

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

Contract of sale

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 AGREEMENT. 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: **Ronald James McGill and Jennifer Lee Dickson**

State nature of authority, if applicable:

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

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*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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Property address

The address of the land is: **26 Cardinia Place Wallan VIC 3756**

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

Includes fixed floor coverings, window furnishings, electric light fittings, all fixtures & fittings as inspected.

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

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*

If there is any inconsistency with the General Conditions and the following Special Conditions, then the following Special Conditions will prevail.

Special condition 1 – Interest, Expenses, Compensation and Legal Costs

1.1 For the purpose of defining compensation for any reasonably foreseeable loss, 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;

and shall include the following:

1. all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property (if applicable) and all interest on such bridging finance;
2. accommodation expenses necessarily incurred by the Vendor;
3. a rescheduling settlement fee of \$143.00 for each and every rescheduling / rebooking of settlement from the due date to each and every alternative date thereafter;
4. all other legal and conveyancing costs and expenses payable by the Vendor to its Legal Representative;
5. any other amounts directly resulting from a breach by the Purchaser;
6. penalty interest as set out in General Condition 33.

Special condition 2 – Outgoings

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.

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 purchase'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 Pty 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 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 or indirectly 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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately 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 be described by a 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 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. BUILDING 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 is sold 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 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. 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 lodgment 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 lodgment can no longer be conducted electronically. Special 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 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 lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment
- 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 special 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 vendors subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with 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 premise 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 the 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's 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 authorised 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 that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE

If the Purchaser shall be or include a Company, the Company will upon execution hereof procure the execution by each of its Directors of this "Guarantee" set out hereunder:

WE,

(hereinafter called "the Guarantors") in consideration of the within named Vendor selling to the within named Purchaser at our request the Land described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase moneys or interest, or other moneys payable to the Vendor by the Purchaser under the within Contract, or in the performance or observance of any term of condition of the within Contract to be performed or observed by the Purchaser, we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase moneys, interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest or other moneys payable under the within Contract and all losses costs charges expenses whatsoever which the Vendors may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any moneys payable under the within Contract, or the conditions under the within Contract, or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties, would be for the provisions have the effect of releasing us, or executors or administrators

EXECUTED AS A DEED on the _____ day of _____ 20____

SIGNED SEALED AND DELIVERED by _____)
the said _____)
in the presence of: _____)

Guarantor

Witness

SIGNED SEALED AND DELIVERED by _____)
the said _____)
in the presence of: _____)

Guarantor

Witness

Vendor Statement


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


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

The vendor may sign by electronic signature.

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

Land	26 Cardinia Place, Wallan 3756
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Vendor's name	Ronald James McGill	Date 22/04/2024
Vendor's signature		

Vendor's name	Jennifer Lee Dickson	Date 22/04/2024
Vendor's signature		

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): -

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. **BUILDING PERMITS**

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

Not Applicable.

6. **OWNERS CORPORATION**

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

Not Applicable.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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:

9.1 (a) **Registered Title**

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

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 Staged Subdivision

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

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)

As attached.

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

Page 1 of 1

VOLUME 11167 FOLIO 469

Security no : 124109873084N
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LAND DESCRIPTION

Lot 147 on Plan of Subdivision 604493G.
PARENT TITLE Volume 11047 Folio 619
Created by instrument PS604493G 30/10/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
RONALD JAMES MCGILL
JENNIFER LEE DICKSON both of 38 WEDGE STREET EPPING VIC 3076
AN088884C 08/09/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS144334M 07/05/2019
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS604493G 30/10/2009

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

AGREEMENT Section 173 Planning and Environment Act 1987
AC567604N 24/12/2003

AGREEMENT Section 173 Planning and Environment Act 1987
AG804301F 09/10/2009

DIAGRAM LOCATION

SEE PS604493G 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: 26 CARDINIA PLACE WALLAN VIC 3756

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 07/05/2019

DOCUMENT END



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Document Type	Plan
Document Identification	PS604493G
Number of Pages (excluding this cover sheet)	13
Document Assembled	18/10/2023 15:30

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PS604493G

SUBDIVISION ACT 1988 PLAN OF SUBDIVISION	STAGE No.	LR USE ONLY EDITION 2	21/10/2009 \$7871.30 PS
--	-----------	---------------------------------	-----------------------------

LOCATION OF LAND

PARISH: WALLAN WALLAN

TOWNSHIP: -----

SECTION: -----

CROWN ALLOTMENT: -----

CROWN PORTION: 18 (PART) AND 19 (PART)

TITLE REFERENCES: VOL. FOL.

LAST PLAN REFERENCE: PS 521779X LOT 1

POSTAL ADDRESS: WALLAN-WHITTLESEA ROAD
(at time of subdivision) WALLAN 3756

MGA CO-ORDINATES: E 322 750 ZONE: 55
(of approximate centre of land in plan) N 5 856 450

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME : MITCHELL SHIRE COUNCIL REF : *PCE6010/06*

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 21 OF THE SUBDIVISION ACT 1988.~~

OPEN SPACE

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

(ii) ~~THE REQUIREMENT HAS BEEN SATISFIED.~~

(iii) ~~THE REQUIREMENT HAS BEEN SATISFIED.~~

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

COUNCIL DELEGATE *[Signature]*

COUNCIL SEAL

DATE *12/10/09*

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

COUNCIL DELEGATE

~~COUNCIL SEAL~~

DATE */ /*

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
ROADS, R-1	MITCHELL SHIRE COUNCIL
RESERVE No.1	MITCHELL SHIRE COUNCIL
RESERVE No.2	SPI ELECTRICITY PTY. LTD.

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.

LOTS 1-100 (BOTH INCLUSIVE), 112 AND 113 HAVE BEEN OMITTED FROM THIS PLAN

OTHER PURPOSE OF THIS PLAN
 CREATION OF RESTRICTIONS - SEE SHEETS 11 - 12

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.
 SURVEY THIS PLAN IS BASED ON SURVEY IN PS 521779X

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

EASEMENT INFORMATION

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-2, E-6	PIPELINE OR ANCILLARY PURPOSES	2.50	PSS21779X	GOULBURN VALLEY REGION WATER AUTHORITY
E-3, E-5	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER
E-4, E-5, E-6	DRAINAGE	SEE DIAG.	THIS PLAN	MITCHELL SHIRE COUNCIL

LR USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED

DATE *21/10/2009*

LR USE ONLY
 PLAN REGISTERED
 TIME 2:47pm
 DATE 30 / 10 / 2009

C.Zagorski

ASSISTANT REGISTRAR OF TITLES

[Signature]

DATE *12/10/09*

COUNCIL DELEGATE SIGNATURE

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 CIVIL ENGINEERS • LAND SURVEYORS • DEVELOPMENT CONSULTANTS

Reeds Consulting Pty Ltd
 Level 6 440 Elizabeth Street
 Melbourne 3000
 phone (03) 8660 3000 fax (03) 8660 3060
 e-mail survey@reedscon.com.au

LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN

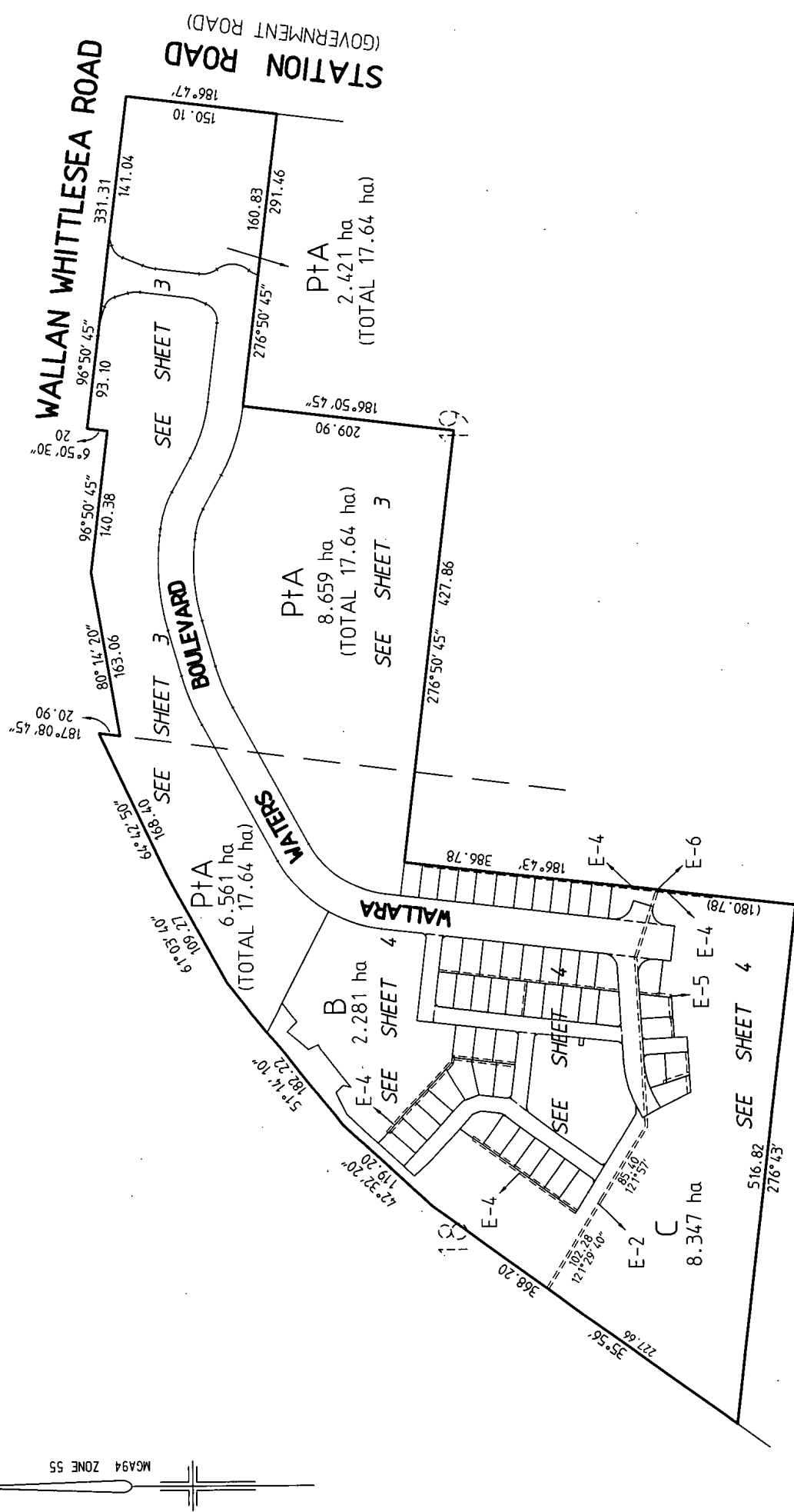
SIGNATURE *[Signature]* DATE *24 / 3 / 2009*

REF: 20569/1PS VERSION: K DATE: 13/03/09 1PS1K.DGN

SHEET 1 OF 12 SHEETS

ORIGINAL SHEET SIZE A3

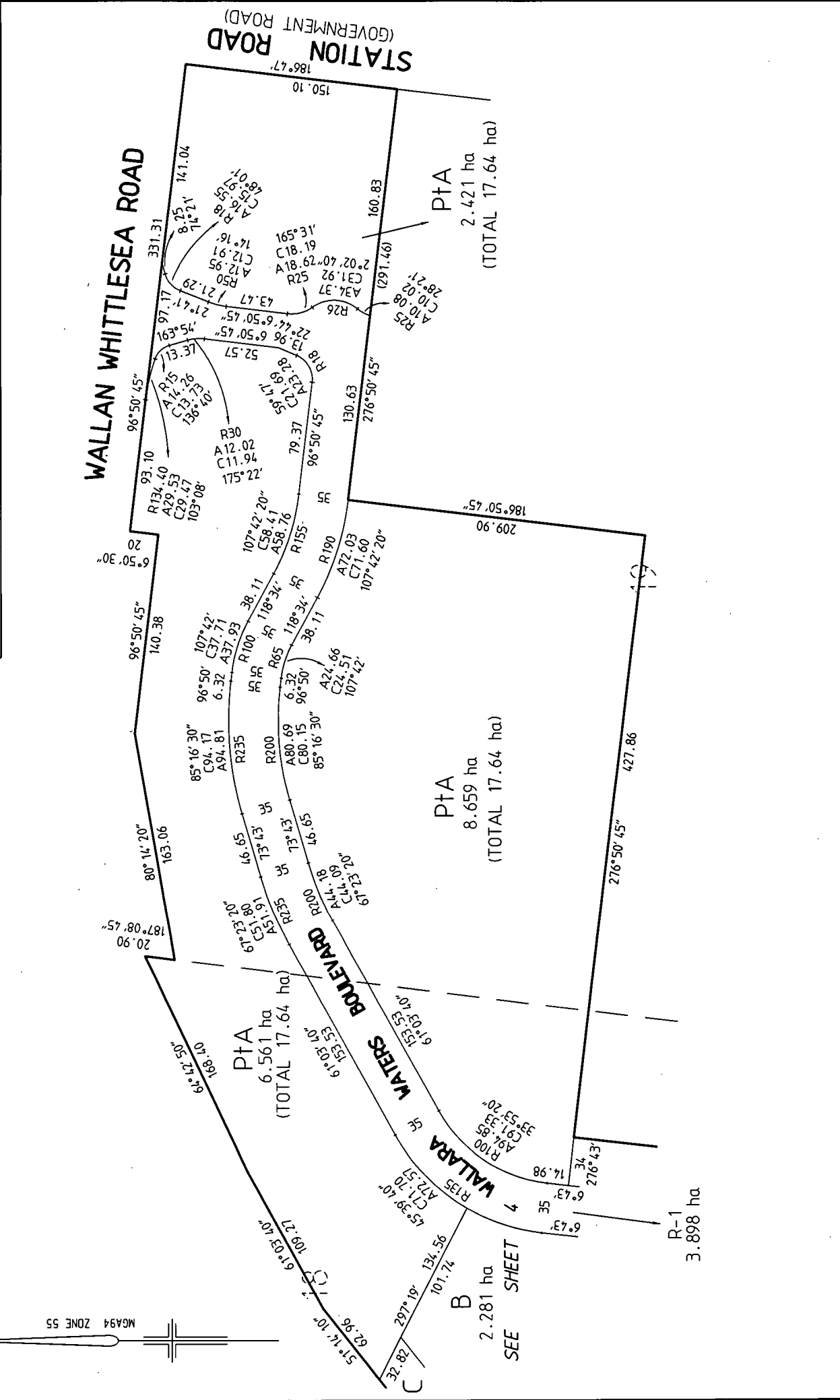
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 STAGE No. 1 PLAN NUMBER
PS 604493G



MGA94 ZONE 55

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	<p>SCALE</p> <p>50 0 50 100 150</p> <p>LENGTHS ARE IN METRES</p>
<p>ORIGINAL SCALE (SHEET SIZE) 1:4000 A3</p>	<p>LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN</p> <p>SIGNATURE <i>Alan David Norman</i> DATE 24/3/2009</p> <p>REF: 20569/IPS VERSION: K DATE: 13/03/09 1PS2K.DGN</p>
<p>SHEET 2</p>	<p>DATE 12/10/09</p> <p>COUNCIL DELEGATE SIGNATURE <i>[Signature]</i></p>

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 STAGE No. PLAN NUMBER
PS 604493G



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SCALE
 0 50 100
 LENGTHS ARE IN METRES

ORIGINAL SCALE 1:2500
 SHEET SIZE A3

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 SIGNATURE *Alan David Norman* DATE 24/3/2009
 REF: 20569/1PS VERSION: K DATE: 13/03/09 IPS:K.DGN

SHEET 3

DATE 12/10/09
 COUNCIL DELEGATE SIGNATURE

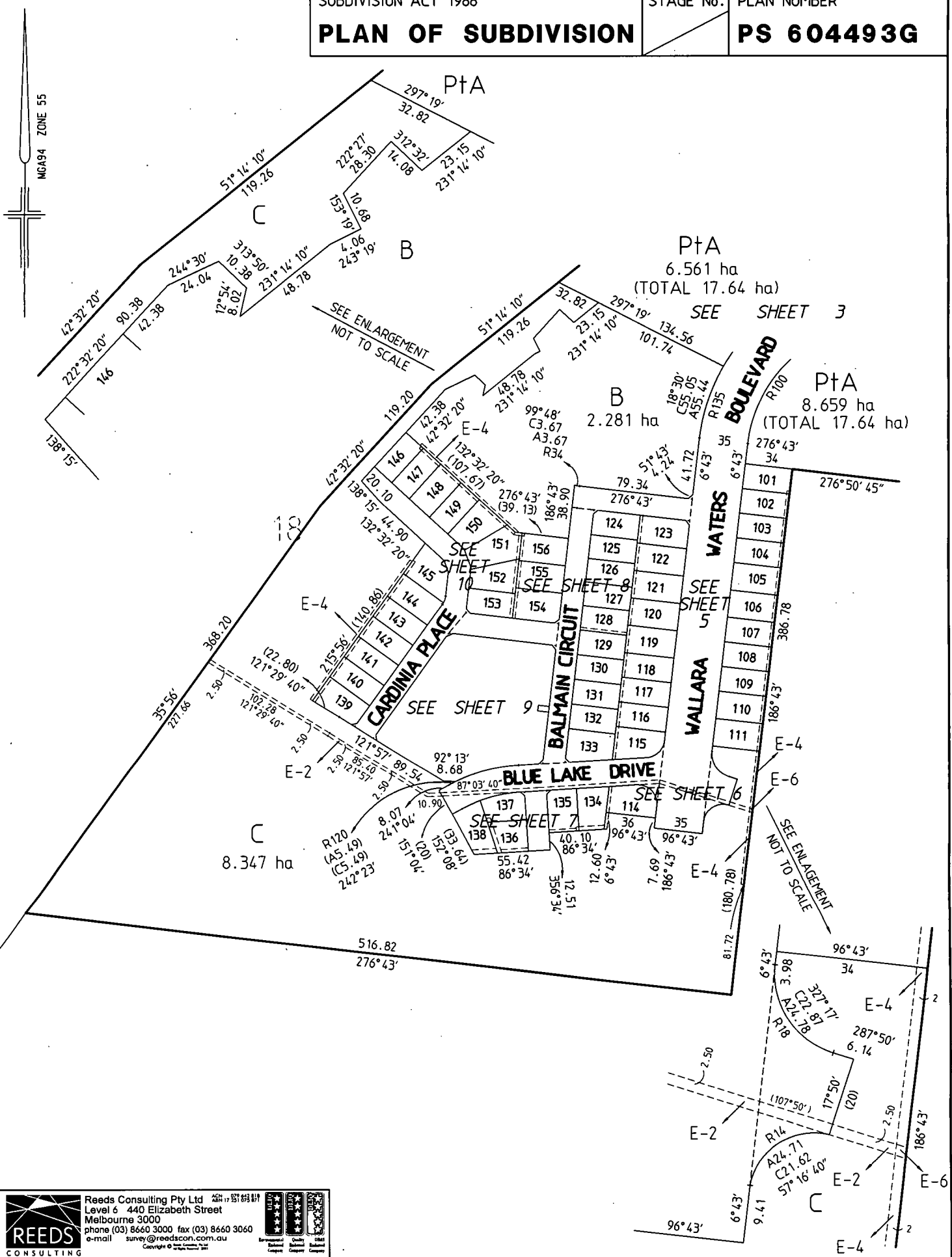
SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

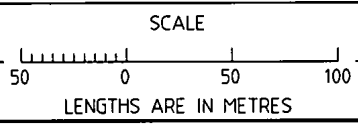
PLAN OF SUBDIVISION

PS 604493G



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 REF: 20569/1PS VERSION:K DATE: 13/03/09 1PS4K.DGN

SHEET 4
 DATE 12/10/09
 COUNCIL DELEGATE SIGNATURE *[Signature]*

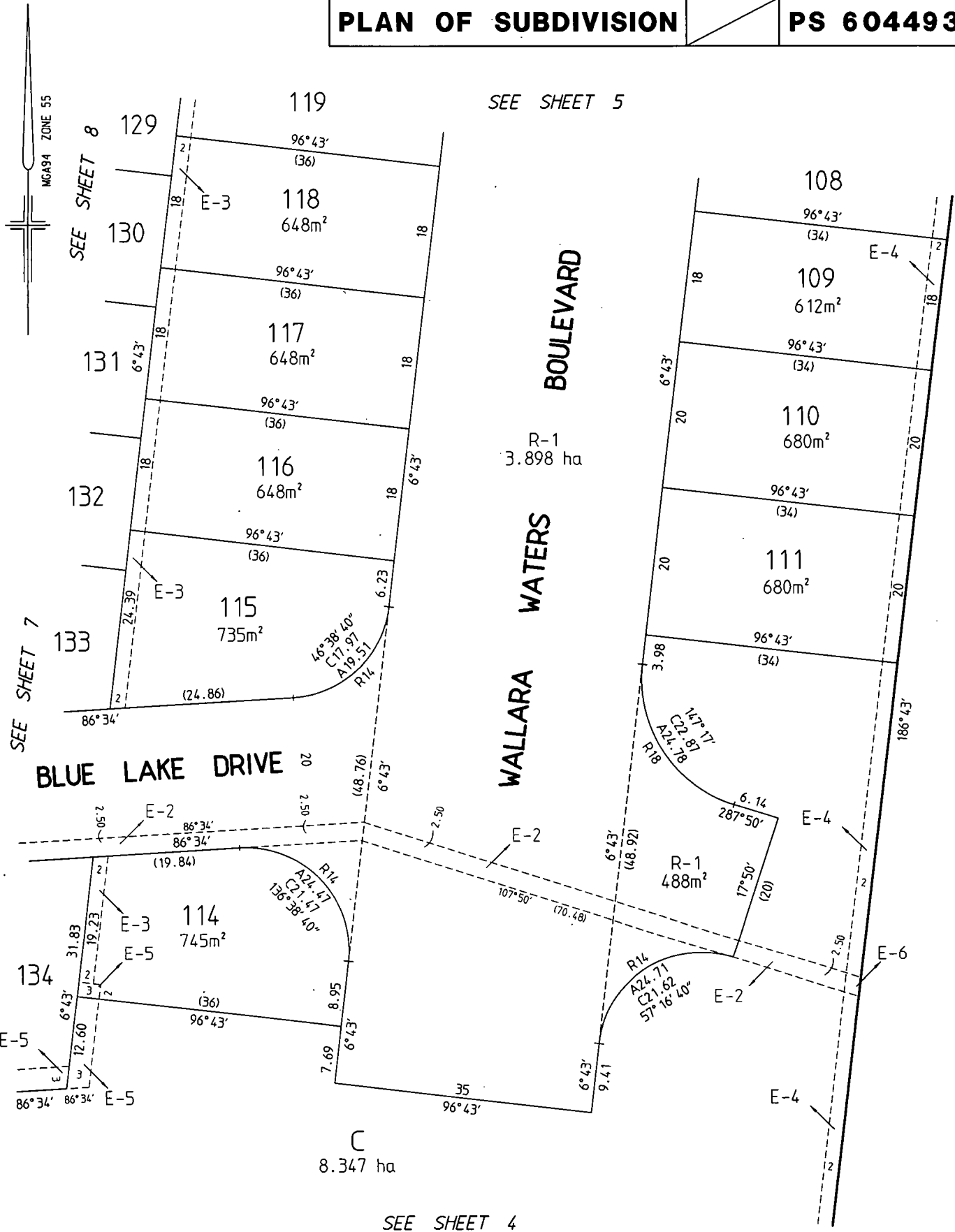
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SCALE

10 0 10 20

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
 1:500 A3

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SIGNATURE *Alan Norman* DATE 24/3/2009

REF: 20569/1PS VERSION: K DATE: 13/03/09 1PS6K.DGN

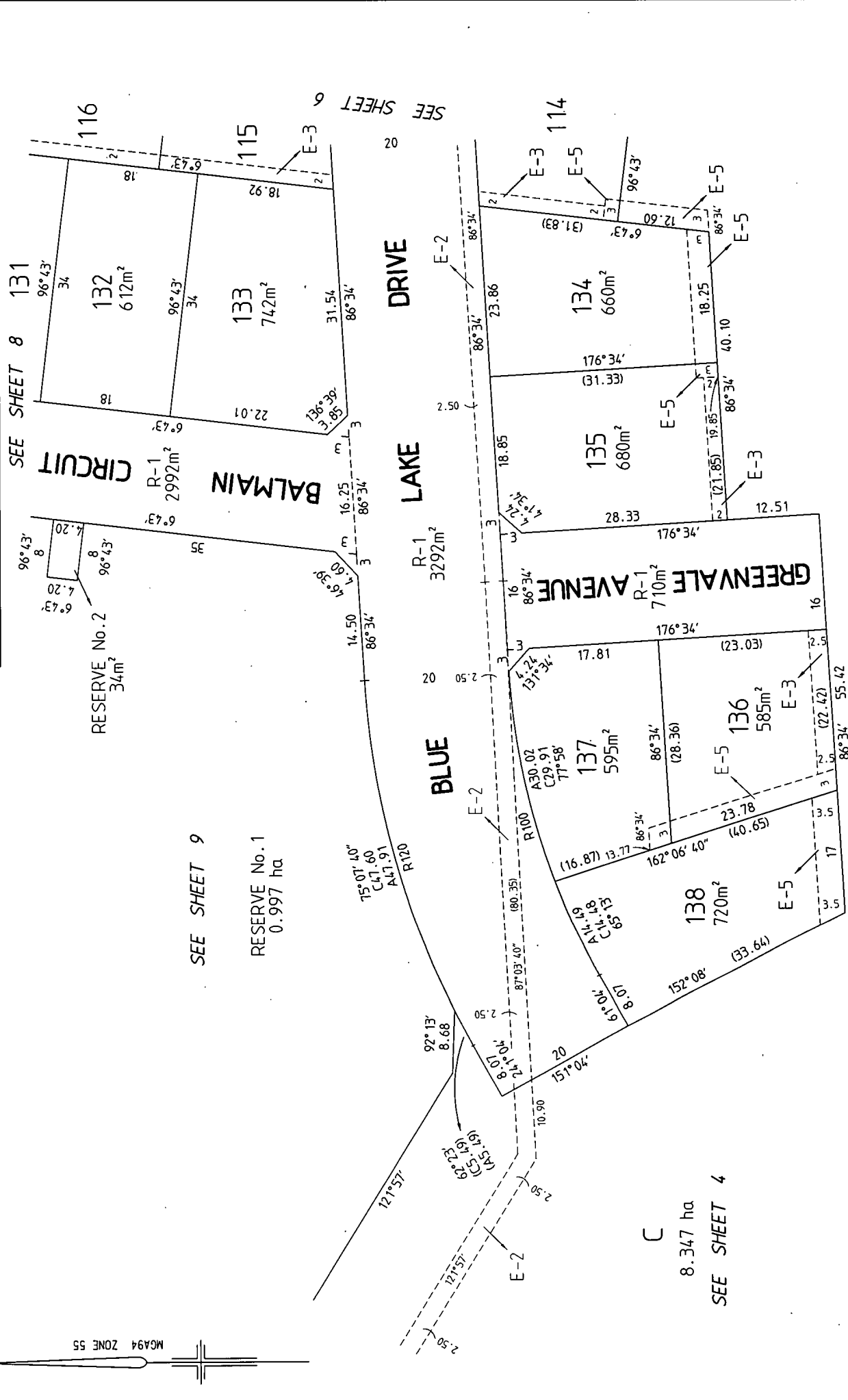
SHEET 6

DATE *12/10/09*

COUNCIL DELEGATE SIGNATURE *[Signature]*

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

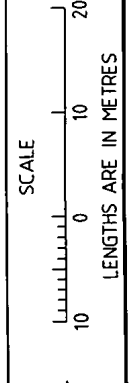
STAGE No. PLAN NUMBER
PS 604493G



SHEET 7
 DATE 21/01/09
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT)
 ALAN DAVID NORMAN
 SIGNATURE
 DATE 24/3/2009
 REF: 20569/IPS VERSION: K DATE: 13/03/09 1PS7K.DGN

ORIGINAL SCALE 1:500
 SHEET SIZE A3



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SUBDIVISION ACT 1988

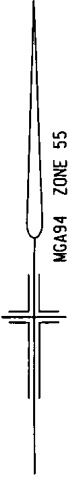
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

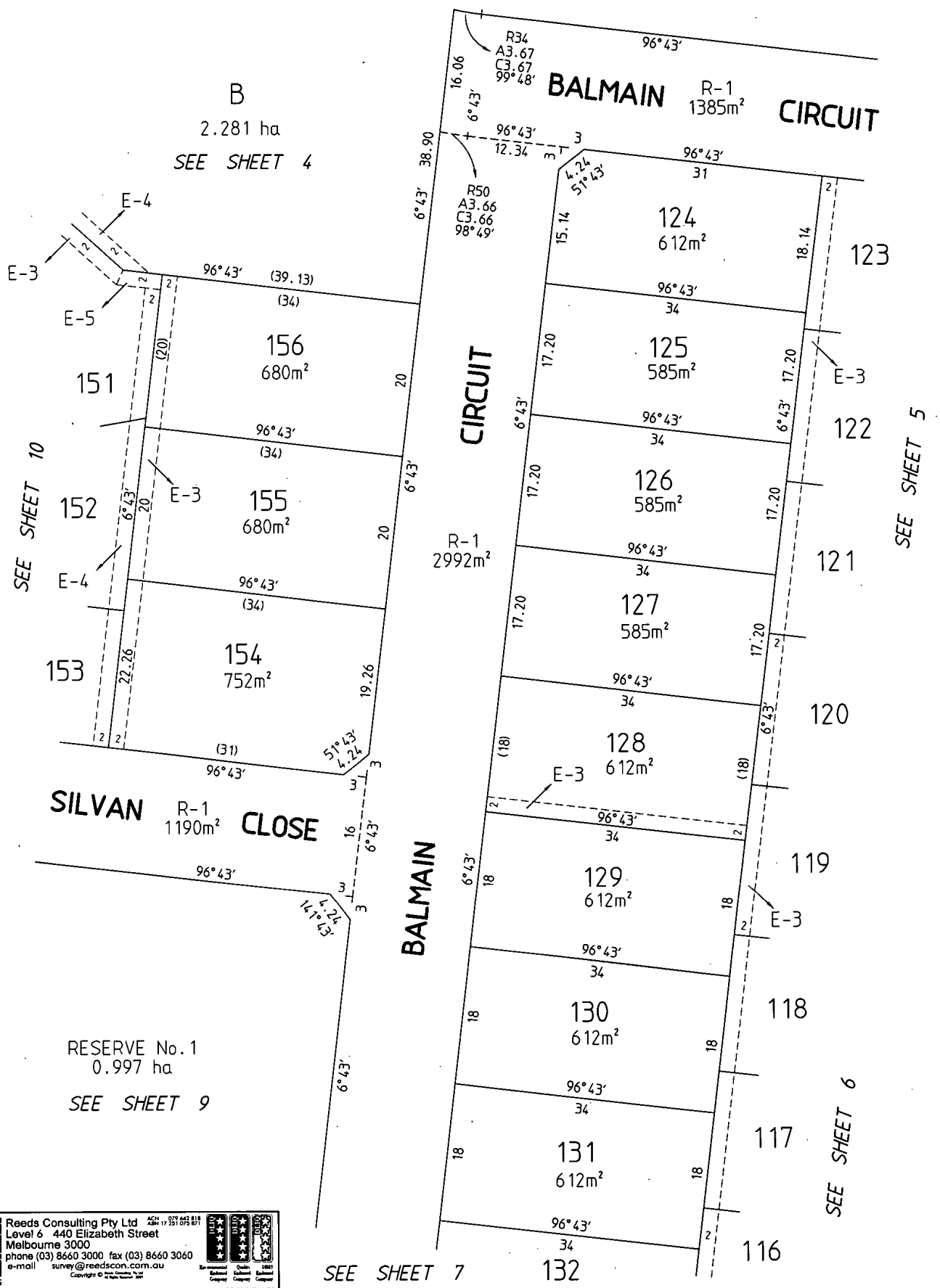
PS 604493G

WARNING
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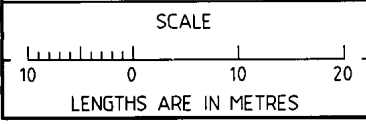
B
2.281 ha
SEE SHEET 4

SEE SHEET 4



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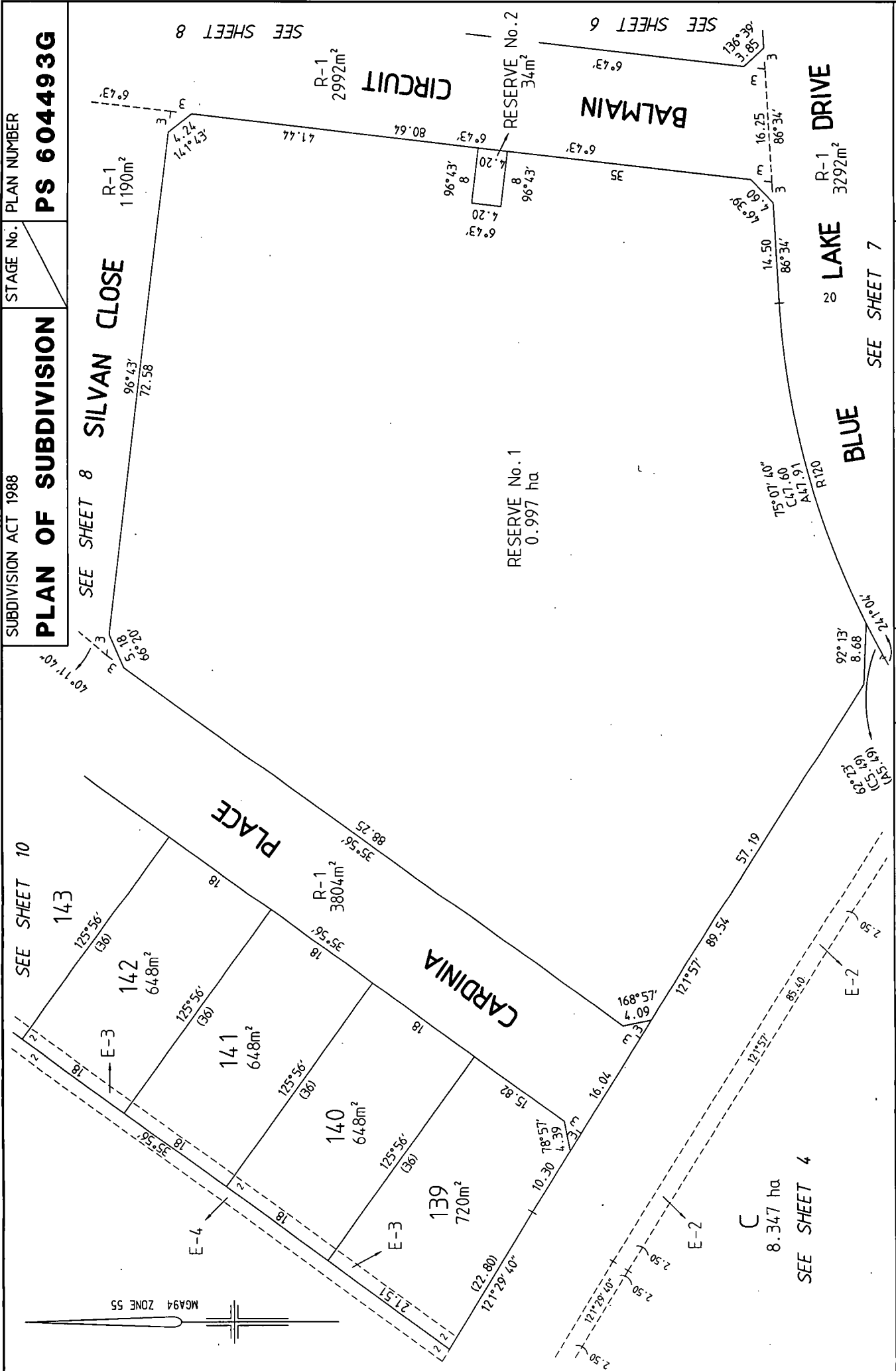
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ORIGINAL SCALE SHEET SIZE
1:500 A3

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SIGNATURE *Alan David Norman* DATE 24/3/2009
REF: 20569/1PS VERSION: K DATE: 13/03/09 1PS8K.DGN

SHEET 8
DATE 12/10/09
COUNCIL DELEGATE SIGNATURE *[Signature]*



SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PS 604493G

STAGE No. _____
 PLAN NUMBER
PS 604493G

SEE SHEET 10
 SEE SHEET 8
 SILVAN CLOSE
 R-1 1190m²
 R-1 2992m²
 RESERVE No. 1
 0.997 ha
 BALMAIN
 RESERVE No. 2
 34m²
 SEE SHEET 6
 LAKE
 R-1 3292m²
 BLUE
 SEE SHEET 7
 SEE SHEET 8

<p>Reeds Consulting Pty Ltd Level 6 440 Elizabeth Street Melbourne 3000 phone (03) 8660 3000 fax (03) 8660 3060 e-mail survey@reedscon.com.au www.reedscon.com.au</p>	ORIGINAL SCALE 1:500 SHEET SIZE A3 LENGTHS ARE IN METRES SCALE 0 10 20 10 20	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN SIGNATURE <i>Alan David Norman</i> DATE 24/3/2009	SHEET 9 DATE 18/10/09 COUNCIL DELEGATE SIGNATURE
	REF: 205691/1PS VERSION: K DATE: 13/03/09 IPS9K.DGN		

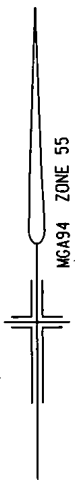
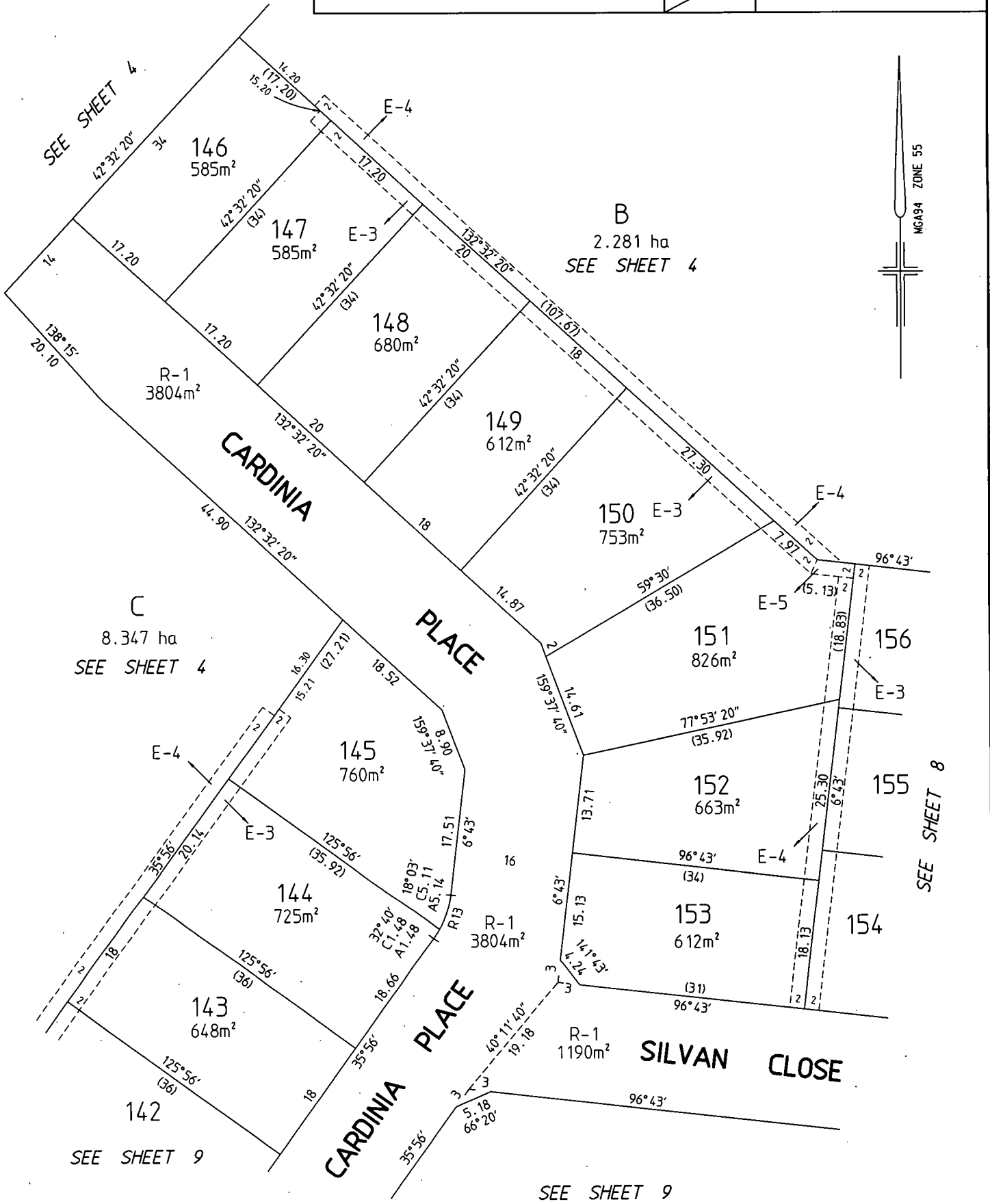
SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

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SCALE

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ORIGINAL SCALE SHEET SIZE
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SIGNATURE *Alan David Norman* DATE 24/3/2009

REF: 20569/1PS VERSION: K DATE: 13/03/09 1PS10K.DGN

SHEET 10

DATE 12/10/09

COUNCIL DELEGATE SIGNATURE *[Signature]*

SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 604493G

CREATION OF RESTRICTION No. 1

The following Restriction is to be created upon Registration of this plan:
For the purposes of this restriction:

- (a) "Minimum Front Boundary Setback" means, in respect of each lot, the distance between the Front Boundary and the front of the building envelope as shown on sheets 13-18 (all inclusive) of this plan.
- (b) "Front Boundary" means:
 - (i) in the case of any lot where only one boundary of that lot abuts a road, the boundary which abuts the road; and
 - (ii) in the case of any lot where two boundaries of that lot each abut a road, the shorter boundary which abuts the road.
- (c) All distances are to be measured at right angles.

Land Benefit - Lots 101 to 111 and 114 to 156 (all inclusive) on this plan.

Land to be burdened: Lots 101 to 111 and 114 to 156 (all inclusive) on this plan.

Description of Restriction: The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not:

- (1) Construct or cause or permit to be constructed or remain erected on any burdened lot any building forward of the Minimum Front Boundary Setback.
- (2) Construct or cause or permit to be constructed on any lot on this Plan:-
 - (i) any building other than one dwelling house with the usual outbuildings such dwelling house having a minimum floor area (excluding any verandah, carport or garage) of
 - 170 square metres excluding garage for allotments with an area 600 square metres or greater
 - 150 square metres excluding garage for allotments with an area between 500 and 599 square metres
 - 120 square metres excluding garage for allotments with an area of less than 499 square metres
 (2) (i) does not apply to any lot created upon further subdivision of Lots 135, 139 and/or 154
 - (ii) any dwelling (including garage and carport) of which less than fifty percent (50%) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry or masonry veneer;
 - (iii) any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal;
 - (iv) any dwelling with roof of other than masonry or terracotta tiles or coloured non-reflective metal roofing material;
 - (v) any dwelling having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street and in the case where lots front on to parkland, must not be visible from the park.
- (3) Erect or cause or permit to be erected or to remain erected:-
 - (i) on either side boundary or the rear boundary of any burdened Lot any fence of a height more than 1.8 metres;
 - (ii) any fence on either side boundary or the rear boundary of any burdened Lot except a fence of timber palings with a timber cap, and exposed posts on both sides of the fence;
 - (iii) any fence on either side boundary of any Lot between the Front Boundary and the Minimum Front Boundary Setback
 - (iv) any fence along the front boundary
- (4) Notwithstanding anything contained in this Creation of Restriction, nothing shall prevent Australand Residential No. 126 Pty. Ltd. ACN 107 356 105 and/or Nordic Pty Ltd ACN 101 176 952 from constructing a feature fence on the western (side) boundary of each of lot 146 on this plan, or the registered proprietor of that lot replacing such fence with a fence of the same type and construction.
- (5) At any time park or store on or within any lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan or trailer in such a way as to be visible from any street adjacent to or abutting that lot;
- (6) At any time keep, place or maintain any outside clothes drying or airing facility on any lots so as to be visible from any street adjacent to or abutting that lot.
- (7)
 - (i) keep any more than two domestic birds on the lot at any one time; and
 - (ii) keep any more than two of any kind of animal or bird at any one time.
- (8) erect, display or exhibit or allow to be erected, displayed or exhibited or to remain erected, displayed or exhibited any advertising signage without the written consent of Australand Residential No. 126 Pty. Ltd. ACN 107 365 105, except signage advertising the lot for sale after the expiration of five (5) years from the registration of this plan, or the date upon which a residence is completed on the lot, whichever is earlier.

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AGM 17 227 624 877
phone (03) 8660 3000 fax (03) 8660 3060

Environmental Quality
Committed Consistent

LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN
SIGNATURE *Alan David Norman* DATE 24/3/2009
REF: 20569/1PS VERSION: K DATE: 13/03/09 1PS11K.DGN

SHEET 11
DATE 12/10/09
COUNCIL DELEGATE SIGNATURE *Alan David Norman*

SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 604493G

CREATION OF RESTRICTION No.2

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

Table of Land Burdened and Land Benefitted:

Burdened Lot No.	Benefitted Lot No.	Burdened Lot No.	Benefitted Lot No.
101	102	130	117, 118, 129, 131
102	101, 103	131	116, 117, 130, 132
103	102, 104	132	115, 116, 131, 133
104	103, 105	133	115, 132
105	104, 106	134	114, 135
106	105, 107	135	134
107	106, 108	136	137, 138
108	107, 109	137	136, 138
109	108, 110	138	136, 137
110	109, 111	139	140
111	110	140	139, 141
114	134	141	140, 142
115	116, 133, 132	142	141, 143
116	115, 117, 131, 132	143	142, 144
117	116, 118, 130, 131	144	143, 145
118	117, 119, 129, 130	145	144
119	118, 120, 128, 129	146	147
120	119, 121, 127, 128	147	146, 148
121	120, 122, 126, 127	148	147, 149
122	121, 123, 125, 126	149	148, 150
123	122, 124, 125	150	149, 151
124	123, 125	151	150, 152, 156
125	122, 123, 124, 126	152	151, 153, 154, 155, 156
126	121, 122, 125, 127	153	152, 154
127	120, 121, 126, 128	154	152, 153, 155
128	119, 120, 127, 129	155	152, 154, 156
129	118, 119, 128, 130	156	151, 152, 155

Description of Restriction:

- 1) The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the provisions of memorandum of common provisions registered in Dealing No. **AA1359** which memorandum of common provisions is incorporated into and by this plan.
- 2) This Creation of Restriction No.2 shall cease to have effect on the day which is 10 years from the day of registration of this plan.

For building envelope diagrams refer to memorandum of common provisions AA1377



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 Melbourne 3000
 phone (03) 8660 3000 fax (03) 8660 3060
 e-mail survey@reedscon.com.au
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SIGNATURE *Alan David Norman* DATE 24/3/2009

REF: 20569/1PS VERSION: K DATE: 13/03/09 1PS12K.DGN

SHEET 12

DATE 12/10/09
 COUNCIL DELEGATE SIGNATURE *[Signature]*



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FORM 13

AC567604N



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

Planning and Environment Act 1987

Lodged at the Land Titles Office by :

Name: Comlto & Co.,
Phone: 9480 1544
Address: 660 High Street, Thornbury
Customer Code: 3850G
Ref: AFC:AT.030908

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

Land:

Volume 8998 Folio 945, Volume 8998 Folio 947, Volume 8998 Folio 949, Volume 8872 Folio 355, Volume 10734 Folio 423, Volume 8998 Folio 942 Volume 10398 Folio 882, Volume 9521 Folio 133, Volume 8998 Folio 943 and Volume 10454 Folio 013.

NOW - v 10778 F. 147/148 (61)
NN 19-1-04

NOW - v.10778 F. 149/150 (61)

Authority:

The Mitchell Shire Council



DRC567604N-1-2

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the agreement is attached to this application

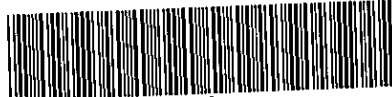
Signature:

[Handwritten Signature]
COUNCIL OFFICIAL

IAN SCHOLLES
A SENIOR OFFICER OF THE
MITCHELL SHIRE COUNCIL AS
DEFINED IN THE LOCAL
GOVERNMENT ACT 1989

DATE:

[Handwritten mark]



DAC567604N-2-1

THIS AGREEMENT is made the *12th* day of *December* Two thousand and three.

BETWEEN:

THE MAYOR, COUNCILLORS AND CITIZENS OF THE MITCHELL SHIRE COUNCIL (hereinafter referred to as "the Council")

of the First Part

AND

CANDIBON PTY LTD A.C.N. 006 867 358
of 18-22 Leemak Crescent, Berwick in the said State (hereinafter referred to as "the Owner")

of the Second Part

WHEREAS:

- A. The Owner is registered or entitled to be registered as proprietor of the land described in the First Schedule hereto ("the Land").
- B. The Council is the Responsible Authority under the Planning and Environment Act 1987 ("the Act") for the Mitchell Planning Scheme ("the Planning Scheme").
- C. The Council has requested the Owner to enter into an agreement to allow the subdivision of the Land pursuant to Planning Permit P303484 a copy of which is attached hereto and marked "B" ("the Permit") generally in accordance with the plan attached hereto and marked "A" ("Plan A").
- D. The parties hereto have agreed that without restricting or limiting their respective rights and powers to enter into this Agreement and insofar as it can be so treated, this Agreement shall be treated as being an Agreement made pursuant to Section 173 of the Act, binding its successors in title to the land and every part thereof.

AC567604N

24/12/2003 \$59 173





NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

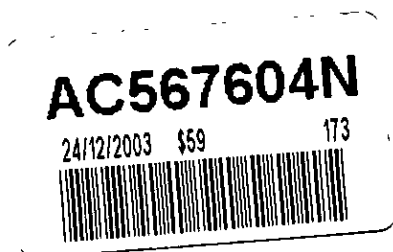
1. The Owner with the intent that its covenants hereunder shall run with the Land hereby covenants and agrees that it will, prior to the issue of a Statement of Compliance, provide access from the Wallan-Whittlesea Road to Lots 1 and 2 on Plan of Subdivision No. 521779X and Lots 1 and 2 on Plan of Subdivision No. 521780P generally in accordance with the Wallan Airfield Estate Concept Stage Development Plan (or any future amendment to that Development Plan) contained in Schedule 4 of the Development Plan Overlay of the Mitchell Planning Scheme.

2. The Owner covenants and agrees to do all things necessary including the signing of such further agreements or other documents that may be required to ensure these covenants and agreements are carried out and effected.

3. The Owner agrees to make application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the land in accordance with Section 181 of the Act and do all things necessary to enable such registration including procuring the consent to this Agreement of any mortgagee or caveator.

4. The Owner agrees that it shall pay for the cost of the preparation and registration of this Agreement and any stamp duty applicable thereto.

5. The Council covenants and agrees with the Owner that upon the subdivision of the land Council will consent and do all things reasonable to ensure the removal of this Agreement from any allotment and or portion of the land through which access has been provided to the satisfaction of Council.





DAC567604N-4-7

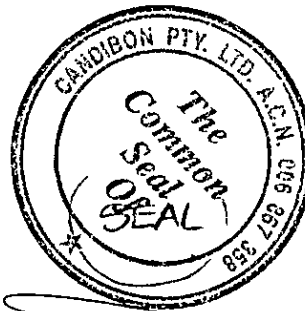
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year hereinbefore written.

Signed for and on behalf of the **Mitchell Shire Council** pursuant to the **Instrument of Delegation** issued to the position of Chief Executive Officer by resolution of Council on 16 November, 1998.

Garry Robert Cecil
Chief Executive Officer

[Handwritten Signature]
12/12/03

THE COMMON SEAL of CANDIBON PTY LTD A.C.N. 006 867 358 was hereunto affixed in the presence of authorised persons:



[Handwritten Signature]

DIRECTOR SECRETARY

[Handwritten Name]

PRINT NAME

[Handwritten Address]

PRINT ADDRESS

BERWICK 3806.

[Handwritten Name]

DIRECTOR SECRETARY

[Handwritten Name]

PRINT NAME

[Handwritten Address]

PRINT ADDRESS

Prime Equity Developments Pty Ltd, the registered proprietor of the land contained in Certificates of Title Volume 8998 Folio 942, Volume 8998 Folio 943, Volume 10398 Folio 882, Volume 10454 Folio 013, Volume 10734 Folio 423 and Volume 9521 Folio 133 and Biloge Nominees Pty Ltd, Extraplan Pty Ltd and Francis Flood Nagle, the registered proprietors of the land contained in Certificates of Title Volume 8872 Folio 355, Volume 8998 Folio 945, Volume 8998 Folio 947 & Volume 8998 Folio 949 **HEREBY CONSENT** to the registration of the Section 173 Agreement.

Dated the 19th day of December 2003.

S/S:

ROTMAN & MORRIS

1505°L

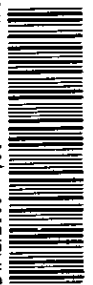
as licensed Practitioners within the meaning of the Legal Practitioners Act 1996

Signed for and on behalf of the registered proprietors by their solicitor and agent

AC567604N

173

24/12/2003 \$59





FIRST SCHEDULE

The whole of the land contained in Certificate of Title Volume 8998 Folio 945, Volume 8998 Folio 947, Volume 8998 Folio 949, Volume 8872 Folio 355, Volume 10734 Folio 423, Volume 8998 Folio 942, Volume 10398 Folio 882, Volume 9521 Folio 133, Volume 8998 Folio 943 and Volume 10454 Folio 013 as per plan A attached hereto.



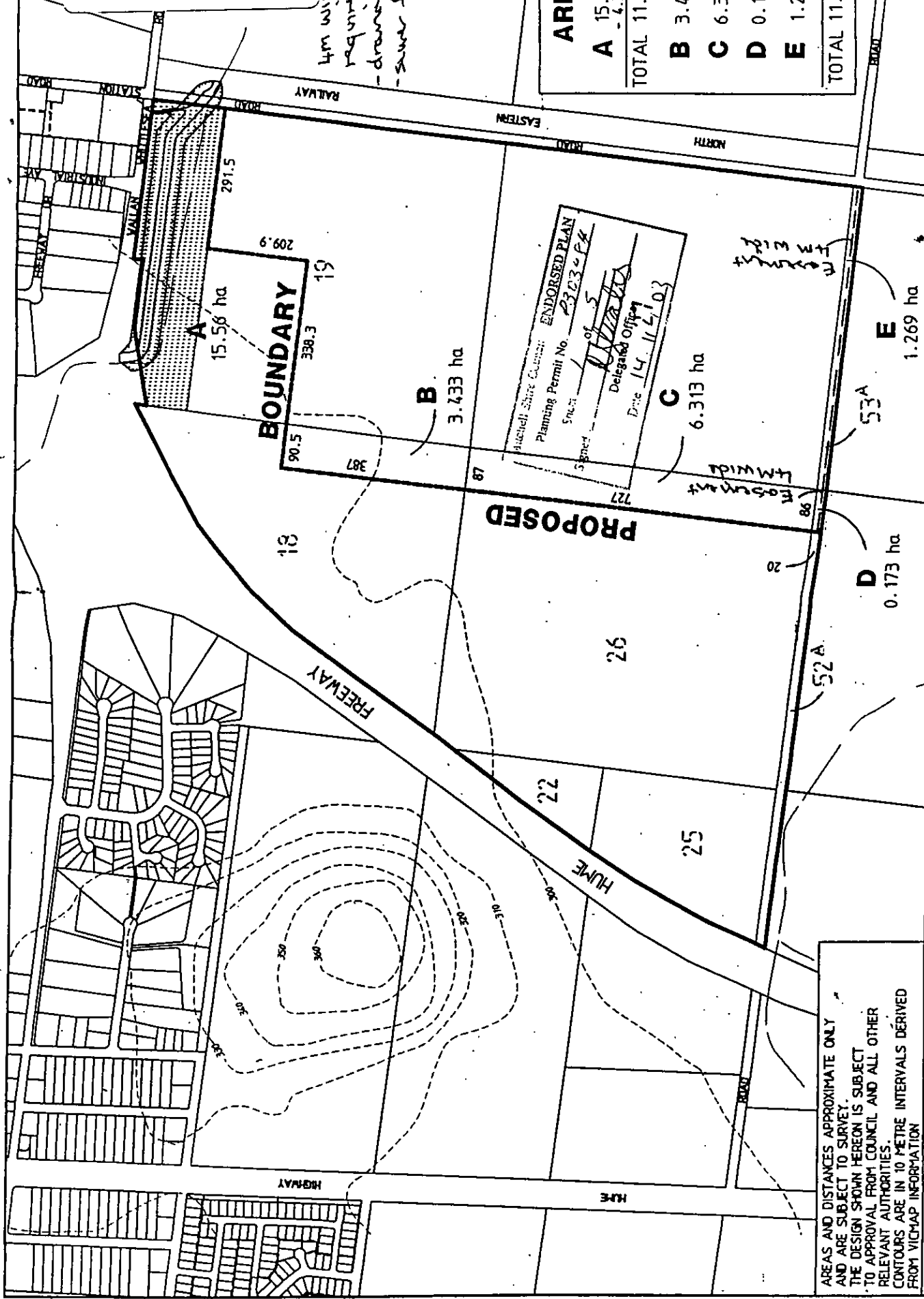
AC567604N
24/12/2003 \$59
173

DAC567604N-6-3

4m wide easement
required for
- drainage for canal
- sewer for Coulburn
wastewater

AREA	
A	15.56 ha
	- 4.37 ha
TOTAL	11.19 ha
B	3.433 ha
C	6.313 ha
D	0.173 ha
E	1.269 ha
TOTAL	11.19 ha

REEDS CONSULTING
Reeds Consulting Pty Ltd
21 Bourville Street
Carlton 3053
phone (03) 9349 4277 for (03) 9342 2766
e-mail survey@reedson.com.au
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Muchell Shire Council: **ENDORSED PLAN**
Planning Permit No. **2303-PK**
Signed: *[Signature]* of **5**
Delegated Officer
Date: **14/11/03**

AREAS AND DISTANCES APPROXIMATE ONLY
AND ARE SUBJECT TO SURVEY.
THE DESIGN SHOWN HEREON IS SUBJECT
TO APPROVAL FROM COUNCIL AND ALL OTHER
RELEVANT AUTHORITIES.
CONTOURS ARE IN 10 METRE INTERVALS DERIVED
FROM VICMAP INFORMATION

ORIGINAL SCALE 1:7500
SHEET SIZE A3
LENGTHS ARE IN METRES

REFERENCE: 20569/PP
VERSION: E SHEET 1 of 1
DATE: 11/08/03 IPP/E.DGN

PROPOSED BOUNDARY REALIGNMENT
WALLAN-WHITTLESEA ROAD, WALLAN

SUBDIVISION ACT 1988 PLAN OF SUBDIVISION	STAGE No. /	LR USE ONLY EDITION	PLAN NUMBER PS 521780P
--	-------------	-------------------------------	----------------------------------

LOCATION OF LAND

PARISH: WALLAN WALLAN

TOWNSHIP: -----

SECTION: -----

CROWN ALLOTMENT: -----

CROWN PORTION: 26 (PART), 52A AND 53A

TITLE REFERENCES: VOL. 8998 FOL. 943
VOL. 10454 FOL. 013

LAST PLAN REFERENCE:

POSTAL ADDRESS: GOVERNMENT ROAD
(at time of subdivision) WALLAN 3756

AMG CO-ORDINATES: E 322 210 ZONE: 55
N 5 855 560

VESTING OF ROADS OR RESERVES	
IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME : MITCHELL SHIRE COUNCIL REF :

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.
2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / /
3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.

OPEN SPACE

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

(ii) THE REQUIREMENT HAS BEEN SATISFIED.

(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE

COUNCIL DELEGATE

COUNCIL SEAL

DATE / /

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


COUNCIL DELEGATE

COUNCIL SEAL

DATE / /

NOTATIONS

DEPTH LIMITATION: A DEPTH LIMITATION OF 15m APPLIES TO CROWN ALLOTMENT 52A AND 53A



DAC567604N-7-1

WARNING

THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN


WARNING

BEARINGS, DISTANCES AND AREAS SHOWN HEREON HAVE BEEN DERIVED FROM TITLE AND ARE SUBJECT TO VERIFICATION BY SURVEY AND MAY VARY PRIOR TO REGISTRATION AT LAND VICTORIA

STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.

AC567604N

24/12/2003 \$59 173



THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

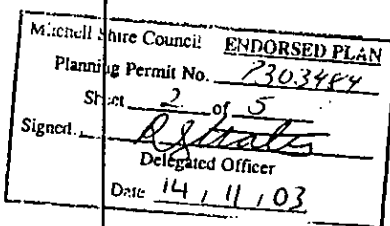
SURVEY THIS PLAN IS BASED ON SURVEY

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

EASEMENT INFORMATION

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-1	DRAINAGE	4	THIS PLAN	MITCHELL SHIRE COUNCIL GOULBURN VALLEY WATER
E-1	SEWERAGE	4	THIS PLAN	



LR USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED

DATE / /

LR USE ONLY

PLAN REGISTERED

TIME

DATE / /

ASSISTANT REGISTRAR OF TITLES

DATE / /

COUNCIL DELEGATE SIGNATURE

Reeds Consulting Pty Ltd
21 Bouvere Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
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LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN

SIGNATURE DATE / /

REF: 20569/PS2L2 VERSION B DATE: 28/10/03 2L2PS1B.DGN

COUNCIL DELEGATE SIGNATURE

SHEET 1 OF 2 SHEETS

ORIGINAL SHEET SIZE A3

SUBDIVISION ACT 1988

STAGE No. PLAN NUMBER

PLAN OF SUBDIVISION

PS 521780P

18



96°30'45" 603.6

516.46

87.14

186°37'30" 402.34

6°37'30" (767.12)

186°48'30" 325.47

27

2 7.765 ha

53A

GOVT. ROAD
20.12
186.48

96°44'30" 631.1

276°44'30" 630.8

53

26

1

40.95 ha

38°14' 46.3

7°06'30" 316.78

22

6°59' 363.31

277°02'30" 870.66 (957)

52

25

319.88

30

52A

97°02'30" 21.07

WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN

WARNING
DIMENSIONS, DISTANCES AND AREAS SHOWN HEREON HAVE BEEN DERIVED FROM THE SURVEY AND MAY BE SUBJECT TO ADJUSTMENT UPON REGISTRATION AT LAND VICTORIA

Mitchell Shire Council **ENDORSED PLAN**
Planning Permit No. P303984
Sheet 3 of 5
Signed: [Signature]
Delegated Officer
Date 14/11/03

AC567604N
24/12/2003 \$59 173



Reeds Consulting Pty Ltd
21 Bourke Street Carlton 3053
phone (03) 9349 4277 fax (03) 9382 2766
e-mail survey@reeds.com.au
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ORIGINAL SCALE SHEET SIZE
1:5000 A3

SCALE
100 0 100 200
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN
SIGNATURE DATE / /
REF: 20569/PS2L2 VERSION: B DATE: 28/10/03 2L2PS28.DGN

SHEET 2 OF 2 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

SUBDIVISION ACT 1988 PLAN OF SUBDIVISION	STAGE No.	LR USE ONLY EDITION	PLAN NUMBER PS 521779X
--	-----------	-------------------------------	----------------------------------

LOCATION OF LAND

PARISH: WALLAN WALLAN

TOWNSHIP: -----

SECTION: -----

CROWN ALLOTMENT: -----

CROWN PORTION: 18 (PART), 19 (PART) AND 27

TITLE REFERENCES: VOL. 9521 FOL. 133
VOL. 10398 FOL. 882

LAST PLAN REFERENCE:

POSTAL ADDRESS: WALLAN-WHITTLESEA ROAD
(at time of subdivision) WALLAN 3756

AMG CO-ORDINATES: E 322 690 ZONE: 55
(of approximate centre of land in plan) (D.C.M.B.) N 5 856 010

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME : MITCHELL SHIRE COUNCIL REF :

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

VESTING OF ROADS OR RESERVES	
IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY



DAC567604N-9-8


WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN

WARNING
BEARINGS, DISTANCES AND AREAS SHOWN HEREON HAVE BEEN DERIVED FROM TITLE AND ARE SUBJECT TO VERIFICATION BY SURVEY AND MAY VARY PRIOR TO REGISTRATION AT LAND VICTORIA

STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.

AC567604N

24/12/2003 \$59 173



THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

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 EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF

Mitchell Shire Council **ENDORSED PLAN**

Planning Permit No. P303484

Sheet: 4 of 5

Signed: [Signature]

Delegated Officer

Date: 14.11.03

LR USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED

DATE / /


LR USE ONLY
PLAN REGISTERED

TIME

DATE / /

ASSISTANT REGISTRAR OF TITLES

DATE / /

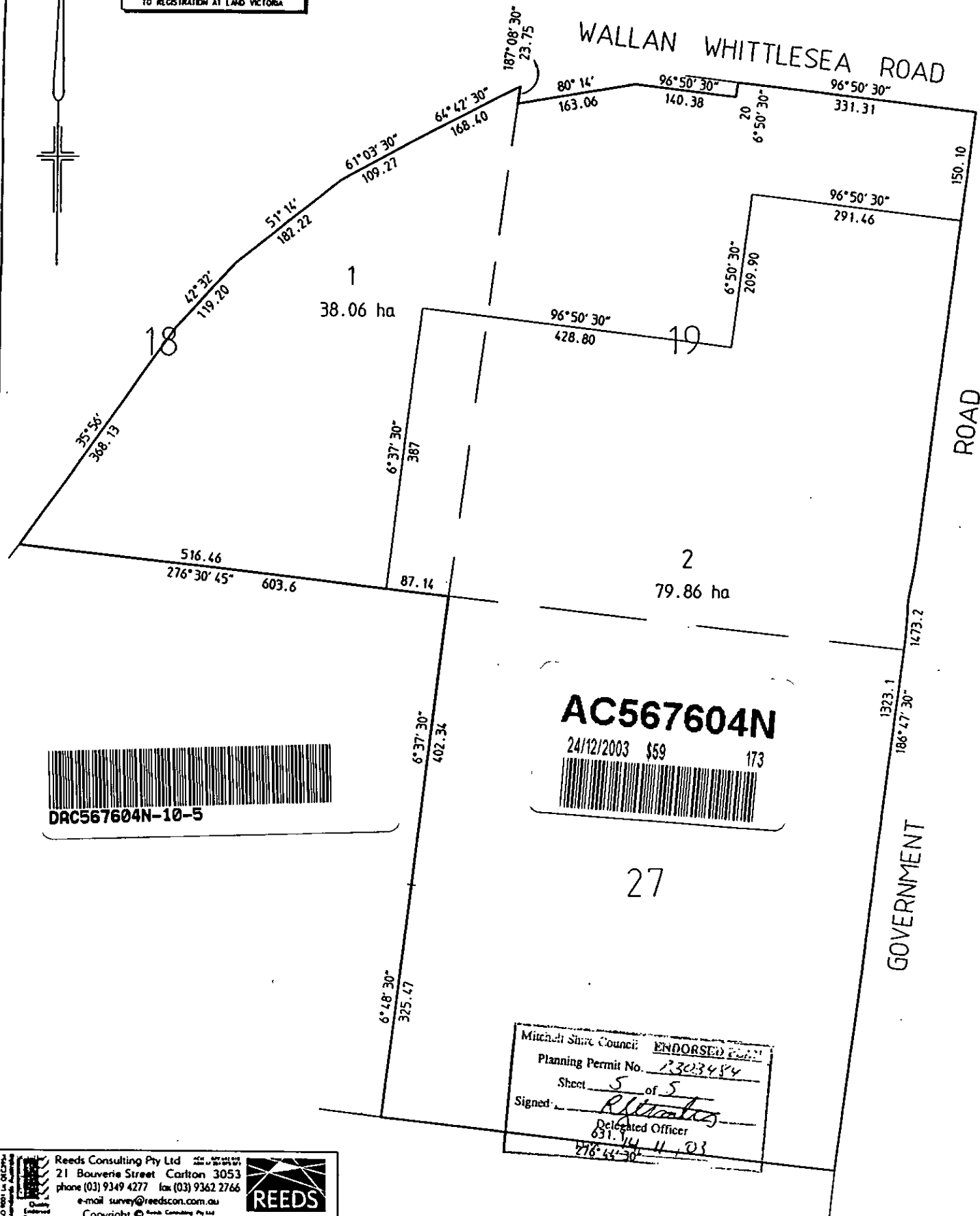
Reeds Consulting Pty Ltd 21 Bouverie Street Carlton 3053 phone (03) 9349 4277 fax (03) 9362 2766 e-mail survey@reedscon.com.au Copyright © Reeds Consulting Pty Ltd All Rights Reserved 2001		LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN SIGNATURE DATE / / REF: 20569/PS2L1 VERSION B DATE: 28/10/03 2L1PS1B.DGN	COUNCIL DELEGATE SIGNATURE SHEET 1 OF 2 SHEETS ORIGINAL SHEET SIZE A3
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WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN

WARNING
BEARINGS, DISTANCES AND AREAS SHOWN HEREON HAVE BEEN DERIVED FROM TITLE AND ARE SUBJECT TO VERIFICATION BY SURVEY AND MAY VARY PRIOR TO REGISTRATION AT LAND VICTORIA

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

STAGE No. / PLAN NUMBER
PS 521779X



Mitchell Shire Council **ENDORSED**

Planning Permit No. 12303484

Sheet 5 of 5

Signed: [Signature]
Delegated Officer
831.14 11.03
278° 44' 30"

Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
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REEDS
CONSULTING

SCALE: 1:5000 ORIGINAL SCALE SHEET SIZE: A3

LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN

SIGNATURE DATE / /

REF: 20569/PS2L1 VERSION: B DATE: 28/10/03 2LIPS2B.DGN

SHEET 2 OF 2 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

"B"



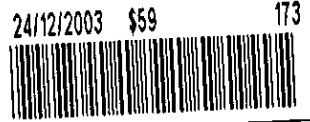
Property No. 7035501800 & 7035501900
Applicant : Reeds Consulting Pty Ltd

SHIRE COUNCIL

PLANNING PERMIT

PERMIT NO: P303484
PLANNING SCHEME: Mitchell Planning Scheme
RESPONSIBLE AUTHORITY: Mitchell Shire Council

AC567604N



ADDRESS OF THE LAND: 170 Wallan Whittlesea Road Wallan 3756;
(Lot 1 & 2 TP583439L, Lot 1 TP435290Y, Lot 1 TP11585T, CA: 52A & 53A Parish: Wallan Wallan)

THE PERMIT ALLOWS:

For a boundary re-alignment in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT: (12 Conditions)

Conditions:

1. The permit will expire if the subdivision is not certified under the Subdivision Act, 1988 within two years of the issue of the permit and the subdivision is not completed within five years of the date of certification under the Subdivision Act, 1988. The responsible authority may extend the periods referred to if a request is made before the permit expires or within three months afterwards.
2. The layout of the subdivision and the size and the dimensions of the proposed lots must conform generally with the plan endorsed pursuant to this Permit and no amendments will be made to any plan so endorsed except with the approval of the Responsible Authority.
3. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
4. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
5. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

VicRoads Conditions:

6. All access shall be provided from the Wallan-Whittlesea Road to all subdivisional lots generally in accordance with the Wallan Airfield Estate Concept Stage Development Plan (or any future amendment to that Development Plan)



Date 14/11/2003

Signature for the Responsible Authority

DELEGATED OFFICER

7. Prior to the Statement of Compliance being issued, the applicant must enter into an agreement under Section 173 of the Planning & Environment Act 1987, with the Responsible Authority, for access to be provided from the Wallan-Whittlesea Road to Lots 1 and 2 on PS521779 X and Lots 1 and 2 on PS521780 P, generally in accordance with the Wallan Airfield Estate Concept Stage Development Plan (or any future amendment to that Development Plan) contained in Schedule 4 of the Development Plan Overlay of the Mitchell Planning Scheme.
8. All future buildings would be set back at least 20 metres from the Wallan-Whittlesea Road reserve.
9. All future buildings would be set back from the Hume Freeway reserve boundary in accordance with the Shire of Mitchell Planning Scheme.
10. VicRoads accepts no liability for any claims of sound interference from the adjacent Hume Freeway or Wallan- Whittlesea Road
11. All works must be carried out at no cost to VicRoads.
12. Any further development of the subject land must be referred to VicRoads. (Traffic generated by future development may require mitigating works on the Wallan-Whittlesea Road and/or the Hume Freeway Reserve(s). This may include Freeway entry/exit ramps.)

End of Conditions



Date 14/11/2003

Signature for the
Responsible Authority

DELEGATED OFFICER



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**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT
SECTION 181 (1) PLANNING & ENVIRONMENT ACT 1987**

AG804301F



Lodged By:

Name: Russell Kennedy
Phone: (03) 6909 1555
Address: DX: 494 Melbourne
Ref:
Customer Code: 1513 m

Privacy Collection Statement
The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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

1. **Land:** the land situated at Lot 1 PS521779X, Lot 1 PS629203E, Lot A PS629203E, Lot 1 TP447237L, Lot 1 TP828161V, Lot 1 TP823086K, Lot 1 TP823088F, Lot 1 TP823089D and Portion 52, Parish of Wallan Wallan being certificates of title Volume 11047 Folio 619, Volume 11152 Folio 854, Volume 11152 Folio 853, Volume 8998 Folio 942, Volume 10734 Folio 423, Volume 8998 Folio 945, Volume 8998 Folio 947, Volume 8998 Folio 949, and Volume 8872 Folio 355
2. **Applicant:** Mitchell Shire Council of 113 High Street Broadford VIC 3658. and Volume 8872 Folio 355

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

4. **A copy of the Agreement is attached to this Application**

5. **Signature for the Authority:**

6. **Full Name of Officer:** IAN SCHOLES
A SENIOR OFFICER OF THE
MITCHELL SHIRE COUNCIL AS
DEFINED IN THE LOCAL
GOVERNMENT ACT 1989

(position)

Date: 1st Oct. 2009

RUSSELL KENNEDY
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

AG804301F
09/10/2009 \$142.90 173


MITCHELL SHIRE COUNCIL

and

VICTOREE PTY LTD

and

ROADS CORPORATION

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT**

Lot 1 PS521779X, Lot 1 PS 629203E, Lot A
PS 629203E, Lot 1 TP447237L, Lot 1
TP828161V, Lot 1 TP 823086K, Lot 1 TP
823088F, Lot 1 TP 823089D and Portion 52
Parish of Wallan Wallan.

Level 12
469 La Trobe Street
Melbourne Victoria 3000 Australia

PO Box 5146AA
Melbourne Victoria 3001
DX 494 Melbourne

Tel 61 3 9609 1555
Fax 61 3 9609 1600

www.rk.com.au

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AAJ 1325094v4 AAJ

C:\InrPortbl\RK_Legal\AAJ\1325094_4.DOC

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2 **COMMENCEMENT** 6

3 **ENDING OF AGREEMENT** 6

4 **OWNER'S AND VICROADS COVENANTS** 7

5 **COUNCIL'S COVENANTS** 14

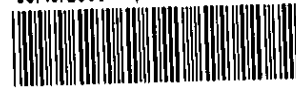
6 **GENERAL** 14

7 **NOTICES** 15

8 **INTERPRETATION** 15

AG804301F

09/10/2009 \$142.90 173



THIS AGREEMENT is made on 28th September 2009

PARTIES

- 1 **MITCHELL SHIRE COUNCIL**
of 113 High Street, Broadford Vic 3658
("Council")
- 2 **VICTOREE PTY LTD**
ACN 106132334
of Saccuzzo Larsen and Co, Suites 69-70, Level 3, 255 Drummond Street, Carlton Vic 3053
("Owner")
- 3 **ROADS CORPORATION**
of 60 Denmark Street, Kew Vic 3101
("VicRoads")



RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C This Agreement relates to Conditions 4, 22 and 23 and 25 of the Permit.
- D The Land is encumbered by mortgage number AF620006Q in which Australand Industrial No 126 Pty Ltd is named as Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E This Agreement has been entered into in order to:
 - comply with all relevant conditions of the Permit;
 - prohibit, restrict or regulate the use or development of the Land;
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- F This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Agreement" means this Agreement, including the recitals and any annexures to this Agreement.
- 1.3 "Balance Lot Owner" means the Owner, other than the Owner in respect of a Residential Lot.

- 1.4 **"Business Day"** means Monday to Friday excluding public holidays in Victoria.
- 1.5 **"Certification"** or **"Certified"** refers to the certification of a plan of subdivision in respect of the Land under Part 2 of the *Subdivision Act 1988*.
- 1.6 **"Community Development Levy"** means a levy for community development purposes in the amount of \$500 per Proposed Residential Lot.
- 1.7 **"Encumbered Land"** means Public Open Space which:
 - 1.7.1 Adjoins the Hume Freeway Reservation; or
 - 1.7.2 Is part of a drainage reserve; or
 - 1.7.3 Is less than 0.05 hectares in area.
- 1.8 **"Endorsed Plan"** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Permit.
- 1.9 **"Future Development"** means the subdivision of the Land beyond the number of lots allowed by the Permit and the subdivision of the Neighbouring Land.
- 1.10 **"Hume Freeway Reservation"** means the reservation for the Hume Freeway.
- 1.11 **"Land"** means:
 - 1.11.1 Lot 1 PS 521779X, being the land more particularly described as Volume 11047, Folio 619; and
 - 1.11.2 Lot 1 PS 629203E, being the land more particularly described as Volume 11152, Folio 854; and
 - 1.11.3 Lot A PS 629203E, being the land more particularly described as Volume 11152, Folio 853; and
 - 1.11.4 Lot 1 TP 447237L, being the land more particularly described as Volume 08998, Folio 942; and
 - 1.11.5 Lot 1 TP 828161V, being the land more particularly described as Volume 10734, Folio 423; and
 - 1.11.6 Lot 1 TP 823086K, being the land more particularly described as Volume 8998, Folio 945; and
 - 1.11.7 Lot 1 TP 823088F, being the land more particularly described as Volume 8998 Folio 947; and
 - 1.11.8 Lot 1 TP 823089D, being the land more particularly described as Volume 8998 Folio 949; and
 - 1.11.9 Portion 52 Parish of Wallan Wallan, being the land more particularly described as Volume 8872 Folio 355.
- 1.12 **"Maintenance Payment"** means the payment by the Owner to VicRoads of the estimated cost of the maintenance of the noise attenuation barrier for the Maintenance Period not exceeding \$38,500.00.



- 1.13** "Maintenance Period" means the period of 10 years commencing from the date of completion of the noise attenuation barrier, or if constructed in sections after the completion of each section required for any particular stage of the subdivision, to the satisfaction of VicRoads, as evidenced by VicRoads in writing.
- 1.14** "Maintenance Security" means a bank guarantee from a bank acceptable to VicRoads for the estimated costs of the maintenance of the noise attenuation barrier for the Maintenance Period, or the provision of a security bond in a form acceptable to VicRoads.
- 1.15** "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.16** "Neighbouring Land" means:
- 1.16.1 Lot 2 PS 521779X, being the land more particularly described as Volume 10778 Folio 148; and
 - 1.16.2 Lot 2 PS 521780P, being the land more particularly described as Volume 10778 Folio 150.
- 1.17** "Noise Sensitive Building" means any building of a residential, educational or health care nature and includes a dwelling, school, hospital and library.
- 1.18** "Owner" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and including a mortgagee-in-possession.
- 1.19** "Parties" means the Council, the Owner and VicRoads under this Agreement.
- 1.20** "Permit" means planning permit number PLA303767/04 issued by the Council on 22 May 2006 and as amended on 17 April 2009 pursuant to orders made by VCAT in proceeding P1945/2006 on 31 March 2009 authorising the development of the Permit Land for the purpose of a staged subdivision in accordance with Endorsed Plans.
- 1.21** "Permit Land" means the following part of the Land:
- 1.21.1 Part of lot 1 PS521779X, being the land more particularly described as Volume 11047, Folio 619; and
 - 1.21.2 Part of lot 1 PS 629203E, being the land more particularly described as Volume 11152, Folio 854; and
 - 1.21.3 Lot A PS 629203E, being the land more particularly described as Volume 11152, Folio 853; and
 - 1.21.4 Part of lot 1 TP447237L, being the land more particularly described as Volume 08998, Folio 942; and
 - 1.21.5 Part of Lot 1 TP828161V, being the land more particularly described as Volume 10734, Folio 423.
- 1.22** "Proposed Residential Lot" means a lot shown on a plan of subdivision of the Land that has been Certified and that lot is intended to be a Residential Lot but for which a separate certificate of title has not yet been issued.

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- 1.23** "Public Open Space" means land set aside in a plan, including Encumbered land:
- 1.23.1 for public recreation or public resort; or
 - 1.23.2 as parklands; or
 - 1.23.3 for similar purposes.
- 1.24** "Residential Lot" means a lot created for residential purposes by way of subdivision of the Land and for which a separate certificate of title has been issued, to the satisfaction of the Council.
- 1.25** "Residential Lot Owner" means the Owner in respect of a Residential Lot.
- 1.26** "Scheme" means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.27** "Statement of Compliance" means a statement of compliance in respect of the Land under section 21 of the *Subdivision Act* 1988.

2 COMMENCEMENT

2.1 Commencement

This Agreement comes into force on the date it was made as set out above.

2.2 Recording by Registrar of Titles

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

3 ENDING OF AGREEMENT

3.1 Ending

- 3.1.1 This Agreement or part of this Agreement may be ended by the mutual agreement of the Parties.
- 3.1.2 Clauses 4.1, 4.2.1, 4.2.3, 4.2.5, 4.2.7, 4.3, 4.4, 4.5, 4.6, 4.9, 4.10 and 5.1 of this Agreement end and cease to operate in respect of a Residential Lot upon the registration of the title to the Residential Lot.

3.2 Recording of ending of Agreement

As soon as reasonably practicable after this Agreement has ended as to the whole of the Land or as to part of the Land, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the whole of the Land or as to part of the Land as the case may be.

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4 OWNER'S AND VICROADS COVENANTS

4.1 Community Development Levy

The Owner covenants and agrees:

4.1.1 to pay the Community Development Levy for each Proposed Residential Lot on the Land prior to the issue of a Statement of Compliance for the plan of subdivision that includes that Proposed Residential Lot; and

4.1.2 that prior to the issue of a Statement of Compliance for a plan of subdivision which includes the 250th Proposed Residential Lot the Owner must pay an additional payment of \$200,000 (the "Additional Payment") to the Council;

all to the satisfaction of the Council.

4.2 Noise Attenuation Requirements

The Owner covenants and agrees that:

4.2.1 The Balance Lot Owner must provide to VicRoads and to the Council a report prepared by a suitably qualified acoustic engineer which:

- (a) predicts noise levels based on traffic volumes for a period of ten years commencing from the anticipated date of the issue of a Statement of Compliance for each stage of the subdivision;
- (b) includes recommendations for attenuating noise impacts based on the anticipated volume of traffic to a L10 18 hour noise level of 63dBA or less measured between 6:00am and midnight at 1.5 metres height at a location of 1 metre from the most exposed façade of any Noise Sensitive Building; and
- (c) if those recommendations include the provision of on-site noise attenuation for lots which are exposed to a predicted noise level of 63dBA or more, whether with or without the construction of any noise attenuation barrier, identifies the lots so exposed;

to the satisfaction of VicRoads (the **Noise Impact Assessment Report**).

4.2.2 Subject to Clauses 4.2.3 and 4.2.4 and the approval of VicRoads and Council, the Owner must implement the noise attenuation recommendations in the Noise Impact Assessment Report.

4.2.3 If the implementation of the noise attenuation recommendations in the Noise Impact Assessment Report includes the provision of a noise attenuation barrier, the Owner must construct the noise attenuation barrier:



- (a) prior to the issue of a Statement of Compliance for any lot or lots exposed to the predicted noise level of 63dBA or more as identified in the Noise Impact Assessment Report (including any stage of subdivision that contains such a lot), unless otherwise agreed to by VicRoads in writing; and

(b) in accordance with clause 4.2.5.

4.2.4

If the implementation of the noise attenuation recommendations in the Noise Impact Assessment Report includes the provision of on-site noise attenuation for lots which are exposed to a predicted noise level of 63dBA or more, whether with or without the construction of any noise attenuation barrier, the Owner must ensure that the noise attenuation recommended for such lot or lots must:

- (a) be completed prior to the occupation of any building constructed on any such lots; and
- (b) be designed and constructed to comply with AS 2107-2000 'Acoustics-Recommended Design Sound Levels Reverberation Times for Building Interiors';

to the satisfaction of the Council and VicRoads

4.2.5

Any noise attenuation barrier constructed within the Hume Freeway Reservation or on the boundary between the Hume Freeway Reservation and the Land must:

- (a) Be designed and located to the satisfaction of VicRoads;
- (b) Be designed and constructed for a life expectancy of not less than 25 years;
- (c) Be constructed by the Owner subject to the Owner obtaining the relevant approvals under the Road Management Act 2004;
- (d) Be maintained by VicRoads subject to:
 - (1) The Owner providing the Maintenance Payment to VicRoads pursuant to clause 4.3 prior to the commencement of construction of the noise attenuation barrier; or
 - (2) The Owner:
 - (A) providing VicRoads with the Maintenance Security pursuant to clause 4.3 prior to the commencement of construction of the noise attenuation barrier; and
 - (B) reimbursing VicRoads for all reasonable costs incurred by VicRoads during the Maintenance Period.

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4.2.6

If a noise attenuation barrier is constructed on the boundary between the Hume Freeway Reservation and the Land, the Owner (including the Council in the event that any part of the Land abutting the noise attenuation barrier is vested in or transferred to Council) agrees to:

- (a) grant to VicRoads a licence to access the Land to enable VicRoads to carry out maintenance to such noise attenuation barrier; and

- (b) maintain a setback of no less than 3 metres between the noise attenuation barrier and any plantings or structures on the Land which would restrict that access.

- 4.2.7 The Owner must not construct or permit to be constructed any noise attenuation barrier on any land proposed to be vested in Council.
- 4.2.8 The Owner agrees that Council will not be responsible for the construction or maintenance of any noise attenuation barrier constructed on the Land or on the boundary between the Hume Freeway Reservation and the Land.
- 4.2.9 The Owner agrees that on-site noise attenuation measures, including any noise attenuation measure that forms part of a building, constructed on any of the lots created by the subdivision hereby allowed, must be maintained by the owner of such lot in perpetuity;
- 4.2.10 After completion of construction of any noise attenuation barrier or on-site noise attenuation measure, the Owner must submit to VicRoads a report from a suitably qualified acoustic engineer certifying that the noise attenuation barrier or on-site noise attenuation measure attenuates noise levels to the levels required to be met under clause 4.2.3(a) to VicRoads' satisfaction.

4.3 Maintenance Payment and Security

- 4.3.1 VicRoads must use the Maintenance Payment for the purpose of maintaining the noise attenuation barrier and must return the balance of the Maintenance Payment remaining after the Maintenance Period to the Owner.
- 4.3.2 If the Balance Lot Owner provides VicRoads with the Maintenance Security pursuant to clause 4.2.5(d)(2)(A), the following provisions apply:

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- (a) During the Maintenance Period:
 - (1) VicRoads must provide the Balance Lot Owner with a written request for reimbursement of any reasonable costs it incurs in maintaining the noise attenuation barrier during the Maintenance Period outlining the maintenance work undertaken by VicRoads or its contractors, the costs incurred by VicRoads in connection with that work and attaching the relevant receipts/invoices (**Request for Reimbursement**);
 - (2) The Balance Lot Owner must pay to VicRoads the total amount specified in the Request for Reimbursement within 10 Business Days of the date of the Request for Reimbursement;
 - (3) If the Balance Lot Owner fails to comply with clause 4.3.2(a)(2) (**the Default**):
 - (A) VicRoads may issue a written notice to the Balance Lot Owner notifying it of the Default and advising it that if the Default is not remedied within 10

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Business Days of such notice, VicRoads will call on the Maintenance Security; and

- (B) If the Balance Lot Owner fails to remedy the Default within 10 Business Days of the notice provided under clause 4.3.2(a)(3)(A), VicRoads is entitled to make a partial call on the Maintenance Security and convert that Maintenance Security into funds to cover the amount specified in the Request for Reimbursement.

- (b) Following the expiry of the Maintenance Period, VicRoads must release the Maintenance Security and return any unused funds converted from such Maintenance Security to the Balance Lot Owner within 14 Business Days of receiving a request from the Balance Lot Owner to do so.

4.4 Roundabout construction

The Owner covenants and agrees that prior to the issue of a Statement of Compliance for a plan of subdivision which creates the 100th Proposed Residential Lot, the Owner must construct or have constructed, a two-lane roundabout at the intersection of Commercial Drive and Wallan-Whittlesea Road with a central island compatible for operating in conjunction with the future widening of Wallan Whittlesea Road, to the satisfaction of VicRoads.

4.5 Traffic Impact Assessment Report

The Balance Lot Owner covenants and agrees that prior to the issue of a Statement of Compliance for a plan of subdivision which creates the 553rd Proposed Residential Lot on the Land, the Balance Lot Owner must, in consultation with and to the satisfaction of VicRoads, submit a traffic impact assessment report which must:

- 4.5.1 Record the existing traffic volumes on the Land within the subdivision and surrounding relevant road network and assess the predicted traffic volumes and traffic impact associated with any Future Development.

- 4.5.2 Assess the potential traffic mitigation works including but not limited to:

- (i) construction of the southern-oriented Hume Freeway ramps from Wallan-Whittlesea Road;
- (ii) the duplication of Wallan-Whittlesea Road between the railway line and the Northern Highway;
- (iii) the ultimate intersection requirements for the Wallan-Whittlesea Road/Commercial Drive roundabout; and
- (iv) any potential southern link across the Hume Freeway between the subject land and the Northern Highway;

- 4.5.3 Assess the further traffic mitigation works required as a consequence of the predicted traffic volumes and impacts arising from the Future Development in proportion to the overall traffic volumes benefiting from the proposed mitigation works;

- 4.5.4 Assess the timing of the provision of the agreed further traffic mitigation works based on the timing and staging of any Future Development; and
- 4.5.5 Assess the works to be undertaken, or the financial contribution to be made by the Owner in respect of the Permit Land as a result of any Future Development, having regard to the proportion determined in 4.5.3 above.

4.6 Traffic mitigation Works

The Balance Lot Owner covenants and agrees that prior to the issue of a Statement of Compliance for a plan of subdivision which creates the 553rd Proposed Residential Lot, the Balance Lot Owner must, carry out the works or make the financial contribution in accordance with the transport impact assessment report approved under clause 4.5 of this Agreement, to the satisfaction of VicRoads.

4.7 Construction costs

The Owner covenants and agrees that all works required under this Agreement must be designed and constructed to VicRoads' satisfaction and at no cost to VicRoads.

4.8 Notice

The Balance Lot Owner agrees that it will notify all purchasers of the Residential Lots on the Land of the Noise Attenuation Requirements and requirements for Noise Sensitive Buildings and this Agreement prior to the sale or settlement, as the case may be, of any of the Residential Lots on the Land.

4.9 Public Open Space

The parties agree that:

- 4.9.1 The total area of Public Open Space to be provided on the Land is 8% of the total area of the Land; and
- 4.9.2 Public Open Space will be provided in accordance with the plan, reference: 20569/1DP15UD.DGN (PHASE 2), dated 1 October 2008, prepared by Reeds Consulting Pty Ltd.

4.10 Calculation of Public Open Space

Any Public Open Space which is Encumbered Public Open Space must have only half of its actual land area attributed to the calculation of the total Public Open Space required to be provided under this Agreement.

4.11 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.



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4.12 Further Assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.13 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's reasonable costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.14 Payment of VicRoads' costs

The Owner agrees to pay on demand to VicRoads, VicRoads' reasonable costs and expenses (including any reasonable legal fees) of and incidental to the preparation, execution, recording and enforcement of this Agreement, which until paid will remain a debt due to VicRoads.

4.15 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

4.16 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.17 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.17.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.17.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.17.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

- 4.17.4 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie

proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

4.17.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum.

4.18 Non-compliance in respect of clauses 4.2, 4.3, 4.4, 4.5 and 4.6

If the Owner has not complied with this clauses 4.2, 4.3, 4.4, 4.5 and 4.6 within 14 days after the date of service on the Owner by VicRoads of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

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4.18.1 to allow the VicRoads its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

4.18.2 to pay to VicRoads on demand, its reasonable costs and expenses ("Costs") incurred as a result of the Owner's non-compliance;

4.18.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

4.18.4 to accept a certificate signed by the Regional Director Northern Region (or any nominee) as prima facie proof of the Costs incurred by VicRoads in rectifying the Owner's non-compliance with this Agreement;

4.18.5 subject to clause 4.17.5 any payments made for the purposes of this Agreement shall be then appropriated in payment of any interest and any unpaid Costs of VicRoads and then applied in repayment of the principal sum.

4.19 Covenants run with the Land

4.19.1 The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.19.2 At any date after the date of this Agreement, the parties covenant and agree that only the Owner in respect of a particular Lot to which a covenant or covenants under this Agreement applies, is bound by the covenant or covenants relating to that Lot.

4.20 Owner's warranty

The Owner warrants and covenants that:

4.20.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

- 4.20.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.20.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.20.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 COUNCIL'S COVENANTS

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5.1 Community Development Levy

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The Council covenants and agrees that:

- 5.1.1 if the Permit lapses or is cancelled in respect of a Proposed Residential Lot for which separate title has not or cannot be issued, the Council must refund the Community Development Levy collected in relation to that Proposed Residential Lot to the Owner; and
- 5.1.2 that the Community Development Contribution and the Additional Payment paid to the Council must be placed into a community development levy reserve account for the future provision of services in respect of the Land and the Neighbouring Land.

6 GENERAL

6.1 No Fettering of powers

This Agreement does not fetter or restrict the Council's or VicRoads' power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

6.2 Time of the essence

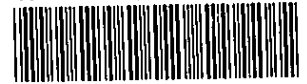
Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

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6.4 Severance

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

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 7.1.1 personally on the person;
- 7.1.2 by leaving it at the person's address set out in this Agreement;
- 7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 7.1.4 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

- 7.2.1 if served personally or left at the person's address, upon service;
- 7.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;

- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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EXECUTED as an agreement under Part 2 of Division 9 of the Act.

THE COMMON SEAL of MITCHELL SHIRE COUNCIL
was hereunto affixed this 24th day
of ... Sept. 2009 ... 2009 in the presence of:



Councillor

[Signature]

Councillor

[Signature]

Chief Executive Officer

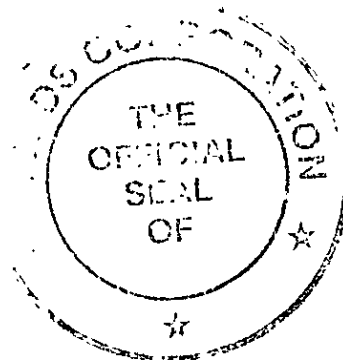
[Signature]

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THE OFFICIAL SEAL of the ROADS CORPORATION was hereunto affixed in the presence of:



[Signature] STEVE BROWN

[Signature] MICHAEL KYRIAKAKIS
Authorised Officers

THE COMMON SEAL of VICTOREE PTY LTD was affixed in accordance with section 127(2) of the Corporations Act 2001 in the presence of authorised persons:

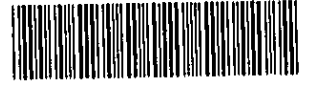

Sole Director and Sole Company Secretary

SOUHAIL MONDOUS
Full name

18-22 LEMAR CREES BERLICK
Usual address

AG804301F

09/10/2009 \$142.90 173



MORTGAGEE'S CONSENT

Australand Industrial No 126 Pty Ltd as Mortgagee under Mortgage AF620006Q which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.



ELIZABETH LINEDALE, Partner, *Septimus Jones & Lee*
of Level 5, 99 William Street, Melbourne
an Australian Legal Practitioner
within the meaning of the
Legal Profession Act 2004

PROPERTY REPORT

From www.planning.vic.gov.au at 26 October 2023 10:26 AM

PROPERTY DETAILS

Address: **26 CARDINIA PLACE WALLAN 3756**

Lot and Plan Number: **Lot 147 PS604493**

Standard Parcel Identifier (SPI): **147\PS604493**

Local Government Area (Council): **MITCHELL**

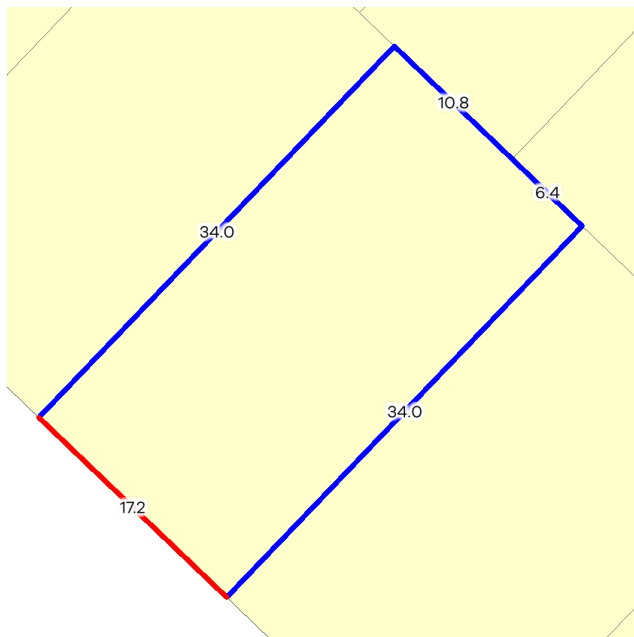
Council Property Number: **118238**

Directory Reference: **Melway 648 D9**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

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



Area: 585 sq. m

Perimeter: 102 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **YAN YEAN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

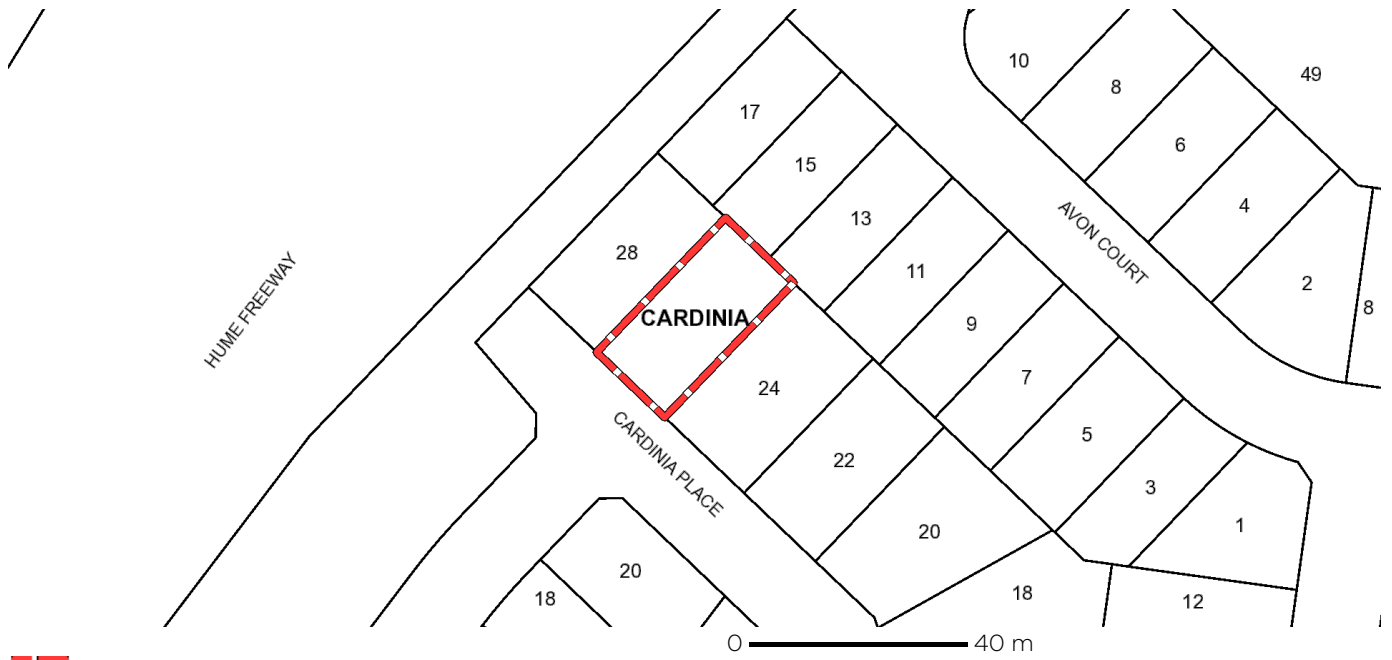
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property

From www.planning.vic.gov.au at 26 October 2023 10:26 AM

PROPERTY DETAILS

Address: **26 CARDINIA PLACE WALLAN 3756**
Lot and Plan Number: **Lot 147 PS604493**
Standard Parcel Identifier (SPI): **147\PS604493**
Local Government Area (Council): **MITCHELL**
Council Property Number: **118238**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 648 D9**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

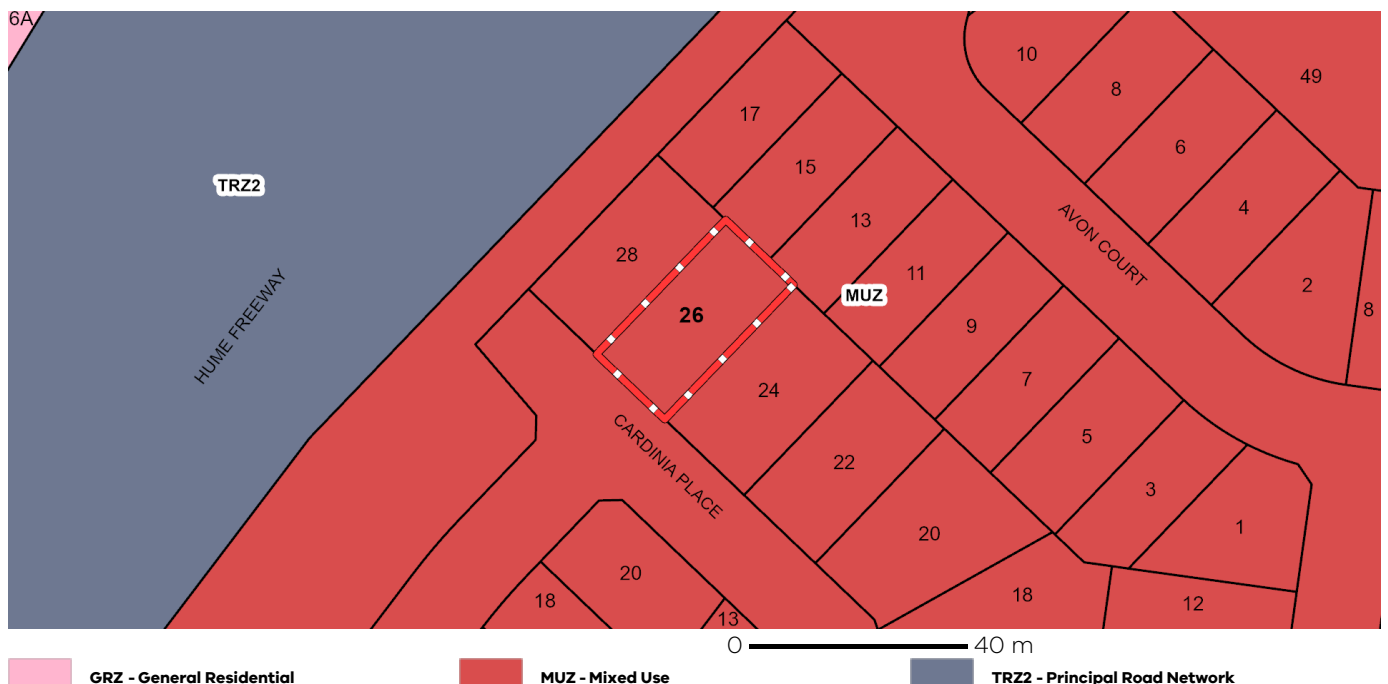
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



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

Copyright © - State Government of Victoria

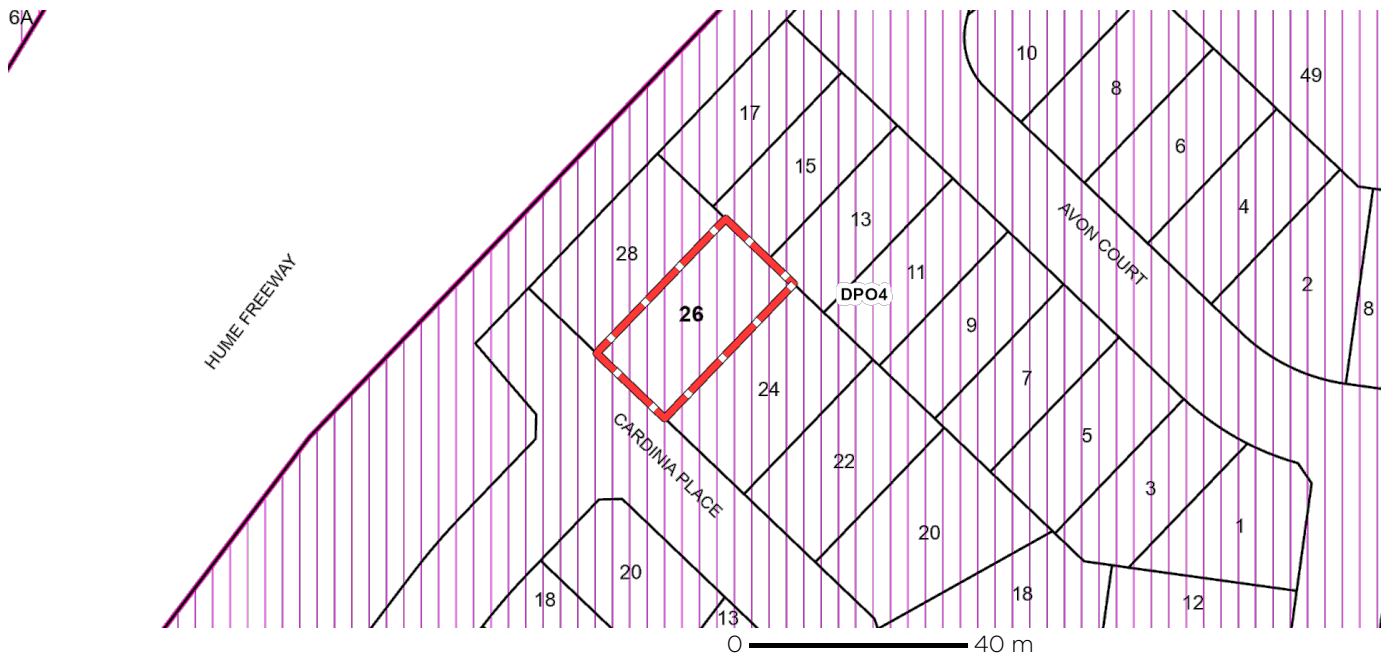
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 4 \(DPO4\)](#)



 **DPO - Development Plan Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



 **SCO - Specific Controls Overlay**

 **VPO - Vegetation Protection Overlay**

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

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Further Planning Information

Planning scheme data last updated on 19 October 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act 2020*

This Certificate provides information regarding valuations, rates, charges, fire services property charges other monies owing and any orders or notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958, Fire Services Property Levy Act 2012 or under local laws 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 relevant authority. A fee may be charged for such information.

Applicant:	Landata	Issue Date:	24/10/2023
	DX 250639	Certificate No:	LIC23\2035
	MELBOURNE		
Your Reference:	70608198-017-9	Property Number:	118238

Property Location 26 Cardinia Place
WALLAN VIC 3756
Title Description: Lot 147 PS 604493 Vol 11167 Fol 469 **Land Area (ha):** .0585

Site Value: \$323000 **Capital Improved Value:** \$598000 **Net Annual Value:** \$29900
Level Date: 01/01/2023 **Effective Date:** 01/07/2023

Valuation Basis: Capital Improved Value

RATES, CHARGES AND OTHER MONIES for the year ending 30th June 2024

Details of Rates, Charges, Outstanding Notices and Works:

Current Year's Rates	
General Rate - General	\$1364.60
Garbage	\$514.00
Municipal Charge	\$219.45
Payments	(\$561.55)
Fire Services Property levy - Fixed	\$125.00
Fire Services Property levy - Variable	\$27.50
Balance Outstanding	\$1,689.00

Mitchell Shire Council

LAND INFORMATION CERTIFICATE (Cont.)

Property Location: 26 Cardinia Place
WALLAN VIC 3756
Property Number: 118238

Certificate No: LIC23\2035

ADDITIONAL INFORMATION:

IMPORTANT NOTES:

1. This certificate may be updated verbally for up to three (3) months from the date of. It should be noted that Council will only be held responsible for information given in writing. You are encouraged to obtain an update of this certificate as close to settlement as possible.
 2. Rates and Charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Rate Act* 1983 until such time as payment of outstanding rates and charges is received.
 3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
 4. Payments are subject to clearance by the bank.
 5. In accordance with Section 122 of the Local Government Act 2020, a notice of acquisition must be provided to Council within one month of the acquisition of land. Failure to provide this notice may make the person acquiring the land guilty of an offence.
-

For further information, please contact Council's Revenue Office on (03) 5734 6200 or at mitchell@mitchellshire.vic.gov.au

Receipt for the sum of \$28.80 being the appropriate fee for this certificate is acknowledged.

I hereby certify that as at the date of issue of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.



.....
Authorised Officer – Mitchell Shire Council



Bill Code: 93807
Ref: 1182385

18th October 2023

Skerrett Legal C/- InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear Skerrett Legal C/- InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	26 CARDINIA PLACE WALLAN 3756
Applicant	Skerrett Legal C/- InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30802681
Conveyancing Account Number	7959580000
Your Reference	101227

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	26 CARDINIA PLACE WALLAN 3756
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Encumbrance

Property Address	26 CARDINIA PLACE WALLAN 3756
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

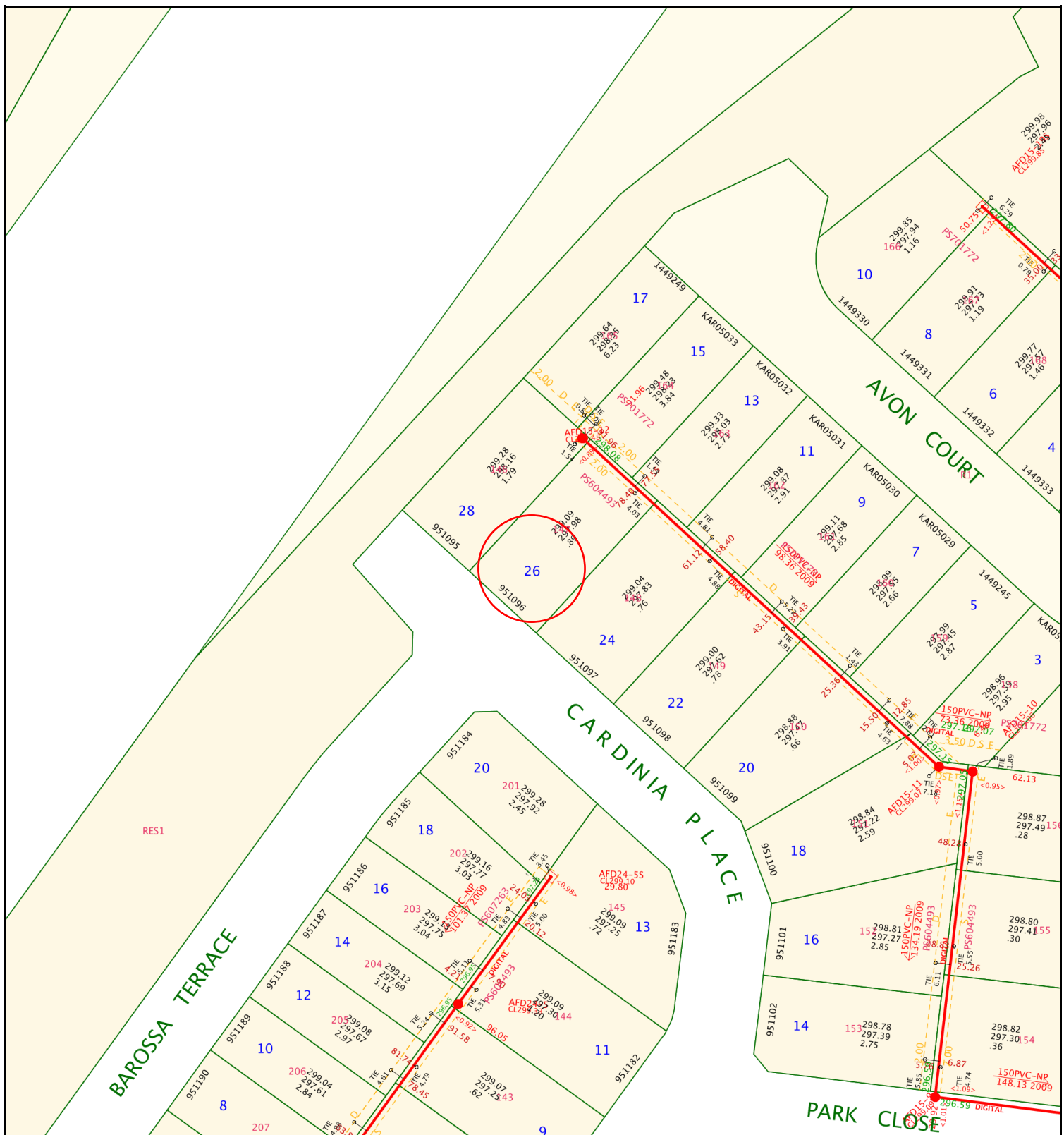
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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

















**Yarra Valley Water
Information Statement
Number: 30802681**

Address	26 CARDINIA PLACE WALLAN 3756
Date	18/10/2023
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

Skerrett Legal C/- InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5545789123
Rate Certificate No: 30802681

Date of Issue: 18/10/2023
Your Ref: 101227

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
26 CARDINIA PL, WALLAN VIC 3756	147\PS604493	1751614	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	\$115.72	\$115.72
Drainage Fee	01-10-2023 to 31-12-2023	\$29.70	\$29.70
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$165.68

Please note, from 1 July 2023:



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.
- 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.
- 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.

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

Property No: 1751614

Address: 26 CARDINIA PL, WALLAN VIC 3756

Water Information Statement Number: 30802681

HOW TO PAY



Biller Code: 314567
Ref: 55457891235

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / SKERRETT LEGAL

Your Reference: 232296
Certificate No: 67305803
Issue Date: 18 OCT 2023
Enquiries: ESYSPROD

Land Address: 26 CARDINIA PLACE WALLAN VIC 3756

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37613852	147	604493	11167	469	\$0.00

Vendor: JENNY DICKSON & RONALD JAMES MCGILL

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR RONALD JAMES MCGILL	2023	\$296,000	\$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: \$582,000

SITE VALUE: \$296,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 67305803

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 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.

General information

6. 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.
7. 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 = \$0.00

Taxable Value = \$296,000

Calculated as \$0 plus (\$296,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY

 Biller Code: 5249
Ref: 67305803

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: 67305803

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 / SKERRETT LEGAL

Your Reference: 232296

Certificate No: 67305803

Issue Date: 18 OCT 2023

Land Address: 26 CARDINIA PLACE WALLAN VIC 3756

Lot	Plan	Volume	Folio
147	604493	11167	469

Vendor: JENNY DICKSON & RONALD JAMES MCGILL

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

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 67305803

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 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.

General information

8. 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.
9. 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.
10. 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

BPAY




Biller Code: 416073
Ref: 67305805

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: 67305805

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



19 October 2023

LANDATA
DX 250639
MELBOURNE

Dear Sir/Madam

26 CARDINIA PLACE WALLAN VIC 3756

I refer to your letter regarding the above property and reply to your queries as follows:-

1. No Building Permits have been issued in the last 10 years.
2. A search of our records reveal that there are no outstanding orders, notices or directions applicable to building matters.

I trust the above information meets with your requirements.

If you have any further queries regarding this matter, please contact me.

Yours faithfully

A handwritten signature in black ink, appearing to read 'R. Elliot', on a light grey background.

RYAN ELLIOT
MUNICIPAL BUILDING SURVEYOR

15 June 2022

Ronald McGill
Jennifer Dickson
26 Cardinia Place
WALLAN VIC 3756

Dear Sir/Madam,

COUNCIL NOTIFICATION AND DETERMINATION
REFERENCE NO: BSR0574/20

I refer to your recent registration for a **Relocatable Spa** at 26 Cardinia Place WALLAN VIC 3756

I now confirm registration and provide the below determination:

Date of Construction/Installation:	01/01/2018
Applicable Barrier Standard:	1926.1-12
Barrier Complies Under:	Relevant Deemed to Satisfy Provisions of the BCA

Your Certificate of Barrier Compliance due date is: 01/06/2023

A Certificate of Barrier Compliance must be lodged online with the Council by the above due date. A fee is payable at the time of lodgement. Failure to lodge the Certificate of Barrier Compliance by the due date above is an offence.

A Certificate of Barrier Compliance (Form 23) is evidence that a swimming pool barrier has been inspected and was determined to comply with the applicable barrier standard.

The Certificate of Barrier Compliance must be issued by a relevant practitioners or swimming pool inspector upon an inspection of the barriers and if they are satisfied with the compliance of the barrier.

Every effort has been made to determine the correct date of construction/installation of your Permanent Pool. Should you believe that this information is incorrect and if you are not satisfied with Council's determination in this matter, owners have a right of appeal to the Building Appeals Board against a Council's determination. In this instance please notify the Council's Building Department to discuss the matter further.

If you have any queries please contact the Council's Building Department on 0357346200.

Yours Sincerely



Ryan Elliot
MUNICIPAL BUILDING SURVEYOR

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)



2 February 2024

Ronald James McGill
Jennifer Lee Dickson
26 Cardinia Place
WALLAN VIC 3756

Dear Sir/Madam,

COUNCIL NOTIFICATION OF RECEIVAL OF CERTIFICATE OF COMPLIANCE:

I refer to your recent Certificate for a **Relocatable Spa** at 26 Cardinia Place WALLAN VIC 3756:

I now confirm receipt of the certificate of Compliance dated: 29/01/2024

Date of Construction/Installation:	01/01/2018
Applicable Barrier Standard:	1926.1-12
Barrier Complies Under:	Relevant Deemed to Satisfy Provisions of the BCA

Your next Certificate of Barrier Compliance due date is: 29/01/2028

A Certificate of Barrier Compliance must be lodged online with the Council by the above due date. A fee is payable at the time of lodgement. Failure to lodge the Certificate of Barrier Compliance by the due date above is an offence.

A Certificate of Barrier Compliance (Form 23) is evidence that a swimming pool barrier has been inspected and was determined to comply with the applicable barrier standard.

The Certificate of Barrier Compliance must be issued by a relevant practitioners or swimming pool inspector upon an inspection of the barriers and if they are satisfied with the compliance of the barrier.

Every effort has been made to determine the correct date of construction/installation of your Permanent Pool. Should you believe that this information is incorrect and if you are not satisfied with Council's determination in this matter, owners have a right of appeal to the Building Appeals Board against a Council's determination. In this instance please notify the Councils Building Department to discuss the matter further.

If you have any queries please contact the Council's Building Department on 0357346200.

Yours Sincerely

Ryan Elliot
MUNICIPAL BUILDING SURVEYOR