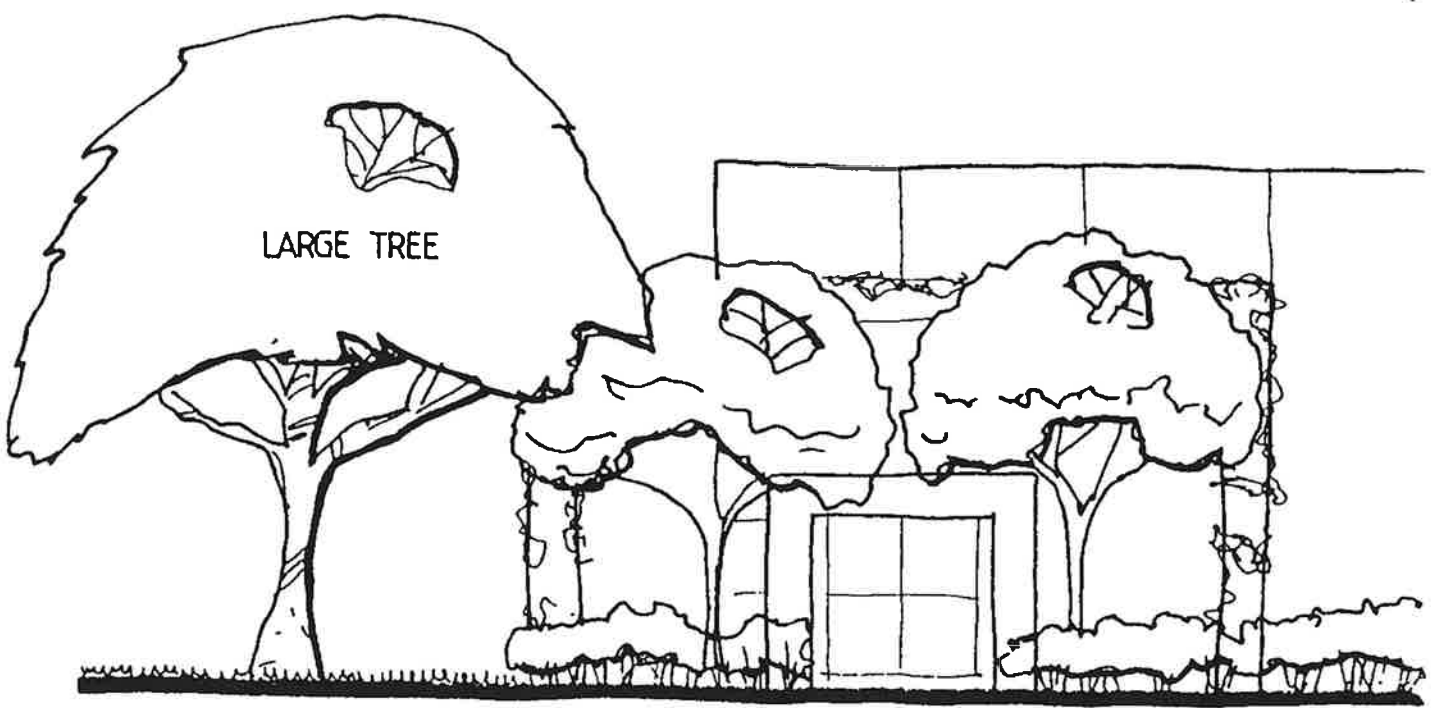
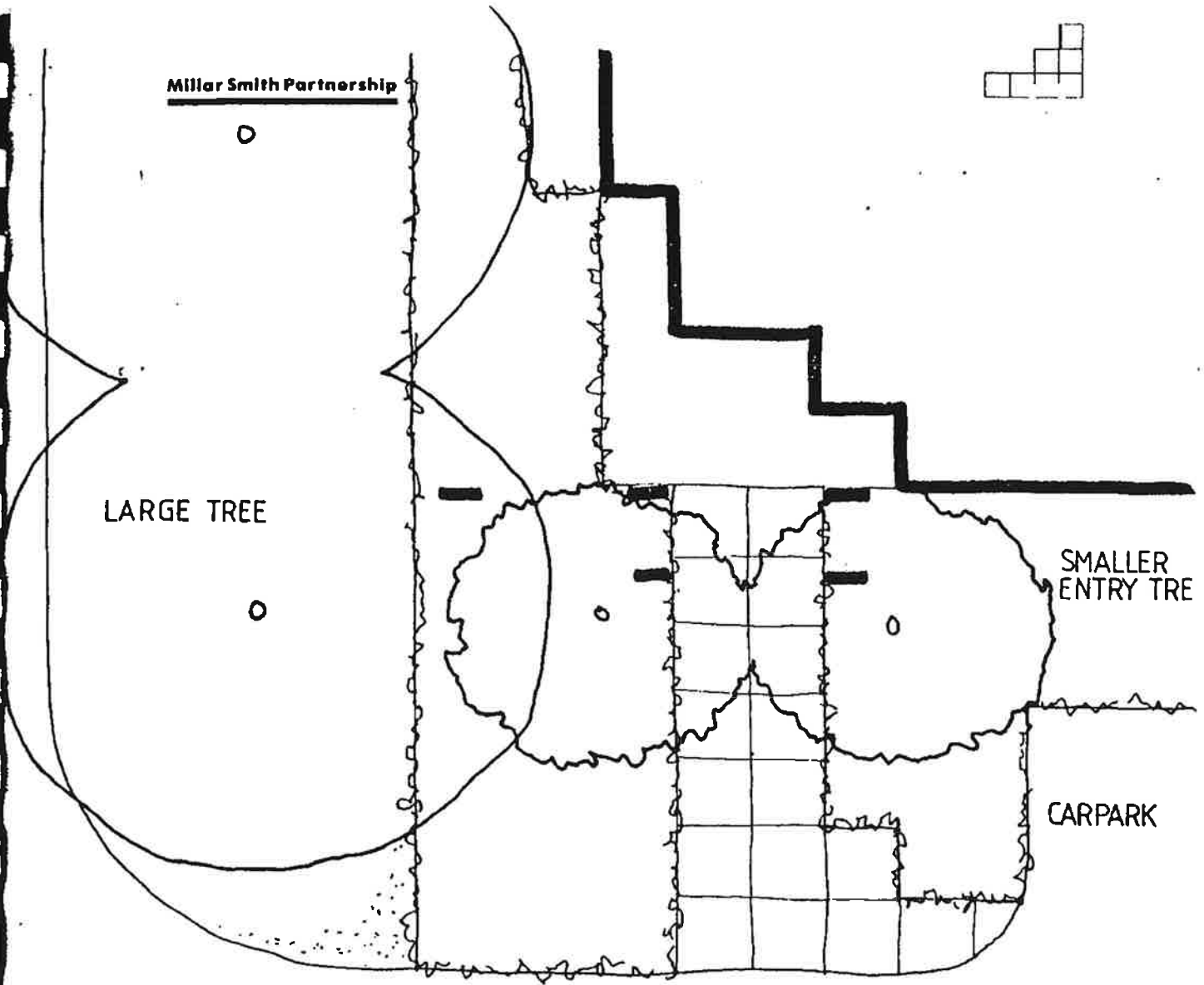
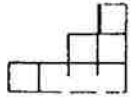


road planting and jogging track

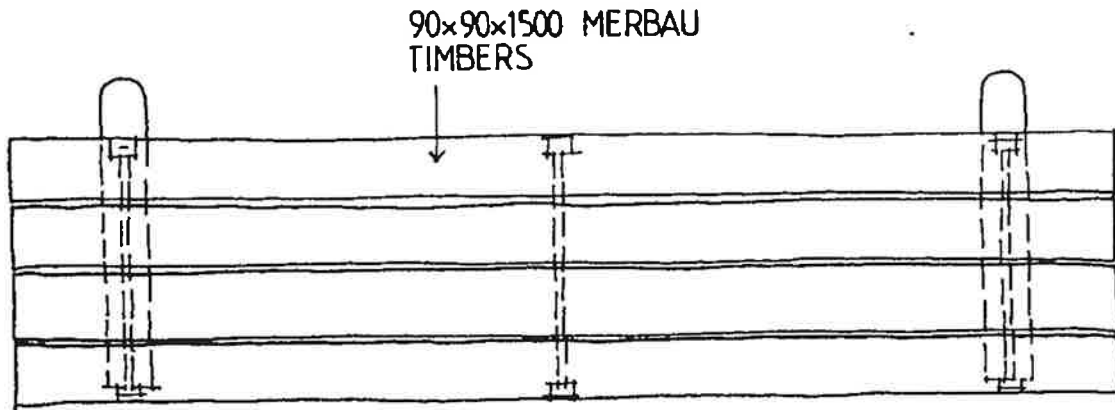
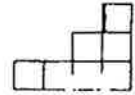




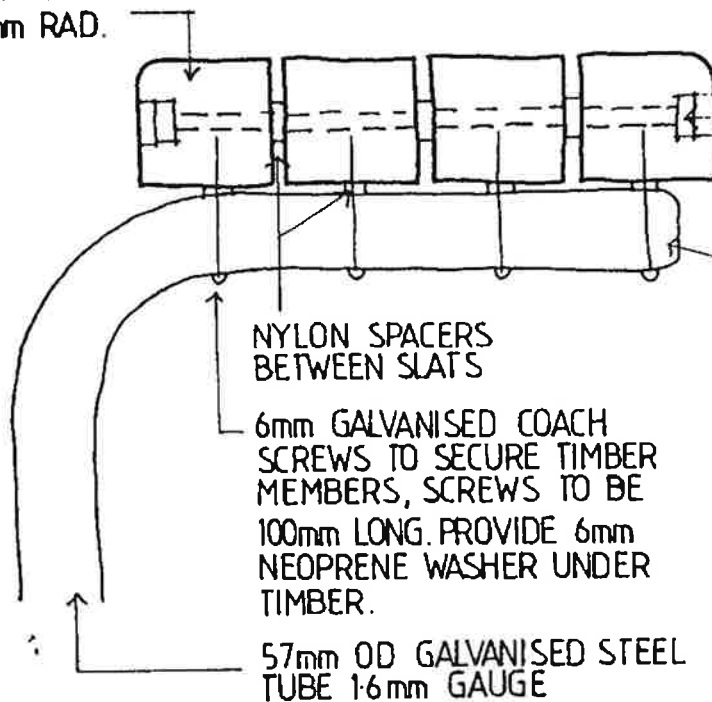
Millar Smith Partnership



entry concept



90x90 MERBAU TIMBER MEMBERS WITH CORNERS ROUDED TO A 6mm RAD.



12mm DIA. THREADED STEEL USING SELF LOCKING NUTS & WASHERS TO PROVIDE SECURE & RIGID SEATING FIXTURE.

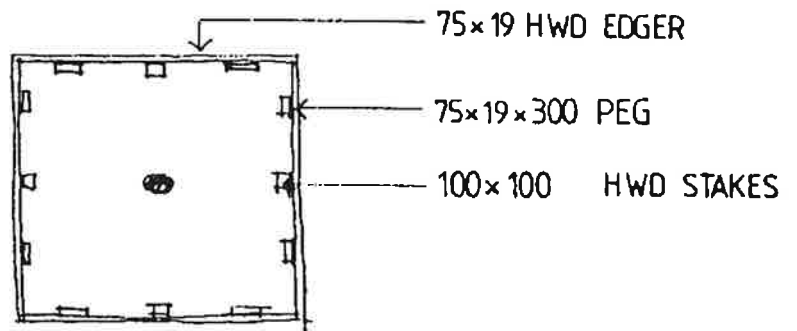
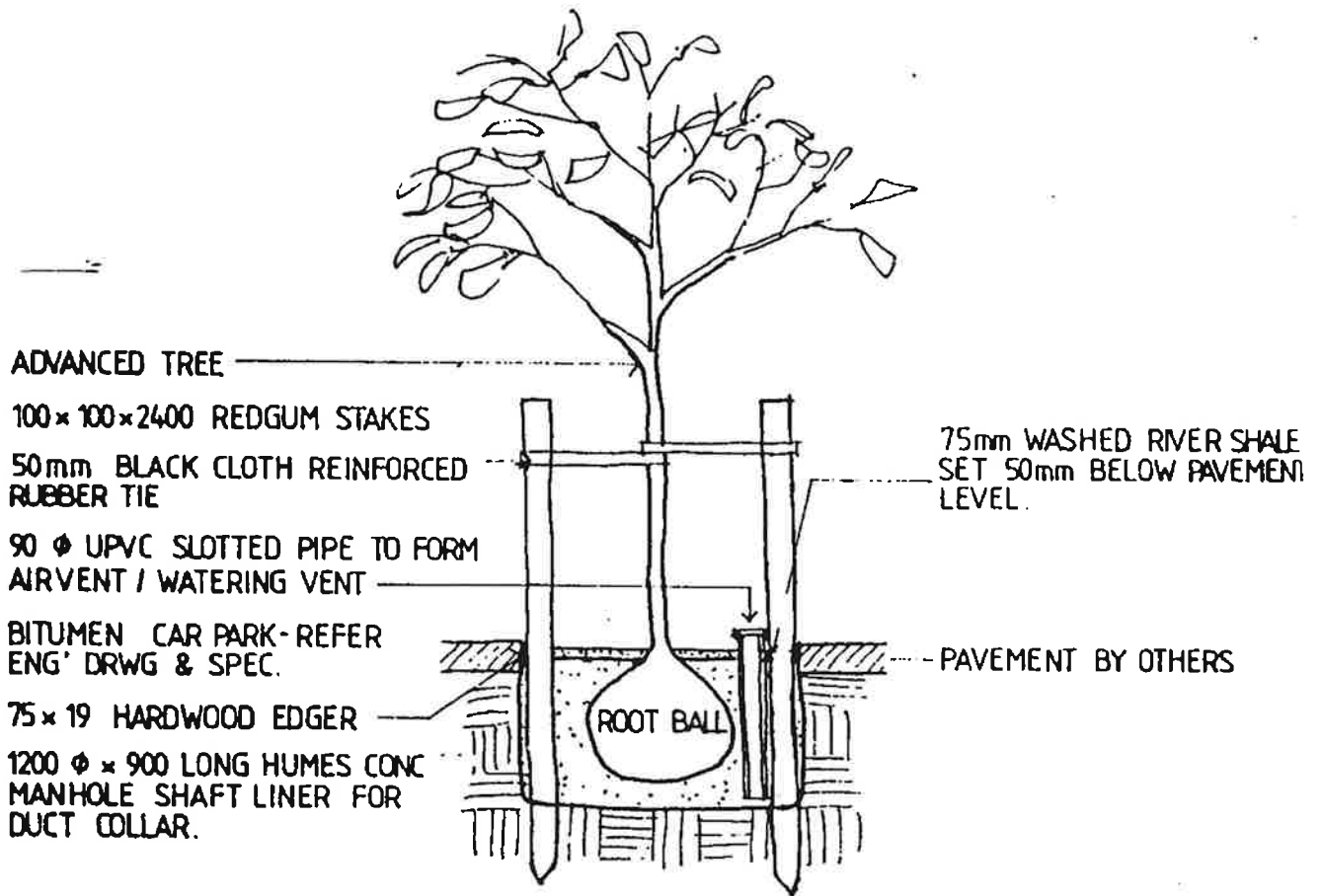
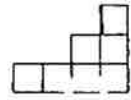
PROVIDE WOODEN PLUGS TO NUT RECESS AT BOTH ENDS MAKE FINISH SMOOTH

STEEL CONE CAP WELDED TO THE FRONT END OF STEEL PIPE FRAME. WELD JOINT TO BE MADE SMOOTH & PAINTED.

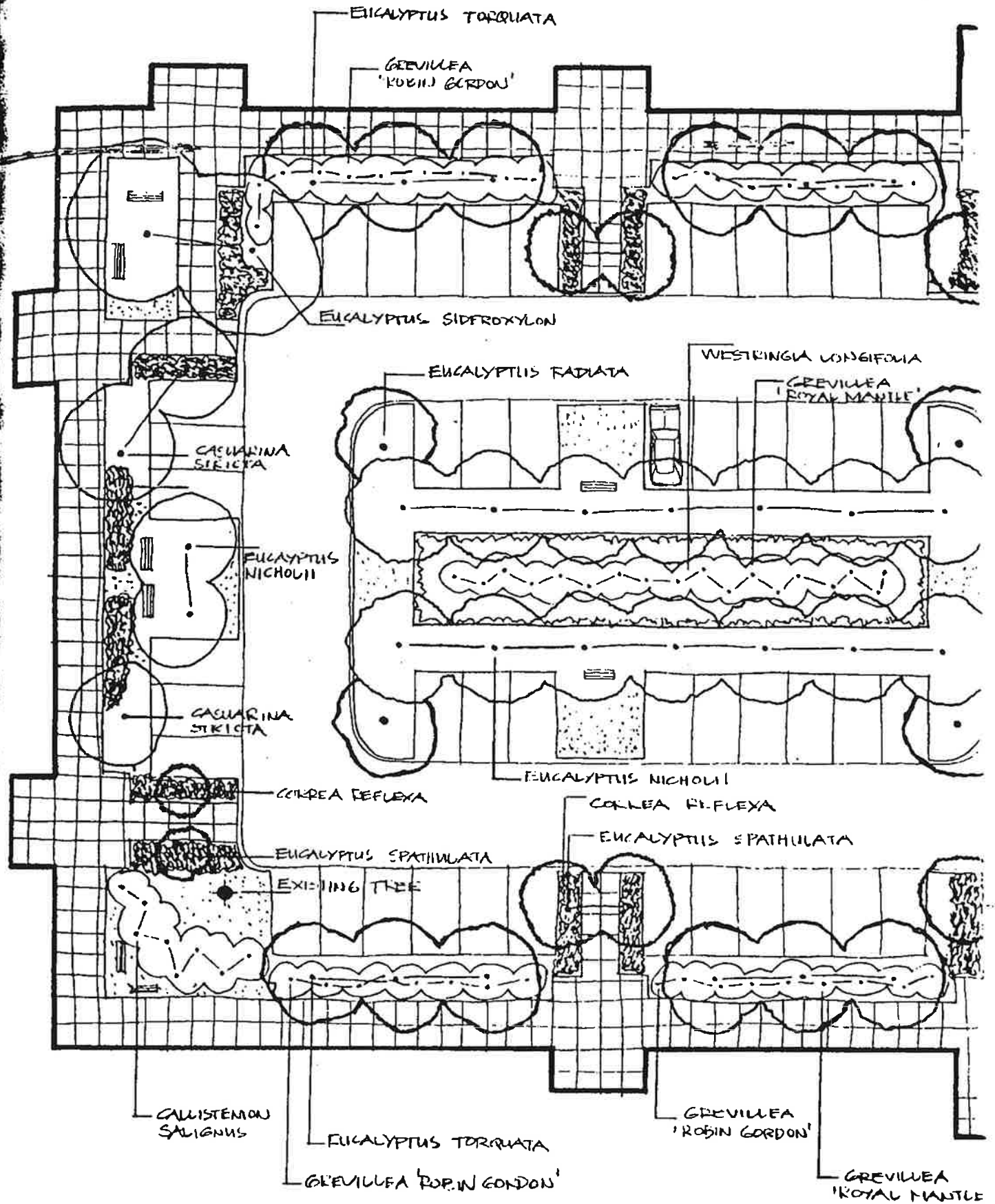
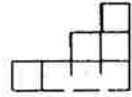
NYLON SPACERS BETWEEN SLATS

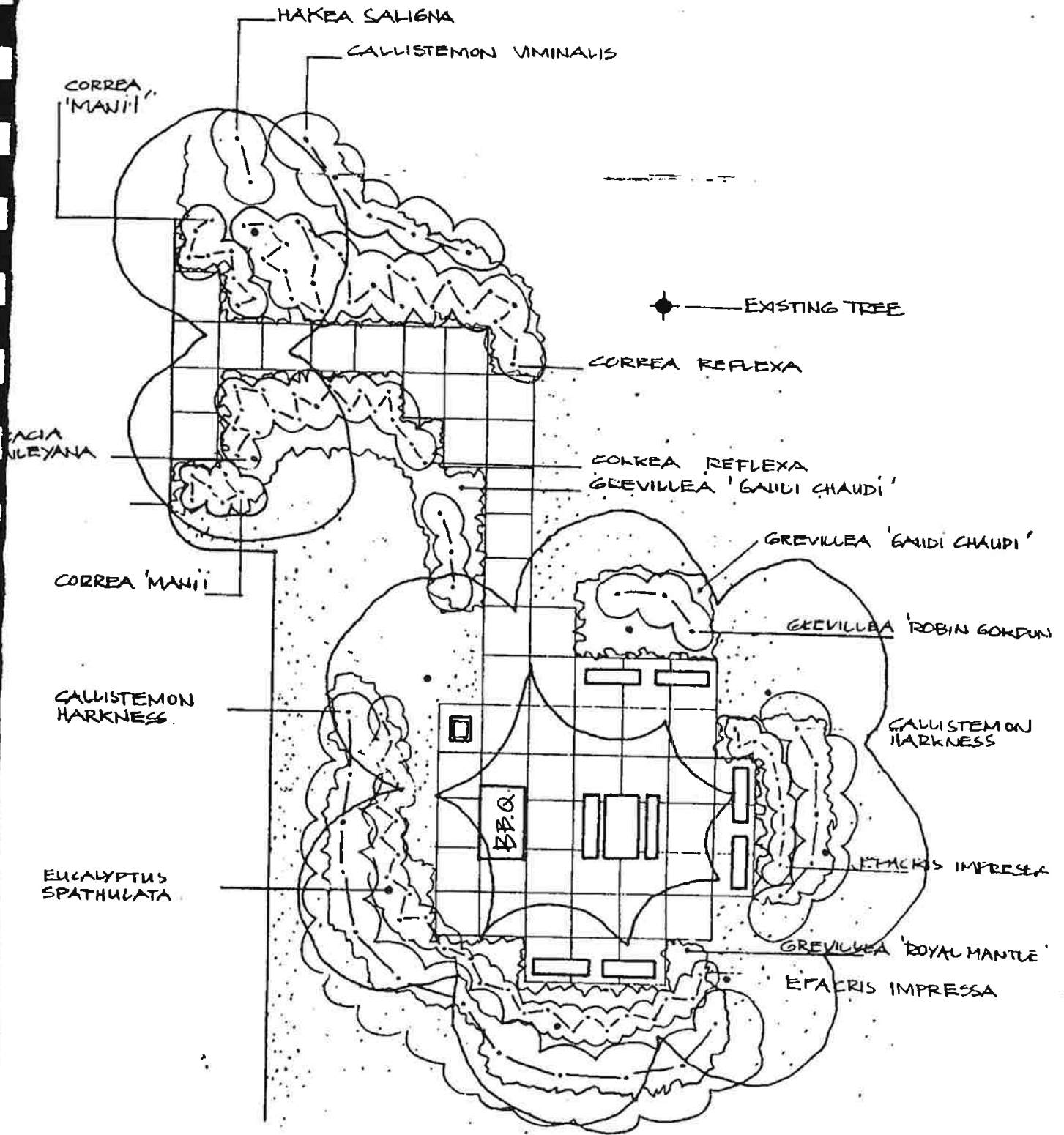
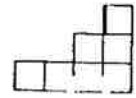
6mm GALVANISED COACH SCREWS TO SECURE TIMBER MEMBERS, SCREWS TO BE 100mm LONG. PROVIDE 6mm NEOPRENE WASHER UNDER TIMBER.

57mm OD GALVANISED STEEL TUBE 1.6mm GAUGE

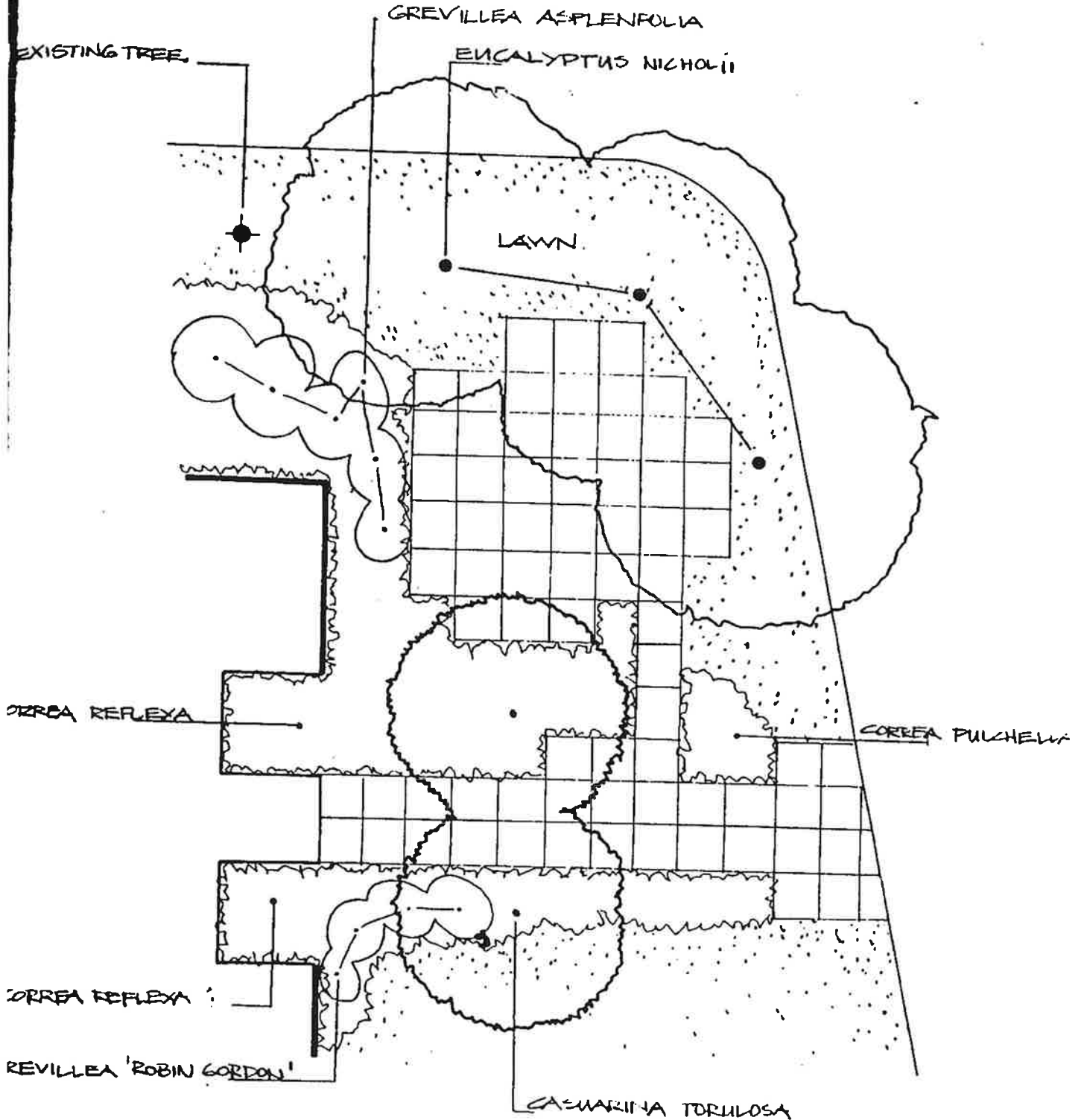
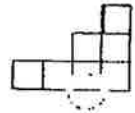


detail : tree planting





SITE FURNITURE LOCATION
SCALE 1:100



ENTRANCE PLANTING & PAVING
SCALE 1:100

Millar Smith Partnership

EUCALYPTUS LEUCOXYLON

CALLISTEMON VIMINALIS

EUCALYPTUS RADIATA

GREVILLEA HOOKERANA

GREVILLEA 'ROYAL MANTLE'

EUCALYPTUS LEUCOXYLON

EUCALYPTUS RADIATA

CORREA IMPRESSA

GREVILLEA 'ROYAL MANTLE'

CORREA 'MANJI'

CORREA REFLEXA

CASUARINA STRICTA

EUCALYPTUS LEUCOXYLON

CORREA 'MANJI'

EUCALYPTUS RADIATA

CORREA REFLEXA

GREVILLEA 'ROYAL MANTLE'

GREVILLEA LAVANULACFA

KINZEE BAXTERI

EUCALYPTUS MALKANDA

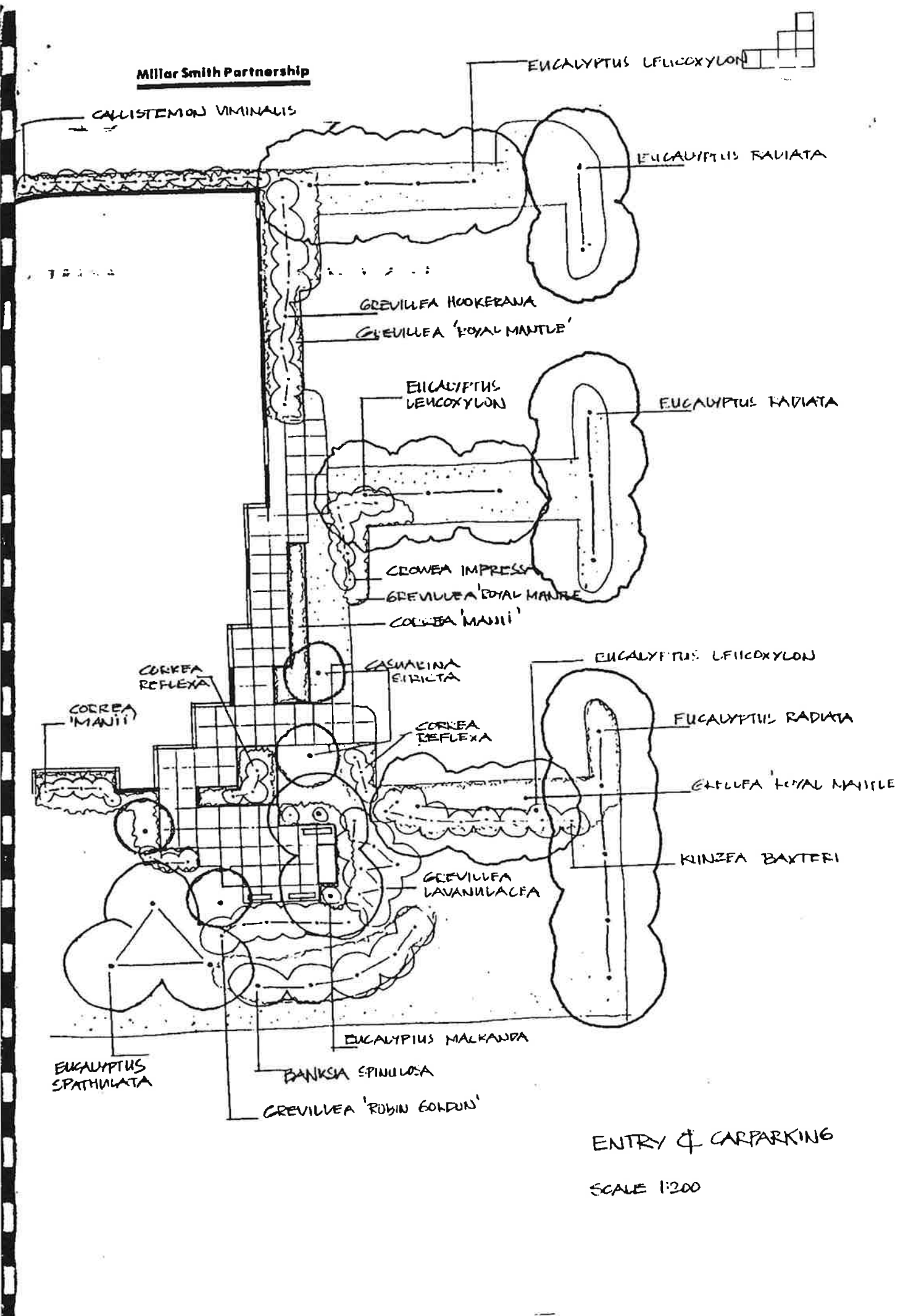
EUCALYPTUS SPATHULATA

BANKSIA SPINULOSA

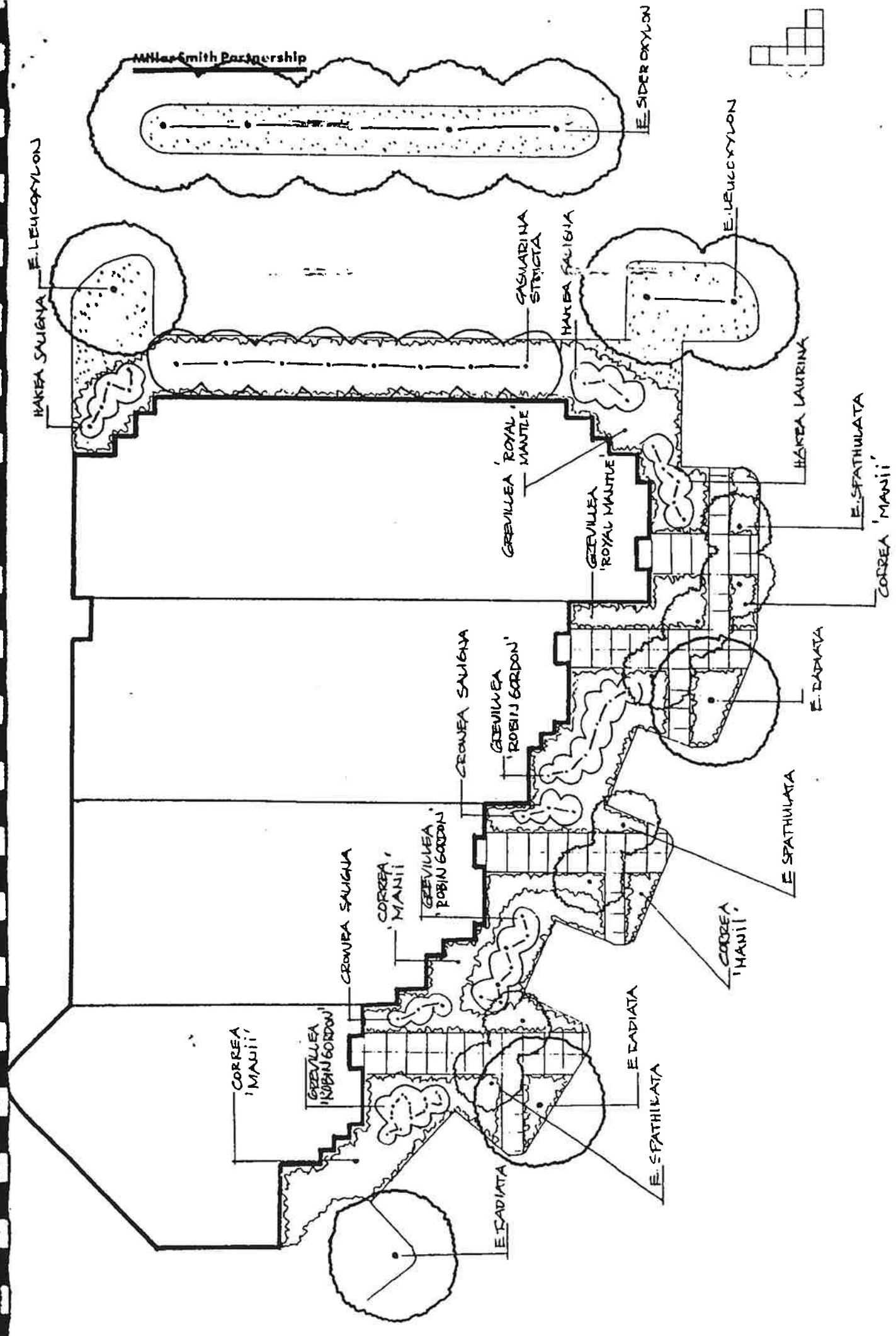
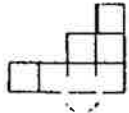
GREVILLEA 'ROBIN GOLDEN'

ENTRY & CARPARKING

SCALE 1:200



MNier Smith Partnership





CONSULTANTS

(a) Marketing Agent

Wayne L Edwards & Associates
644 Glenhuntly Road
CAULFIELD VIC 3162
Phone: 523-8566

(b) Solicitor

Ridgeway Clements
Solicitors
575 Bourke Street
MELBOURNE VIC 3000
Phone: 614-4844
Fax: 614-3770

(c) Planners

Meldrum Burrows & Partners
464 Collins Street
MELBOURNE VIC 3000
Phone: 62-5051
Fax: 629-2965

(d) Architects

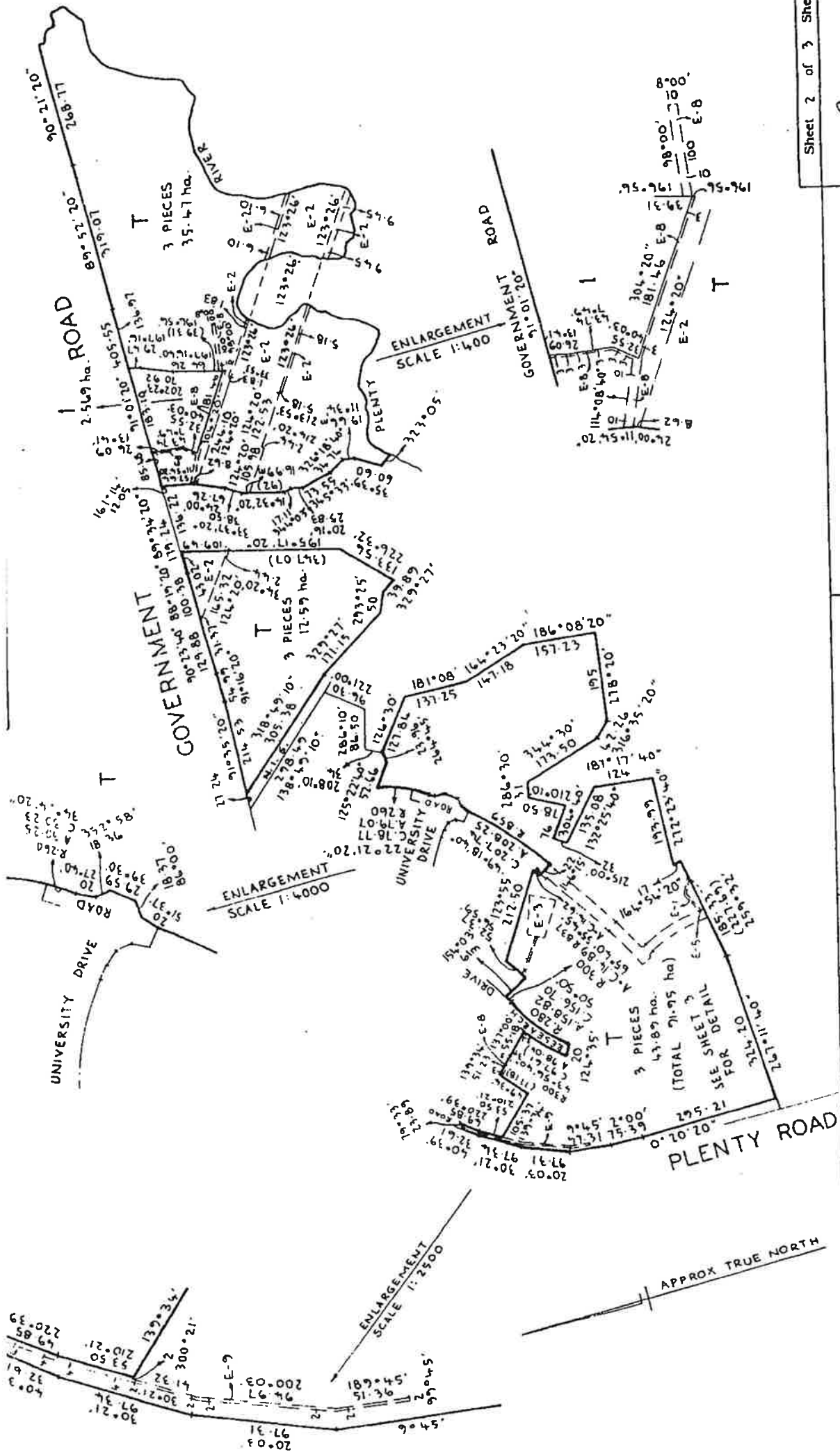
Miller Smith Partnership
Unit 16
663 Victoria Street
ABBOTSFORD VIC 3067
Phone: 429-5733
Fax: 429-8480

(e) Engineers

W.B.C.M. Consultants Limited
71 Palmerston Crescent
SOUTH MELBOURNE VIC 3205
Phone: 699-3688
Fax: 690-9461

(f) Surveyors

Peyton Waite
353 Plenty Road
PRESTON VIC 3072
Phone: 478-4933



Sheet 2 of 3 Sheets

LICENSED SURVEYOR (PRINT) GARY HUGH WAITE
 SIGNATURE *Gary Hugh Waite* DATE 20/12/90
 COUNCIL DELEGATE SIGNATURE

REF 5500/64B
 VERSION 2

SCALE
 80 0 160 320
 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
 1:8000 A3

PEYTON WAITE PTY. LTD.
 CONSULTING LAND SURVEYORS
 353 PLENTY ROAD PRESTON 3072.
 TELEPHONE 478 4933 FAX 470 6992



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TRANSFER OF LAND

By MORTGAGEE or ANNUITANT
Section 77 Transfer of Land Act 1958



U986634G
160997 0901 77-2 65

IMAGED

MADE AVAILABLE/CHANGE CONTROL
Land Titles Office Use Only

Lodged by:

Name: JULIANO, FURLETTI & SCOTT

Phone: 9347-4742

Address: _____

Ref.: VJJ:PI

Customer Code: 600X

CDA

ZCS

The mortgagee or annuitant being the proprietor of the mortgage or charge described in exercise of the power of sale conferred by the Transfer of Land Act 1958 transfers to the transferee the estate and interest of the registered proprietor in the land described for the consideration expressed—
—together with any easements created by this transfer;
—subject to the subsisting encumbrances specified; and
—subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

The WHOLE of the land in Certificate of Title Volume 10307 Folio 448

Mortgage or Charge number under which power of sale is exercised: N382070G

Consideration:

SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00)

Mortgagee or Annuitant: (full name)

FARROW MORTGAGE SERVICES PTY. LTD. (In Liquidation)
(A.C.N. 006 125 757) and PYRAMID BUILDING SOCIETY (In Liquidation)

Transferee: (full name and address including postcode)

GIUSEPPE CRITELLI and ORIETTA CRITELLI both of 11 Dallas Drive, Lalor 3075 as joint tenants.

Subsisting encumbrances:

THE ENCUMBRANCES, IF ANY, AFFECTING THE LAND.

PATENT ERROR

The Creation and/or Reservation of Easement and/or Covenant set out in the approved annexure page AI (if attached) forms part of this transfer.

Dated: 21/05/97 not date.
Execution and attestation:

SIGNED by the said TRANSFEREES in the presence of:

} X G. Critelli G.C.
} X Orietta O.C.

X [Signature]
witness

Approval No. 002926L

ORDER TO REGISTER

Please register and issue title to

T3

Signed

Cust. Code:

STAMP DUTY USE ONLY
Victorian Stamp Duty - AP184
PRIME/COUNTERPART/COLL
Consideration \$ 65000
Duty Payable \$ 1,360
Ref: 314585005
Date 21/05/97
Initials [Signature]



23 SEP 1997

THE BACK OF THIS FORM MUST NOT BE USED

ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page ² of *Approved Form* dated 4/9/97 between PCN 006 125 757
FARROW MORTGAGE SERVICES PTY. LTD. (In Liquidation) and
PYRAMID BUILDING SOCIETY (In Liquidation)

Signatures of the parties

X [Signature]
X [Signature]

PBS X

[Signature]

FMS X

[Signature]

Panel Heading

The said Transferee for himself and his successors in Title and any other registered proprietors for the time being of the said land with the intent that the benefit of this covenant shall be attached to and run at law and in equity of all lots contained in Plan of Subdivision No. 344461S other than the Lot hereby sold and that the burden of this covenant shall be attached to and run at law and in equity of the Lot hereby sold **HEREBY COVENANTS** and as a separate covenant with the said Transferor and its successors in Title and the other registered proprietor or proprietors for the time being of the Lots in Plan of Subdivision NO. 344461S other than the said land hereby transferred that;

- (a) the Transferee shall not anytime hereafter erect or build or cause or suffer to be erected or built on the said land hereby transferred more than one single dwelling house (with usual outbuildings);
- (b) the external walls (excluding windows) of any dwelling shall be constructed of brick, brick veneer, stone or like material;
- (c) the roof of any dwelling house shall be constructed of cement tiles, terracotta tiles, slate, other like material or other colour bonded material;
- (d) the minimum size of any dwelling house shall be 140 square metres for any building on the land excluding verandahs or outbuildings; and
- (e) any two story building shall not have exposed plumbing on the external walls of the first floor level.

Approval No. 571967L

A1



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

U986634G

160997-0901 77-2:65

P.T.

Approved Form A1

each.

ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page ³ of *Approved Form* dated 4/9/97 between
FARROW MORTGAGE SERVICES PTY. LTD. (In Liquidation) ^{A.C.N. 006 125 757} and
PYRAMID BUILDING SOCIETY (In Liquidation)

Signatures of the parties

X [Signature]
X [Signature]

Panel Heading

* PBS + FMS attestation clauses

The Seal of Pyramid Building Society (In Liquidation) was hereunto affixed in the presence of Gregory Pollard Meredith for and on behalf of Anthony George Hodgson (Liquidator of Pyramid Building Society (In Liquidation) pursuant to an order of the Supreme Court of Victoria made 9th September, 1994 in the presence of:

Melinda Mullin
MELINDA MULLIN



X [Signature]

The Common Seal of Farrow Mortgage Services Pty Ltd (In Liquidation) A.C.N. 006 125 757 was hereunto affixed in the presence of Gregory Pollard Meredith for and on behalf of Anthony George Hodgson (Liquidator of Farrow Mortgage Services Pty Ltd (In Liquidation) A.C.N. 006 125 757 pursuant to an order of the Supreme Court of Victoria made 9th September, 1994 in the presence of:

Melinda Mullin
MELINDA MULLIN



X [Signature]

Approval No. 571967L

U986634G
160997 0901 77-2 65


A1



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

Approved Form A1
Annexure Page



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS344461S
Number of Pages (excluding this cover sheet)	4
Document Assembled	04/06/2024 11:57

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION	STAGE No. ---	LTO USE ONLY EDITION 1	PLAN NUMBER PS 344461S
----------------------------	------------------	----------------------------------	----------------------------------

LOCATION OF LAND

PARISH: MORANG

TOWNSHIP: -----
SECTION: 3 (PART)
CROWN ALLOTMENT: -----
CROWN PORTION: -----
LTO BASE RECORD: CHART 25 (3183)
TITLE REFERENCES: VOL 10285 FOL 945

LAST PLAN REFERENCE: LOT 8 PS344452T

POSTAL ADDRESS: RESEARCH DRIVE
(AT TIME OF SUBDIVISION) MILL PARK

AMG CO-ORDINATES: E 330300
(OF APPROX. CENTRE OF PLAN) N 5829700 ZONE: 55

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
RESERVE NO.1	WHITTLESEA CITY COUNCIL
RESERVE NO.2	WHITTLESEA CITY COUNCIL
ROAD R1	WHITTLESEA CITY COUNCIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME : WHITTLESEA CITY COUNCIL REF : 141992

~~1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.~~

2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.
DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / /

~~3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 24 OF THE SUBDIVISION ACT 1988.~~

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / ~~HAS NOT~~ BEEN MADE.

(ii) THE REQUIREMENT HAS BEEN SATISFIED.

~~(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE~~

~~COUNCIL DELEGATE~~
~~COUNCIL SEAL~~
~~DATE / /~~

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988

COUNCIL DELEGATE
~~COUNCIL SEAL~~
DATE 9/9/96


NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

STAGING

THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No.

NOTES:

TANGENT POINTS ARE SHOWN THUS : 
LOTS 1 TO 210 (INCL), 219 TO 233 (INCL)
AND LOTS 240 TO 270 (INCL) HAVE BEEN
OMITTED FROM THIS PLAN

SURVEY THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s).
IN PROCLAIMED SURVEY AREA No.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	PIPELINE AND CHANNEL	SEE PLAN	SECT 656F OF LOCAL GOVT. ACT VIDE L.P.218747	CITY OF WHITTLESEA
(E-2)	PIPELINE AND CHANNEL	SEE PLAN	SECT 656F OF LOCAL GOVT. ACT VIDE L.P.218747	CITY OF WHITTLESEA
	DRAINAGE AND SEWERAGE	SEE PLAN	L.P.221757W	LOTS ON L.P.221757W
(E-3)	DRAINAGE AND SEWERAGE	SEE PLAN	L.P.221757W	LOTS ON L.P.221757W
(E-4)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN
(E-4)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LIMITED
(E-5)	PIPELINE AND CHANNEL	SEE PLAN	SECT 656F OF LOCAL GOVT. ACT VIDE L.P.218747	CITY OF WHITTLESEA
(E-5)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN
(E-5)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LIMITED

NOTATIONS

ESTATE RIVERGUM ESTATE
STAGE 8 NO.OF LOTS 25
AREA 3.672HA MEL: MAP10 C2

LTO USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED

DATE 19/11/96

LTO USE ONLY


PLAN REGISTERED

TIME

DATE 21/11/96

J. Sagan
ASSISTANT REGISTRAR OF TITLES

SHEET 1 OF 4 SHEETS

 breese pitt dixon pty ltd
alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

LICENSED SURVEYOR EVAN E. PITT

SIGNATURE DATE 5/6/96

REF: 4481/8 VERSION 3

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

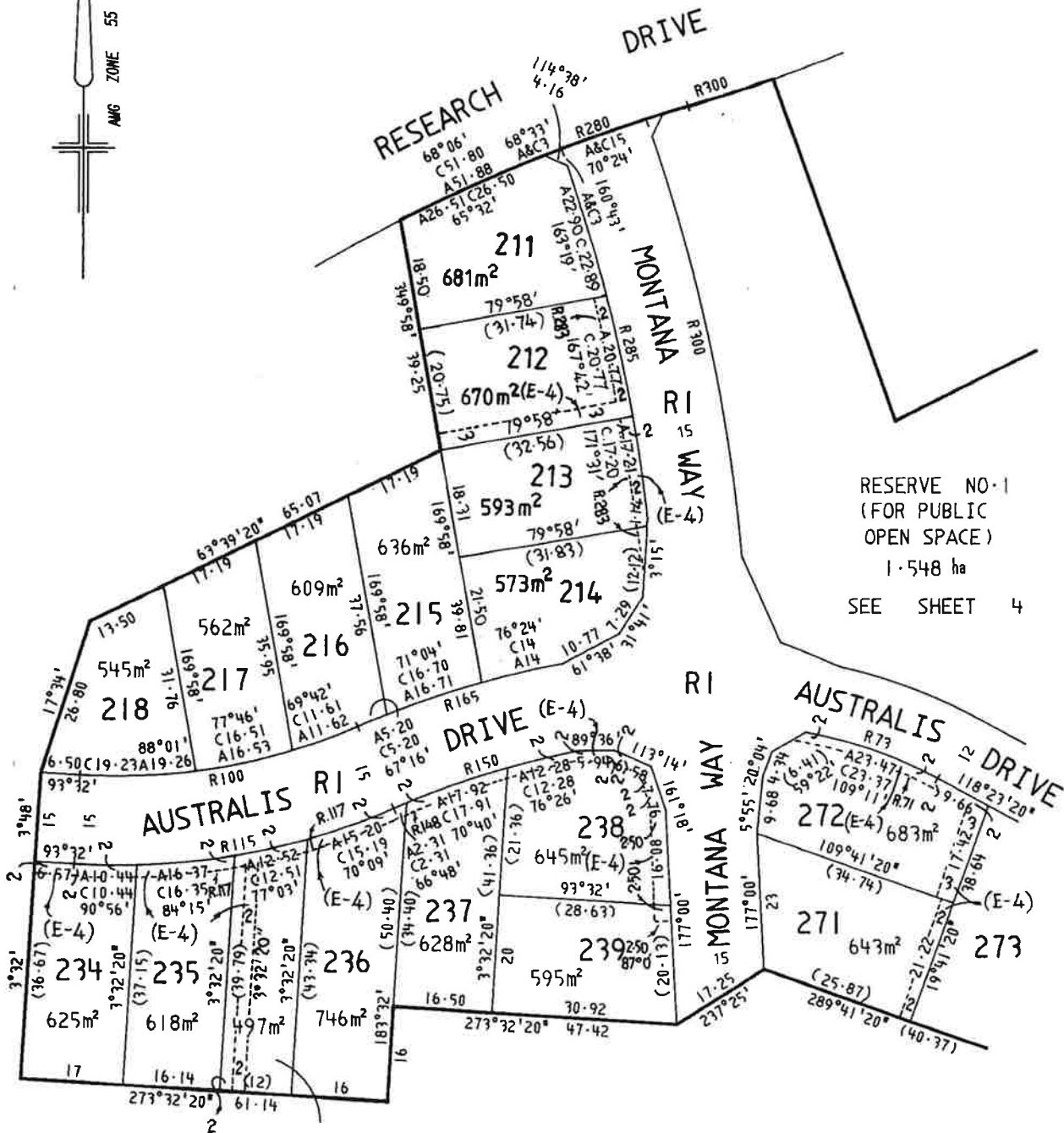
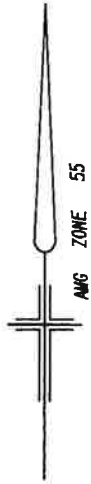
CHECKED L.W. DATE 5/6/96

PLAN OF SUBDIVISION

STAGE No. --

PLAN NUMBER

PS 344461S



RESERVE NO.1
(FOR PUBLIC OPEN SPACE)
1.548 ha
SEE SHEET 4

RESERVE NO.2
(FOR PUBLIC OPEN SPACE)

SEE SHEET 3



breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0701 fax:819 5597

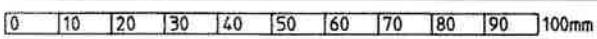
SHEET 2 OF 4 SHEETS

ORIGINAL SHEET SIZE A3

SCALE
1:750
LENGTHS ARE IN METRES

LICENSED SURVEYOR EVAN E. PITT
SIGNATURE DATE 5/6/96
REF: 4481/8 VERSION 3

DATE / /
COUNCIL DELEGATE SIGNATURE

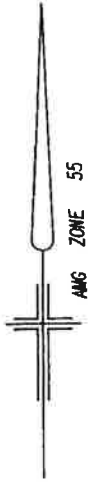


PLAN OF SUBDIVISION

STAGE No. --

PLAN NUMBER

PS 344461S

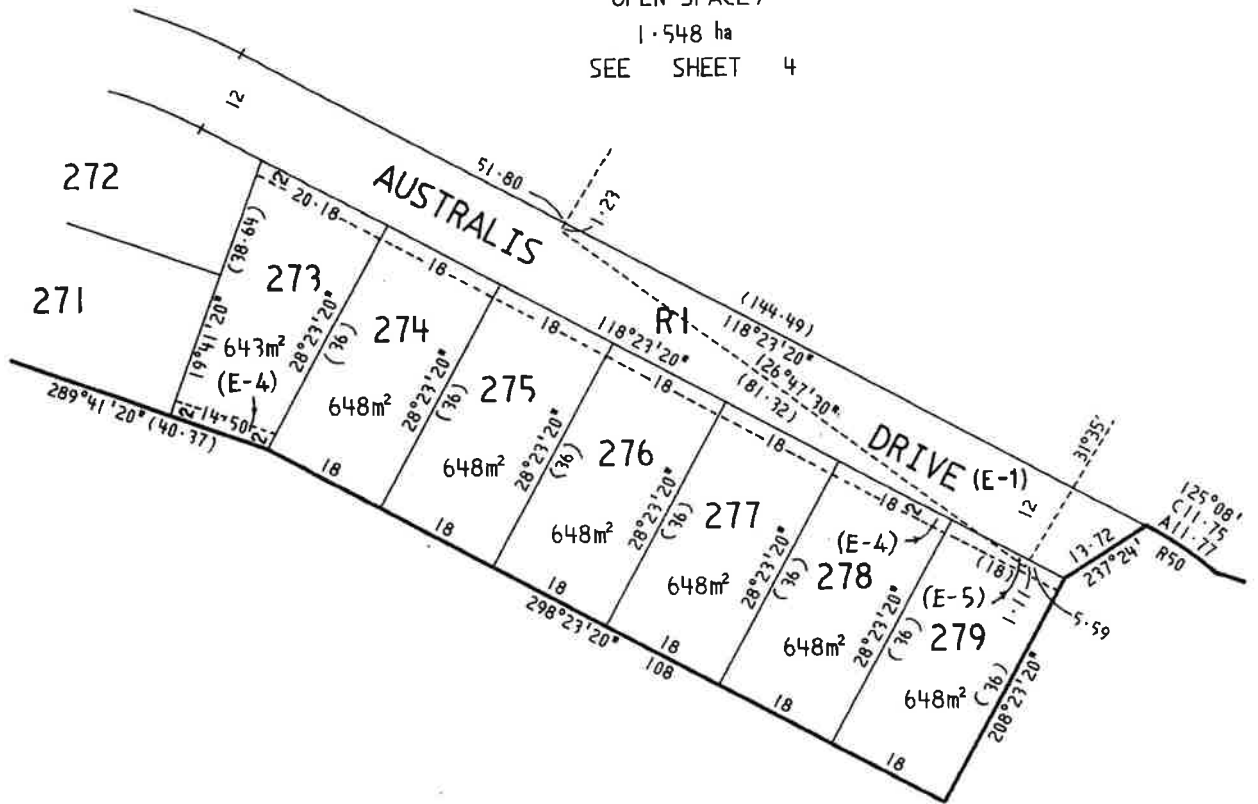


RESERVE NO. 1
(FOR PUBLIC
OPEN SPACE)

1.548 ha

SEE SHEET 4

SEE SHEET 2



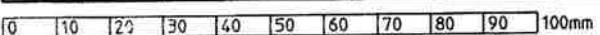
breese pitt dixon pty ltd
alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

SHEET 3 OF 4 SHEETS

ORIGINAL SHEET SIZE A3	SCALE 1:750	SCALE 10 0 10 20 30 LENGTHS ARE IN METRES
------------------------	-------------	---

LICENSED SURVEYOR SIGNATURE	EVAN E. PITT	DATE 5/6/96
REF: 4481/8	VERSION 3	

DATE / /
COUNCIL DELEGATE SIGNATURE

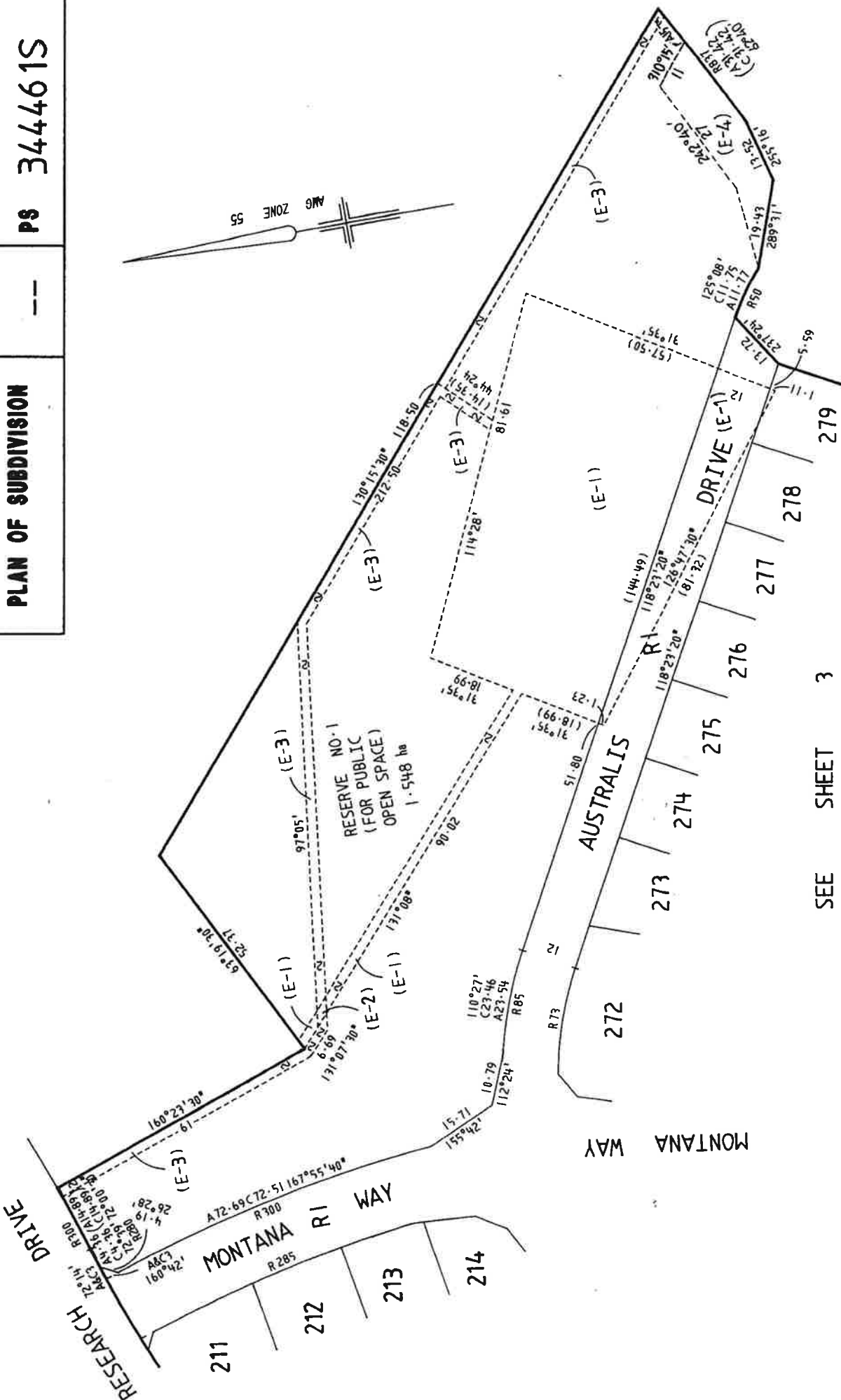


PLAN OF SUBDIVISION

STAGE No. --

PLAN NUMBER

PS 344461S



SEE SHEET 2

SEE SHEET 3

SHEET 4 OF 4 SHEETS

breese pitt dixon pty ltd
 1 alfred street, hawthorn, vic 3122
 ph: 818 0301 fax: 819 5597

SCALE
 10 0 10 20 30 40
 LENGTHS ARE IN METRES

ORIGINAL SCALE
 SHEET SIZE
 1:800 A3

LICENSED SURVEYOR EVAN E. PITT
 SIGNATURE
 REF: 4481/8

DATE 5/6/96
 VERSION 3

DATE / /
 COUNCIL DELEGATE SIGNATURE

629

Extract of EPA Priority Site Register

Page 1 of 2

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 23 MONTANA WAY

SUBURB: MILL PARK

MUNICIPALITY: WHITTLESEA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 10 Reference C2

DATE OF SEARCH: 4th June 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 73070427 - 73070427115614
'4531'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1037251

APPLICANT'S NAME & ADDRESS

RANGLES COOPER AND CO. PTY. LTD. C/- INFOTRACK
(LEAP) C/- LANDATA

DOCKLANDS

VENDOR

CONSTANTINOU, ANNA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4531

This certificate is issued for:

LOT 214 PLAN PS344461 ALSO KNOWN AS 23 MONTANA WAY MILL PARK
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 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

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/>

04 June 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

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

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

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.

From www.planning.vic.gov.au at 04 June 2024 11:57 AM

PROPERTY DETAILS

Address: **23 MONTANA WAY MILL PARK 3082**
Lot and Plan Number: **Lot 214 PS344461**
Standard Parcel Identifier (SPI): **214\PS344461**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **417295**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 10 C2**

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: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

OTHER

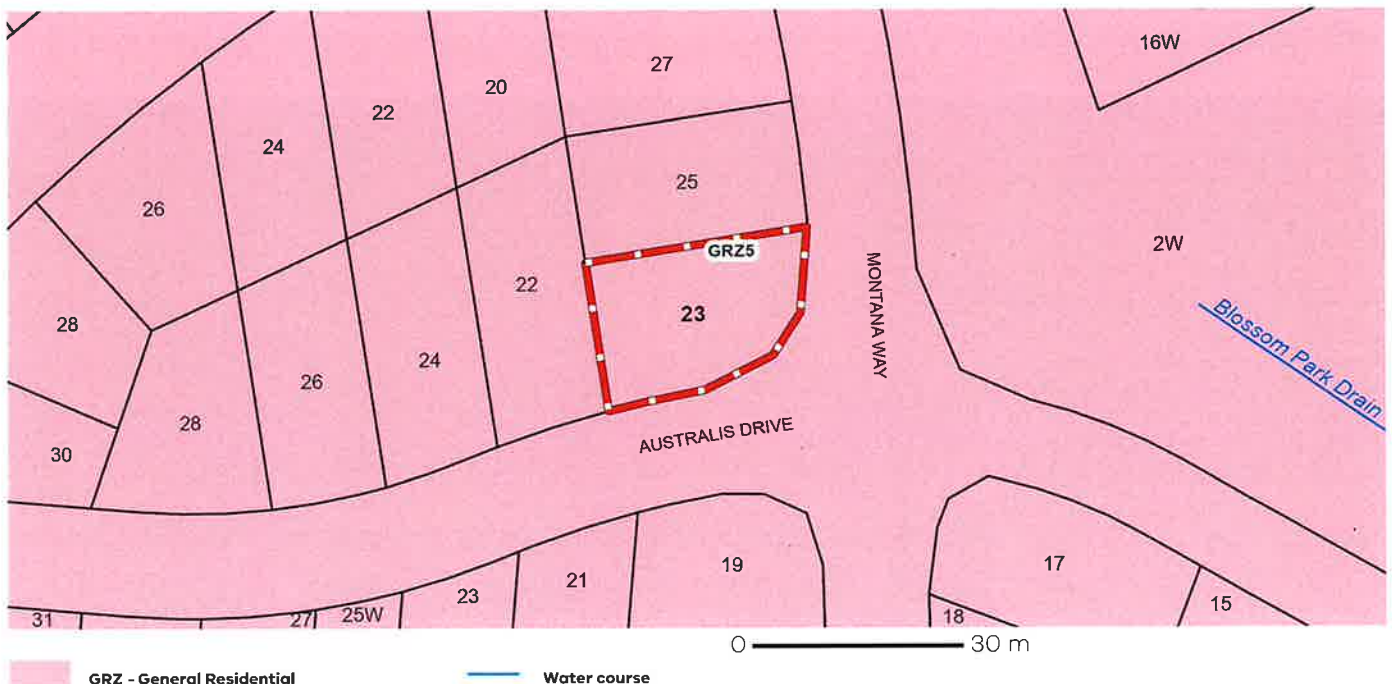
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



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 3 (DCPO3)



DCPO - Development Contributions Plan Overlay

Water course

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

Water course

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 29 May 2024.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Date of issue
05/06/2024

Assessment No.
417295

Certificate No.
161309

Your reference
73070427-016-3

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2024

Property location: 23 Montana Way MILL PARK 3082

Description: LOT: 214 PS: 344461S

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$1,050,000	\$550,000	\$52,500

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2023	\$2,480.34	
Fire services charge (Res) levied on 01/07/2023	\$125.00	
Fire services levy (Res) levied on 01/07/2023	\$48.30	
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	\$0.00	
Interest to 05/06/2024	\$0.00	
Other adjustments	\$0.00	
Less Concessions	-\$303.20	
Sustainable land management rebate	\$0.00	
Payments	-\$2,533.75	
Balance of rates & charges due:		-\$0.01

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	-\$0.01
--	----------------

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 417295



Phone 1300 301 185
Ref 417295



Bill Code 5157
Ref 417295

Property Clearance Certificate

Land Tax



INFOTRACK / RANGLES COOPER AND CO. PTY. LTD.

Your Reference: 230921
Certificate No: 78271708
Issue Date: 04 JUN 2024
Enquiries: ESYSPROD

Land Address: 23 MONTANA WAY MILL PARK VIC 3082

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25716660	214	344461	10307	448	\$0.00

Vendor: JOHN CONSTANTINOU & ANNA CONSTANTINOU

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JOHN CONSTANTINOU	2024	\$550,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,050,000
SITE VALUE:	\$550,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 78271708

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,100.00

Taxable Value = \$550,000

Calculated as \$1,350 plus (\$550,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billier Code: 5249
Ref: 78271708

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 78271708

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RANDLES COOPER AND CO. PTY. LTD.

Your Reference: 230921

Certificate No: 78271708

Issue Date: 04 JUN 2024

Land Address: 23 MONTANA WAY MILL PARK VIC 3082

Lot	Plan	Volume	Folio
214	344461	10307	448

Vendor: JOHN CONSTANTINOU & ANNA CONSTANTINOU

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 78271708

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 78271707</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 78271707</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

4th June 2024

Randles Cooper and Co. Pty. Ltd. C/- InfoTrack (LE
LANDATA

Dear Randles Cooper and Co. Pty. Ltd. C/- InfoTrack (LE,

RE: Application for Water Information Statement

Property Address:	23 MONTANA WAY MILL PARK 3082
Applicant	Randles Cooper and Co. Pty. Ltd. C/- InfoTrack (LE LANDATA
Information Statement	30855639
Conveyancing Account Number	7959580000
Your Reference	4531

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES



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Yarra Valley Water Property Information Statement

Property Address	23 MONTANA WAY MILL PARK 3082
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



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yvw.com.au

Melbourne Water Property Information Statement

Property Address	23 MONTANA WAY MILL PARK 3082
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STATEMENT UNDER SECTION 158 WATER ACT 1989

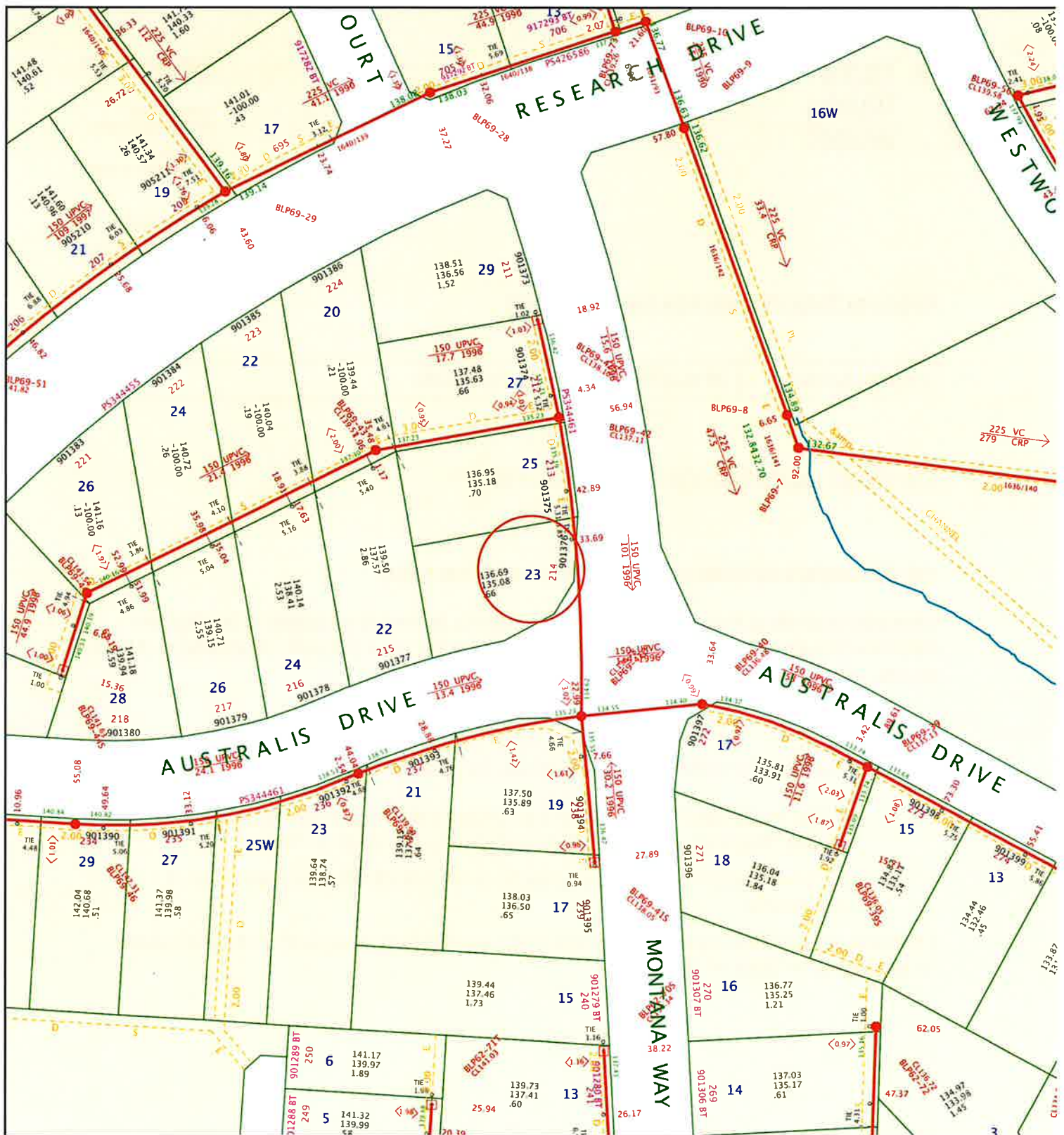
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30855639	Address 23 MONTANA WAY MILL PARK 3082		 Yarra Valley Water ABN 93 066 902 501
	Date 04/06/2024		
	Scale 1:1000		

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;



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Randles Cooper and Co. Pty. Ltd. C/- InfoTrack (LE
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6874630000
Rate Certificate No: 30855639

Date of Issue: 04/06/2024
Your Ref: 4531

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
23 MONTANA WAY, MILL PARK VIC 3082	214\PS344461	1535407	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 36.000000kL x \$3.34380000 = \$120.38</i> Estimated Average Daily Usage \$1.45	13-02-2024 to 06-05-2024	\$120.38	\$0.00
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$0.00
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$0.00
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

* 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.



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

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

Property No: 1535407

Address: 23 MONTANA WAY, MILL PARK VIC 3082

Water Information Statement Number: 30855639

HOW TO PAY



Bill Code: 314567
Ref: 68746300000

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage (consumer.vic.gov.au/due-diligence-checklist) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the [Commercial and industrial noise page](#) on the [Environment Protection Authority website](#) and the [Odour page](#) on the [Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page](#) on the [Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal](#) on the [Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page](#) on the [Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section](#) on the [Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page](#) on the [Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section](#) on the [Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page](#) on the [Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page](#) on the [Department of Economic Development, Jobs, Transport and Resources website](#)

- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.](#)

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website.](#)

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.](#)

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website.](#)

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.](#)

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website.](#)

Building permits

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.

For more information about building regulation, visit our [Building and renovating section.](#)

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website.](#)

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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website.](#)

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.](#)

For information on the National Broadband Network (NBN) visit the [NBN Co website.](#)

Buyers' rights

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.

For more information, view our [Buying property section.](#)

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website](#)

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

Your Ref: 73070427-018-7

24 June 2024

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 23 (Lot 214) Montana Way MILL PARK**

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-21569/20140151/0	02/04/2014	Pool/Safety Barrier	21/11/2014

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

(Please consult with Owner for copy of Building Notice where applicable)

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

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

Yours sincerely


**BUILDING & PLANNING
 CITY OF WHITTLESEA**

Council Offices
 25 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
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

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Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879