



TIMOTHY JOHN WELLAND

CONTRACT OF SALE

PROPERTY: 1 WEDGETAIL DRIVE, WHITTLESEA VIC 3757

Denways Legal & Conveyancing
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Ref: LA:25-3018

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Timothy John Welland

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea -
Address: 1/75 Church Street, Whittlesea VIC 3757
Email: deanzammit@stonerealestate.com.au
Tel: 97162000 Mob: 0405 140 704 Fax: Ref: Dean Zammit

Vendor

Name: Timothy John Welland
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Denways Legal & Conveyancing
Email: office@denwayslegal.com.au
Tel: 03 9100 1777 Mob: Fax: Ref: 25-3018

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11621 Folio 486	92	PS 705509F

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 1 Wedgetail Drive, Whittlesea VIC 3757

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, all gas and electrical appliances, electrical light 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

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

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:

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

Vendor GST Withholding Notice

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

Date: 5 August 2025

From: Timothy John Welland, 1 Wedgetail Drive, Whittlesea VIC 3757

Property Address: 1 Wedgetail Drive, Whittlesea VIC 3757

Lot: 92 Plan of subdivision: 705509F

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 5 August 2025

Signed for an on behalf of the Vendor: *Denways Legal*

SPECIAL CONDITIONS

1. AMENDMENTS TO GENERAL CONDITIONS

- a) General Conditions 12, 31.4, 31.5 and 31.6 are hereby deleted.
- b) This is an essential term.

2. PURCHASER'S ACKNOWLEDGEMENTS

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation, or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall neither make any requisition or objection, nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges they have inspected the property hereby sold and, save as is otherwise expressly provided, that they are purchasing the property in its present condition and state of repair. The Purchaser further acknowledges that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations, or improvements to the property sold.

The Purchaser acknowledges that there are no conditions, warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induce the Purchaser to enter into this Contract.

The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representations or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof.

The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent unless they are made conditions of this Contract.

This Special Condition 2 is an essential term and condition.

3. AMENDMENTS TO CONTRACT POST-EXCHANGE

The Purchaser acknowledges that any amendments to the Contract conditions made after the Contract is executed must be in writing by way of a Deed of Variation. Any agreement to vary conditions of the contract shall not be binding if it is not made in accordance with this Special Condition.

4. PLANNING

The Purchaser buys the Property subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme, the Planning and Environment Act 1987, the Building Act 1993, the Heritage Act 1995, the Local Government Act 1989, and any other Town Planning Schemes or Acts and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of Property.

5. DUE DILIGENCE CHECKLIST

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale thereof.

6. GUARANTEE

If the Purchaser shall be or include a Proprietary Company, the company will forthwith upon execution of the Contract have the Guarantee annexed to this Contract and marked "Annexure A" executed by each of its Directors.

7. FOREIGN INVESTMENT REVIEW BOARD

The Purchaser warrants to the Vendor that the acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) and is not examinable by the FIRB and that no approval of the purchase by the FIRB is required.

8. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS

- a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- c) The Purchasers fully indemnify the Vendor, the Vendor's agent, and the Vendor's legal practitioner and/or conveyancer against any claim or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- d) This Special Condition 8 is an essential term and condition, and will not merge on completion.

9. SECTION 27 EARLY RELEASE OF DEPOSIT STATEMENT

The Purchaser acknowledges and agrees that:

- a) The 28 day time limit prescribed by Section 27 of the *Sale of Land Act 1962* commences on the day which the Section 27 Statement is served by the Vendor's representative to the Purchaser or the Purchaser's representative.
- b) In the event that the Title is encumbered by a Mortgage or Caveat, any mortgagee or caveator 'Section 27 Letter' may be provided at any time during the time limit prescribed by Section 27 of the *Sale of Land Act 1962*.

10. ACCEPTANCE OF TITLE

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.

11. SWIMMING POOLS & SPAS

- a) In the event that a swimming pool, spa, or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at the purchaser's expense to comply with the provisions of the Building Act 1993, the Building Regulations 1994, in particular Regulation 5.13, and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water.
- b) The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water from the day of sale. The purchaser acknowledges that they will also be responsible to arrange any necessary inspection and lodgement of the certificate of pool barrier compliance with council at the purchaser's expense when due.

12. SETTLEMENT REBOOKING FEE

- a) Without limiting Special Condition 13, the Purchaser agrees to pay the Vendor's Solicitor's costs of \$220.00 should settlement be cancelled on the appointed settlement date and require re-scheduling for another date ('Re-Scheduled Settlement Date'). The Settlement Rebooking Fee is to be allowed on the Statement of Adjustment and paid to the Vendor's Solicitors at settlement.
- b) For the purposes of Special Condition 12(a), a seeking of extension to settlement date shall constitute a cancellation of settlement on the appointed settlement date, and therefore require a Re-Scheduled Settlement Date.
- c) If the Purchaser or the Purchaser's Legal Representative does not nominate another date to re-schedule Settlement, the Vendor's Solicitors will nominate a date to serve as the Re-Scheduled Settlement Date.
- d) For the purpose of Special Condition 12(c), should settlement be cancelled on the Re-Scheduled Settlement Date and require another re-scheduling for another date, the Purchaser agrees to pay another Settlement Rebooking Fee of \$220.00 to be allowed, in addition to all prior Settlement Rebooking Fees, on the Statement of Adjustment and paid to the Vendor's Solicitors at settlement.
- e) This Special Condition 12 is an essential term and condition.

13. DEFAULT NOTICE

- a) For the purposes of General Condition 34 and 35, reasonable costs incurred shall include, but is not limited to, legal fees that are payable, and these fees, not including Settlement Re-Booking Fees, shall be \$990.00.
- b) This Special Condition 13 is an essential term and condition.

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.
- (f) 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.
- (g) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (h) 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
- (i) 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
- (j) 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.
- (k) 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.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land 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
 - (b) there are no debts secured against the property; or
 - (i) 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
 - (c) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (d) 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. General Condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date 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 General Condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the 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 General Condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14- 255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with 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:

25.11 decide if an amount is required to be paid or the quantum of it, or

- (a) 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.

25.12 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.

25.13 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:

34.3 specify the particulars of the default; and

- (a) 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-
- (b) the default is remedied; and
- (c) 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:
- (d) retain the property and sue for damages for breach of contract; or
- (e) 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
- (f) 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
- (g) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We, of

and..... of

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

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

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

this day of 2025

SIGNED by the said)	
)	
Print Name:)
)	Director (Sign)
in the presence of:)	
)	
Witness:)	



TIMOTHY JOHN WELLAND

SECTION 32 VENDORS STATEMENT

Property: 1 Wedgetail Drive, Whittlesea VIC

Denways Legal & Conveyancing
ABN: 12 654 161 074
luke@denwayslegal.com.au
Ref: LA:25-3018


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	1 WEDGETAIL DRIVE, WHITTLESEA VIC 3757
-------------	--

Vendor's name	Timothy John Welland	Date
Vendor's signature		18/08/2025

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

\$0.00	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

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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.)

Is attached

13. ATTACHMENTS

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

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

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

Due Diligence Checklist

Register Search Statement

Copy of Plan

Instrument - AH292551U

Instrument - AK126255E

Instrument - AL537207Q

Instrument - AM359030M

Land Information Certificate

Water Information Statement

State Revenue Office Land Tax Certificate

Certificate of Final Inspection

Property Planning Report

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11621 FOLIO 486

Security no : 124126754935A
Produced 01/08/2025 11:26 AM

LAND DESCRIPTION

Lot 92 on Plan of Subdivision 705509F.
PARENT TITLE Volume 11556 Folio 069
Created by instrument PS705509F Stage 4 09/12/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TIMOTHY JOHN WELLAND of 1 WEDGETAIL DRIVE WHITTLESEA VIC 3757
AU618069W 26/07/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU618070N 26/07/2021
AFSH NOMINEES PTY LTD

COVENANT AM522598V 02/02/2016

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
AH292551U 11/06/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AK126255E 09/01/2013

AGREEMENT Section 173 Planning and Environment Act 1987
AL537207Q 04/12/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AM359030M 26/11/2015

DIAGRAM LOCATION

SEE PS705509F 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: 1 WEDGETAIL DRIVE WHITTLESEA VIC 3757

ADMINISTRATIVE NOTICES

NIL

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

Page 2 of 2

eCT Control 18440T MSA NATIONAL
Effective from 26/07/2021

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS705509F
Number of Pages (excluding this cover sheet)	7
Document Assembled	01/08/2025 11:26

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PLAN OF SUBDIVISION	EDITION 5	PS 705509 F
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<p>LOCATION OF LAND</p> <p>PARISH : TOOROURRONG</p> <p>SECTION : - - - -</p> <p>CROWN ALLOTMENT : 5 & 12 (PARTS)</p> <p>CROWN PORTION : - - - -</p> <p>TITLE REFERENCE : VOL.09958 FOL.375, VOL.11212 FOL.715 & VOL.11385 FOL.519</p> <p>LAST PLAN REFERENCE : PS 301308 T (LOT 1) PS 607426 G (LOT 1) PS 641367 C (LOT 48)</p> <p>POSTAL ADDRESS : 73 & 75 RIDGE ROAD (At time of subdivision) WHITTLESEA, 3757</p> <p>MGA94 Co-ordinates (of approx centre of land in plan)</p> <table style="margin-left: 20px;"> <tr> <td>E</td> <td>335 900</td> <td>ZONE: 55</td> </tr> <tr> <td>N</td> <td>5846 920</td> <td>GDA 94</td> </tr> </table>	E	335 900	ZONE: 55	N	5846 920	GDA 94	<p>COUNCIL NAME: WHITTLESEA CITY COUNCIL</p>
E	335 900	ZONE: 55					
N	5846 920	GDA 94					

VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY
ROADS R1 ROADS R2 ROADS R3 ROADS R4 ROADS R5 RESERVE No.1 RESERVE No.2 RESERVE No.3 RESERVE No.4 RESERVE No.5	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL SPI ELECTRICITY PTY LTD WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL	<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is a staged subdivision. Planning Permit No. 712879</p> <p>This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.</p>
NOTATIONS		

LOTS 1 TO 45 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. THE DEFINED ENDS OF EASEMENTS ARE PERPENDICULAR TO THE ADJOINING BOUNDARY UNLESS OTHERWISE SHOWN.

EASEMENT INFORMATION

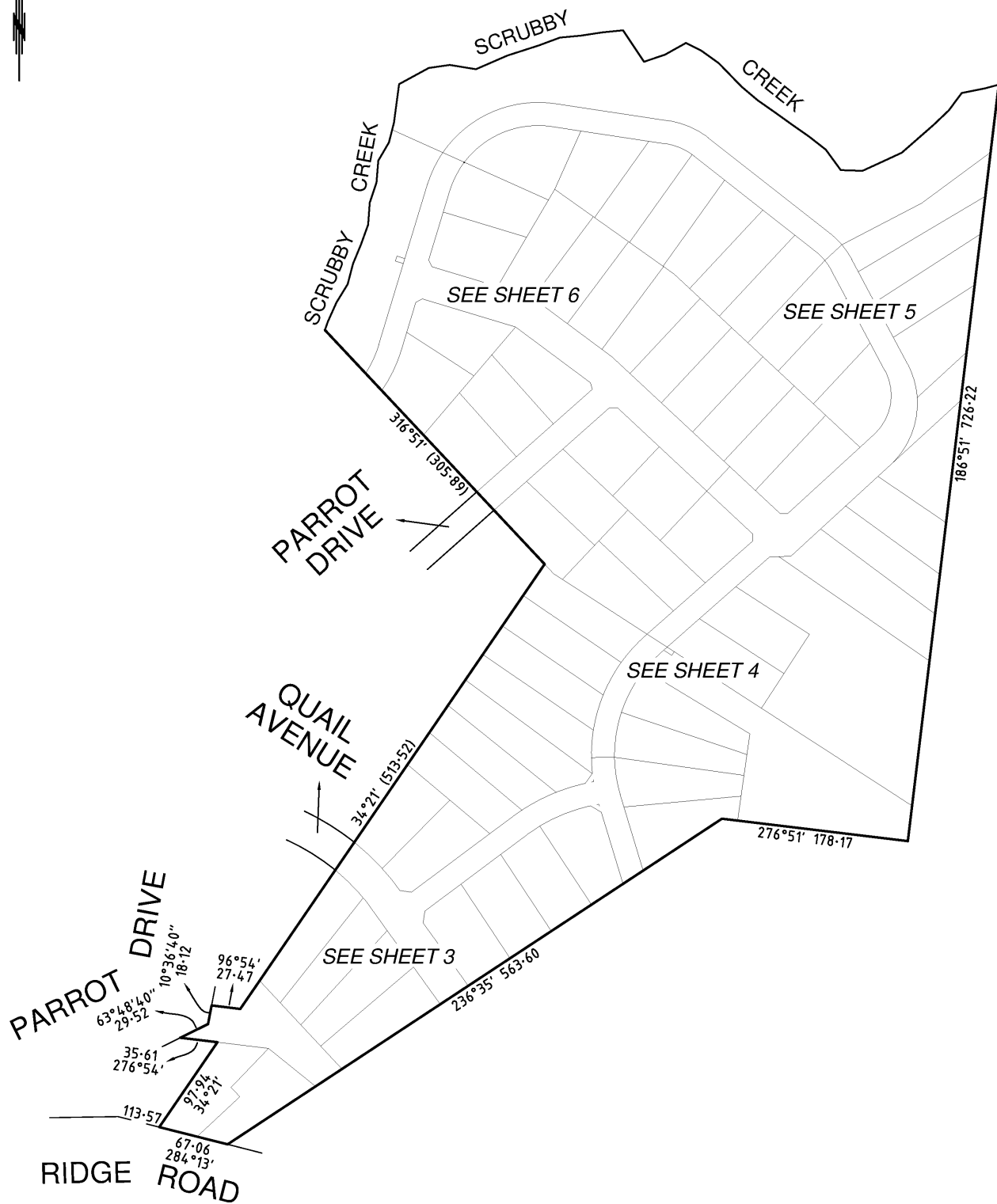
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	ELECTRICITY SUPPLY	14	LP 126742	LOTS IN LP 126742
E-3	DRAINAGE	3	PS 641367 C	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	3	PS 641367 C	YARRA VALLEY WATER LIMITED
E-4, E-6, E-12	SEWERAGE	2	THIS PLAN	YARRA VALLEY WATER LIMITED
E-4	DRAINAGE	2	THIS PLAN	WHITTLESEA CITY COUNCIL
E-5	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL
E-8	DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-9, E-10	DRAINAGE	3	THIS PLAN	WHITTLESEA CITY COUNCIL
E-9, E-10	SEWERAGE	3	THIS PLAN	YARRA VALLEY WATER
E-11	DRAINAGE & FLOODWAY	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION

<p>TGM Group 765 Glenferrie Road (PO Box 2304) Hawthorn Vic 3122 T 03 8862 9333 F 03 9819 4909 ABN 11 125 568 461 www.tgmgroup.com</p>	<p style="font-size: small; margin-top: 5px;">Melbourne Geelong Ballarat</p>	<p>SURVEYORS FILE REF: 5932-00-01 DATE: 19/10/2015</p> <p style="text-align: center; font-weight: bold;">BRENT KEVIN O'GRADY</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p style="text-align: center;">Sheet 1 of 6 Sheets</p>	
THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN				

PS 705509 F

M.C.A.94
ZONE 55



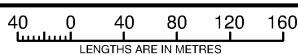
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SCALE
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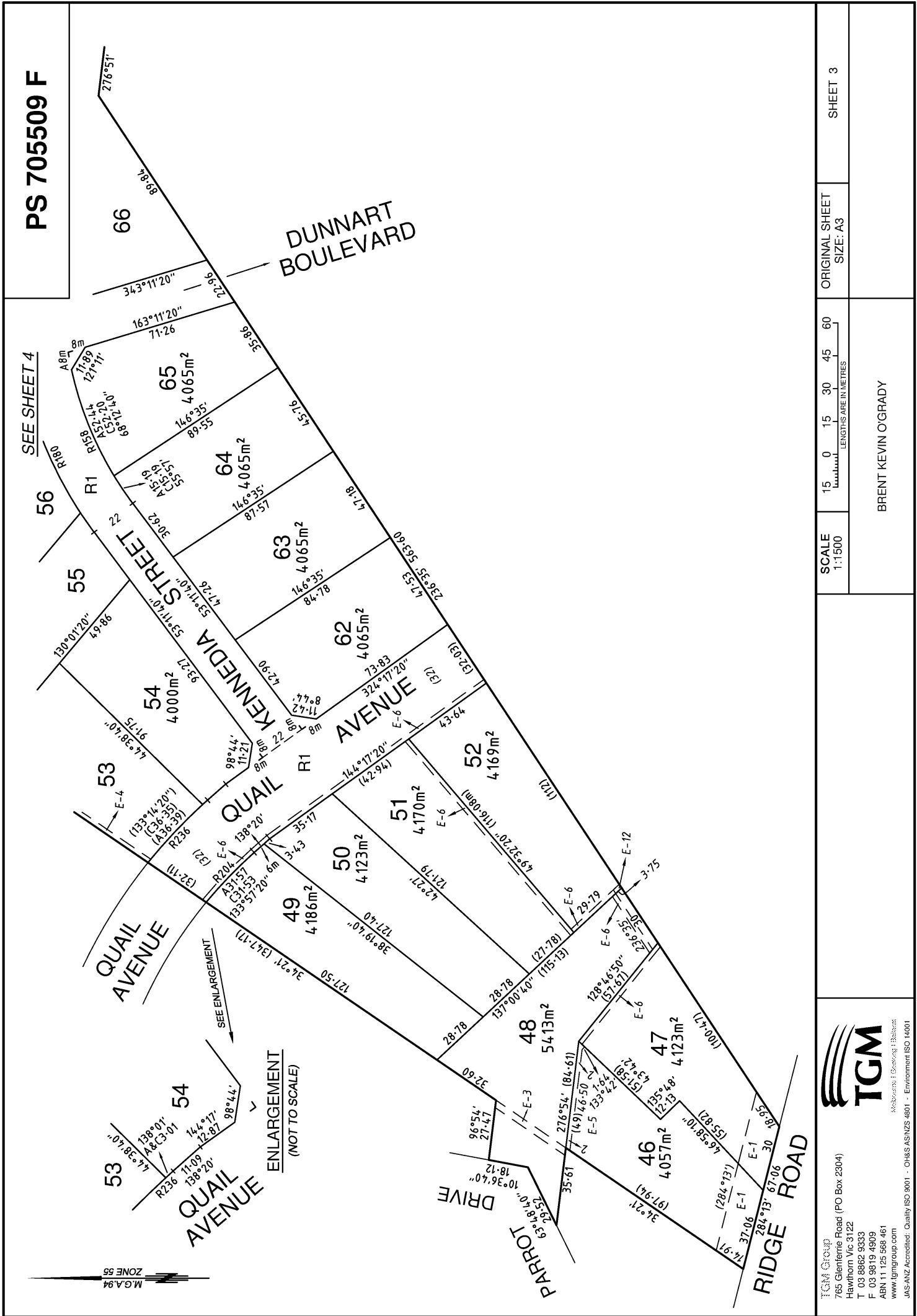
SHEET 2

BRENT KEVIN O'GRADY

PS 705509 F

SEE SHEET 4

DUNNART BOULEVARD



ENLARGEMENT (NOT TO SCALE)

SEE ENLARGEMENT

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Collaborative | Sustainable
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SCALE 1:1500

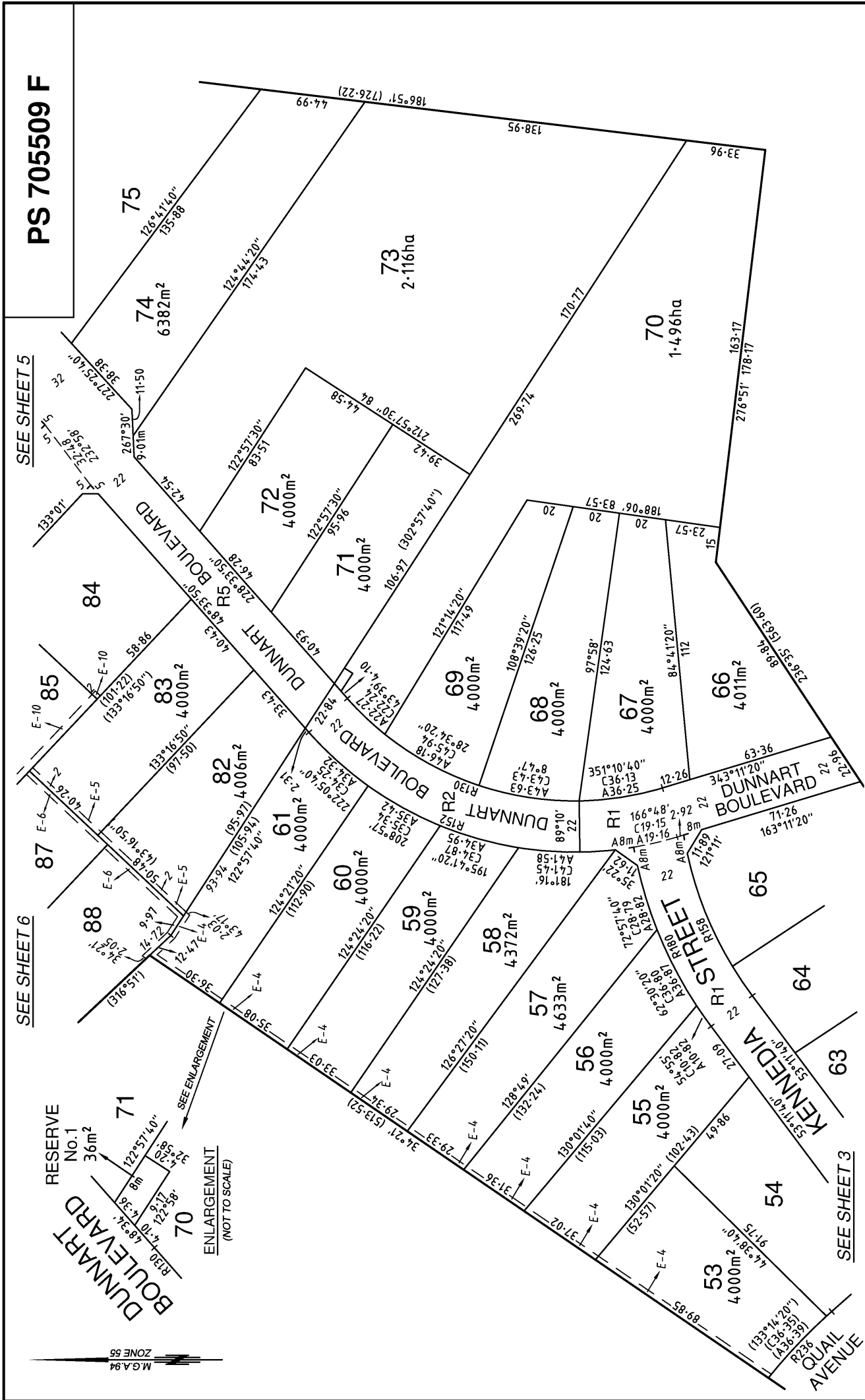
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 LENGTHS ARE IN METRES

BRENT KEVIN O'GRADY

ORIGINAL SHEET SIZE: A3

SHEET 3

PS 705509 F



SEE SHEET 5

SEE SHEET 6

SCALE 1:1500	15 0 15 30 45 60 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
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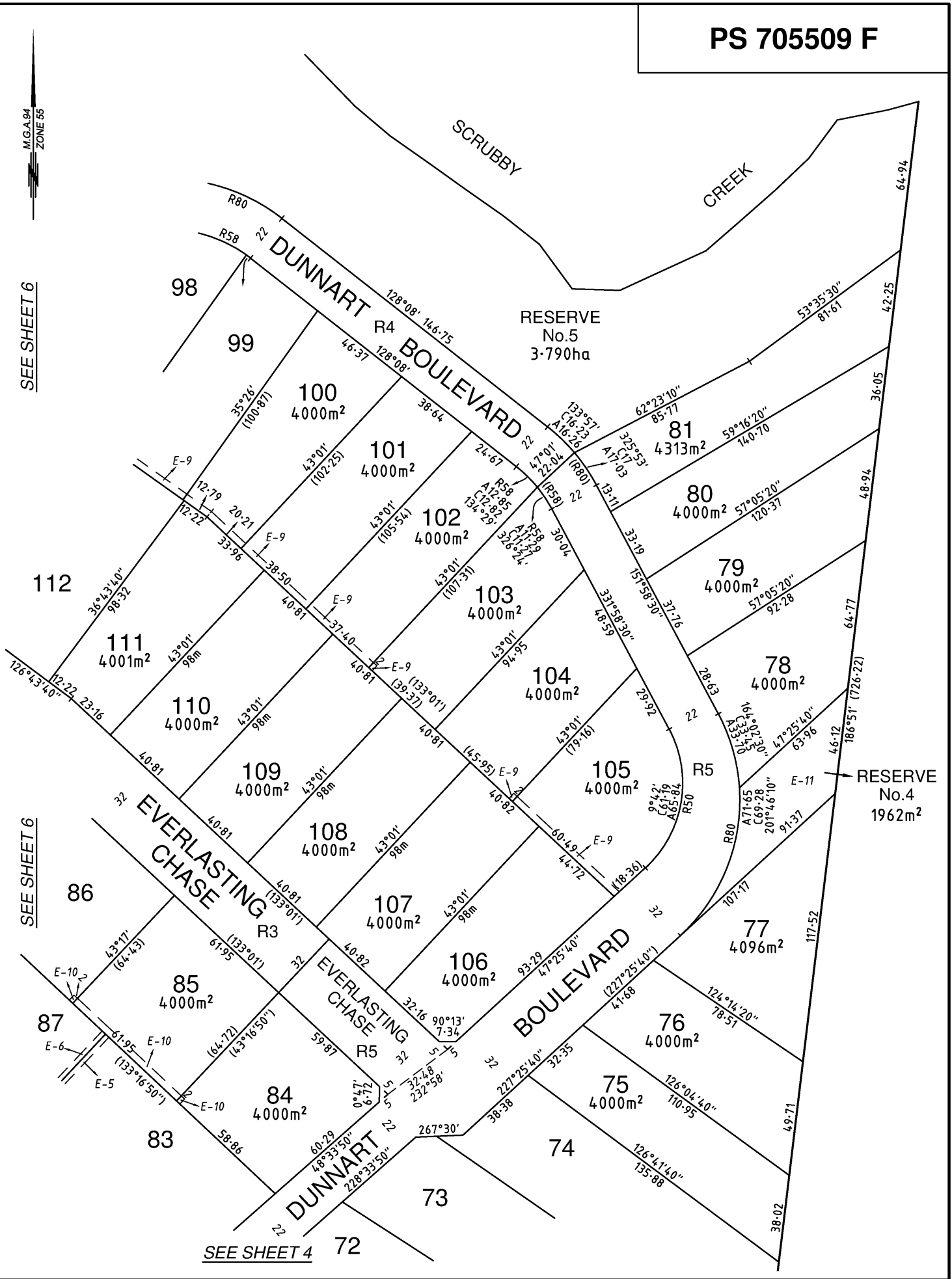
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M.C.A.84
ZONE 55

SEE SHEET 6

SEE SHEET 6

SEE SHEET 4



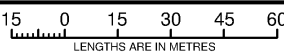
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SCALE
1:1500

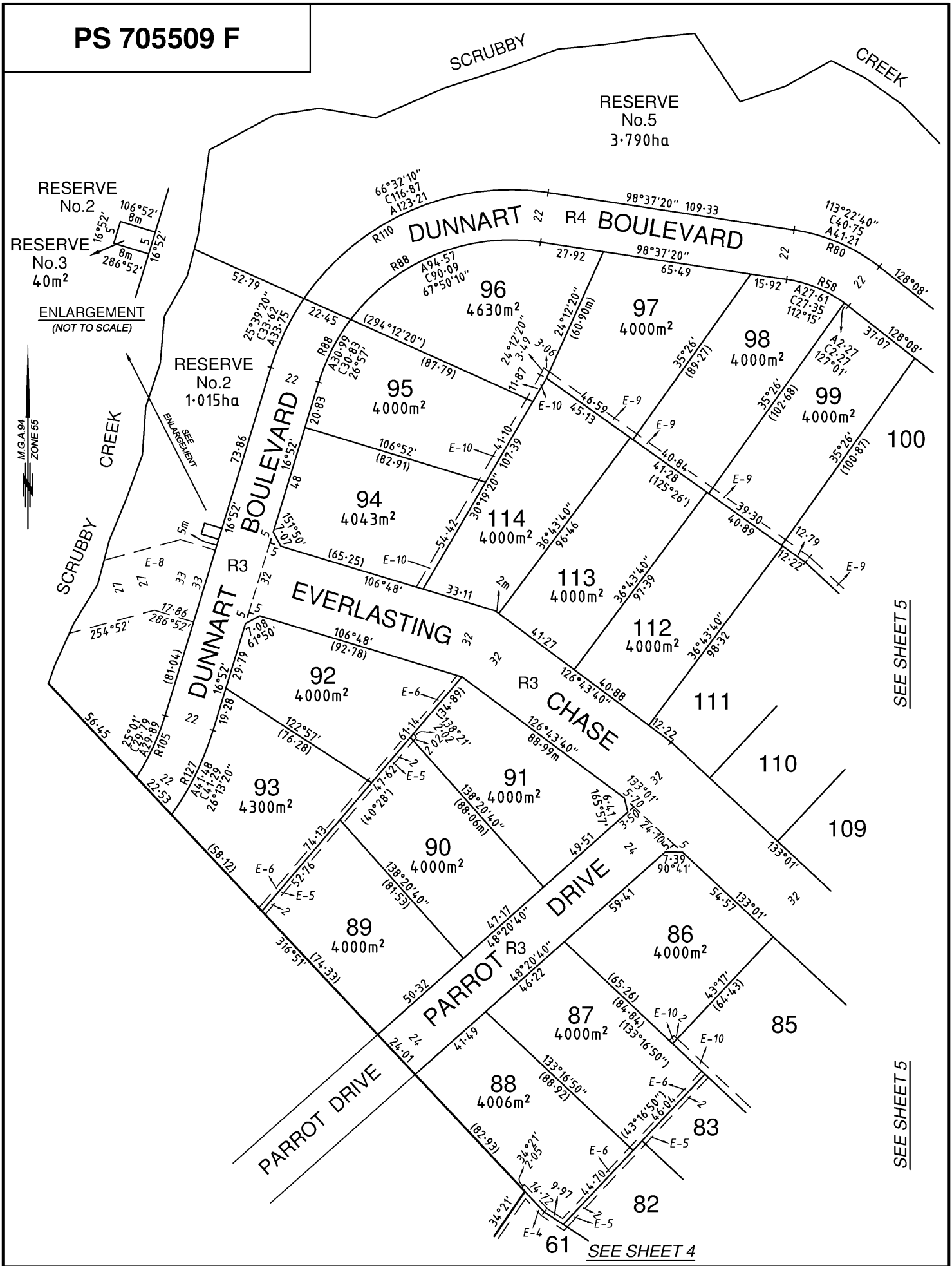


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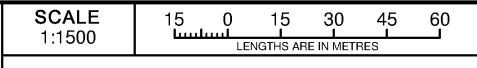
SHEET 5

BRENT KEVIN O'GRADY

PS 705509 F



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SHEET 6

BRENT KEVIN O'GRADY



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Number of Pages (excluding this cover sheet)	10
Document Assembled	06/08/2025 24:18

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: MYM:LMR:LGC:5649393
Customer Code: 1167E

AH292551U

11/06/2010 \$102.90 173



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 10379 Folio 517

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

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

David Turnbull

Name of officer:

DAVID TURNBULL

Position Held:

CEO

Date:

9/6/10



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date 9,06,2010

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 20 Scrubby Creek Road, Whittlesea

AH292551U

11/06/2010 \$102.90 173



Whittlesea City Council
and

Kenneth Donald Williamson and Christine Sheila Williamson

Maddocks

Agreement under Section 173 of the Planning and Environment Act 1987

Dated 9 / 06 / 2010

Parties

Name	Whittlesea City Council
Address	25 Ferres Boulevard, South Morang, Victoria
Short name	Council

AH292551U

11/06/2010 \$102.90 173


Name	Kenneth Donald Williamson and Christine Sheila Williamson
Address	20 Scrubby Creek Road, Whittlesea, Victoria
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 12 March 2008 Council issued Planning Permit No. 606423 (**Planning Permit**) allowing the Subject Land to be subdivided into 2 lots in accordance with the Endorsed Plan. Conditions 2 and 5 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 2 of the Planning Permit provides that:
 - Within six months of the date of issue of this permit, the permit holder must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the:
 - (a) on-going compliance with the requirements of the approved Land Management Plan.
 - All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.
- E. Condition 5 of the Planning Permit provides that:
 - Prior to the issue of Statement of Compliance, the developer or permit holder must enter into a Section 173 Agreement for the provision of an open space reservation adjacent to the south boundary of the Scrubby Creek equivalent to 5% of the site value of the land in the subdivision. The reservation shall be provided within three



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(3) months of Council's request in writing, in accordance with the provisions of the Subdivision Act 1988.

All costs associated with the preparation, execution and lodgement of the agreement shall be borne by the permit holder.

- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. V421466K in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement:
 - G.1 to give effect to the requirements of the Planning Permit; and
 - G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties Agree

1. Definitions

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

Act means the *Planning and Environment Act 1987*.

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

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Land Management Plan means the Land Management Plan endorsed with the stamp of Council pursuant to condition 1 of the Planning Permit and as amended from time to time with the prior written consent of Council. A copy of the Land Management Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plan.

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

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

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

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

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

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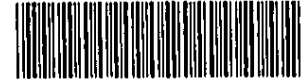
Subject Land means the land situated at 20 Scrubby Creek Road, Whittlesea being the land referred to in Certificate of Title Volume 10379 Folio 517 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

AH292551U

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

3. Specific obligations of the Owner

The Owner covenants and agrees that:

3.1 Reservation

within 3 months from the date of Council's written request, the Owner must prepare and register a plan of subdivision in accordance with the *Subdivision Act* 1988 which provides to Council an open space reservation in respect of the Subject Land (**Reservation**) at no cost to Council. The Reservation must be:

- 3.1.1 adjacent to the south boundary of the Scrubby Creek; and
- 3.1.2 equivalent to 5% of the value of the Subject Land in the subdivision allowed by the Planning Permit; and

3.2 Land Management Plan

- 3.2.1 except with the prior written consent of Council, the Owner must undertake all tasks and comply with all directions and recommendations in accordance with the



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Land Management Plan within the timeframes specified in the Land Management Plan; and

3.2.2 must ensure that all use and development and management of the Subject Land is in accordance with the Land Management Plan at all times thereafter;

all to the satisfaction of Council.

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4. Further obligations of the Owner

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

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

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

4.3 Council's Costs to be Paid

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

5. Agreement under Section 173 of the Act

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

6. Owner's Warranties

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



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subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. Commencement of Agreement

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

10. Ending of Agreement

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

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

10.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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Signing Page

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

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

[Signature] Chief Executive Officer

Signed Sealed and Delivered by Kenneth Donald Williamson in the presence of:)
)
)

[Signature]
Witness [Signature]

Signed Sealed and Delivered by Christine Sheila Williamson in the presence of:)
)
)

[Signature]
Witness [Signature]

AH292551U

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Mortgagee's Consent

Westpac Banking Corporation as Mortgagee of registered mortgage No. V421466K consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....Westpac Banking Corporation.....
ABN 33 007 457 141 the
Mortgagee under Mortgage
No. V421466K..... HEREBY
CONSENTS to the within
Dated this 28th day of May 2010
Westpac Banking Corporation Elizabeth Ann
By its Attorney [Signature] Barnes
General Power of Attorney dated trier 3 Attorney
17 January 2001 filed in the
Permanent Order Book No. 277
at page 016.
in the presence of
[Signature]
Signature of Witness Evelyne Jean Collyns
Name of Witness (BLOCK LETTERS)
25 Pierson Street
LOCKLEYS SA 5032
(08) 81521128

Please register and hand Certificate of Title/s to issue to Scott Ashwood Pty Ltd Cust Code 1557Q
Signed [Signature]



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

Section 181 Planning and Environment Act 1987

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Form 18

Lodged by:

Name: MADDOCKS
 Phone: 9288 0555
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
 Ref: KAL:LMR:BMS:5952388
 Customer Code: 1167E

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

Land: Volume 11212 Folio 715

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

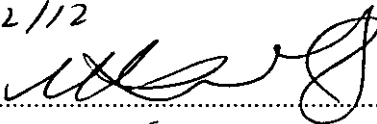
Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the Agreement is attached to this Application

Date:

4/12/12

Signature for Responsible Authority:



Name of officer:

Maria Cooke

Position held:

Manager Established Areas
Planning

AK126255E

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date 28/11/2012

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 73 and 75 Ridge Road, Whittlesea

Whittlesea City Council
and

Kenneth Donald Williamson
and

Christine Sheila Williamson
and

Linda Gail Villani

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Agreement under section 173 of the Planning and Environment Act 1987

AK126255E

Dated 28/11 / 2012.

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Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	Kenneth Donald Williamson
Address	20 Scrubby Creek Road, Whittlesea, Victoria
Short name	Owner

Name	Christine Sheila Williamson
Address	20 Scrubby Creek Road, Whittlesea, Victoria
Short name	Owner

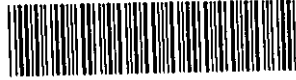
Name	Linda Gail Villani
Address	75 Ridge Road, Whittlesea, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Parties have agreed to enter into the Agreement to provide for the Road Infrastructure Contribution prior to Council issuing the Planning Permit. If the Planning Permit is not issued, the Owner will not be required to pay the Road Infrastructure Contribution.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
 - E.1 to record the terms and conditions on which the Road Infrastructure Contribution will be provided to Council; and
 - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement.

Adjustment Index means CPI or if this index is not available, such other index that represents the rise in the cost of living in Melbourne, as Council may determine.

Balance Payment means any amount remaining payable to meet the total amount payable for the Road Infrastructure Contribution adjusted at the time the final Staged Payment is to be paid by the Owner.

CPI means the Consumer Price Index (All Groups – Melbourne) as published by the Australian Bureau of Statistics.

Lots means lots on the plan of subdivision.

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

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

Party or Parties means the Parties to this Agreement.

Planning Permit means a planning permit authorising the subdivision of the Subject Land that may be issued by Council following the execution of this Agreement.

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

Road Infrastructure Contribution means the contribution payable to Council in the amount of \$427,612.00.

Stage is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under the Planning Permit.

Staged Payment means the portion of the Road Infrastructure Contribution payable to Council calculated as the Road Infrastructure Contribution divided by the total number of Lots multiplied by the number of Lots released in a Stage of subdivision.

Statement of Compliance means a statement of compliance within the meaning of section 21 of the *Subdivision Act 1988*.

Subject Land means the land situated at 73 & 75 Ridge Road, Whittlesea being the land referred to in Certificate of Title Volume 11212 Folio 715 and Volume 9958 Folio 375 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.



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2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Owner's specific obligations

The Owner covenants and agrees that upon the issue of the Planning Permit, unless with the prior written consent of Council:

3.1 Payment of the Road Infrastructure Contribution

the Owner must pay the Road Infrastructure Contribution to Council in accordance with clause 3.2 of this Agreement;

3.2 Road Infrastructure Contribution to be paid at each Stage

- 3.2.1 prior to the issue of a Statement of Compliance for each Stage of subdivision authorised by the Planning Permit, the Owner must pay a Staged Payment of the Road Infrastructure Contribution to Council;
- 3.2.2 up until the time when the total payment of the Road Infrastructure Contribution has been made, the amount of the Road Infrastructure Contribution will be adjusted each year on the anniversary of the issuance of the Planning Permit by applying the Adjustment Index; and
- 3.2.3 prior to the issue of a Statement of Compliance for the final Stage authorised by the Planning Permit, the Owner must pay to Council the Staged Payment, and if necessary, the Balance Payment.

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3.3 Interest for overdue moneys

3.3.1 any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 172 of the *Local Government Act 1989* and any payment made shall be first directed to payment of interest and then the principal amount owing; and

3.3.2 notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

4. Owner's further obligations

4.1 Notice and registration

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

4.2 Further actions

The Owner:

4.2.1 must do all things necessary to give effect to this Agreement;

4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

5. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in title

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

7.1 give effect to this Agreement; and

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7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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8. General matters

8.1 Notices

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

8.2 No waiver

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

8.3 Severability

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

8.4 No fettering of Council's powers

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

8.5 Inspection of documents

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

8.6 Governing law

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

9. GST

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

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- 9.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 9.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 9.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 9.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 9.3.

10. Commencement of Agreement

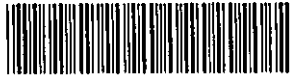
This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

11. Ending of Agreement

- 11.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 11.2 After the Agreement has ended, Council will, at the Owner's written request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

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09/01/2013 \$110.30 173



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Signing Page

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

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



[Handwritten Signature]

Delegate

Signed Sealed and Delivered by Kenneth Donald Williamson in the presence of:

[Handwritten Signature]

[Handwritten Signature]
Witness

Signed Sealed and Delivered by Christine Sheila Williamson in the presence of:

[Handwritten Signature]

[Handwritten Signature]
Witness

Signed Sealed and Delivered by Linda Gail Villani in the presence of:

[Handwritten Signature]

[Handwritten Signature]
Witness



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

Section 181 Planning and Environment Act 1987

AL537207Q



Form 18

Lodged by:

Name: MADDOCKS
 Phone: 9288 0555
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
 Ref: KAL:LXE:A01C:6331783
 Customer Code: 1167E

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

Land: Volume 11513 Folio 351, Volume 11457 Folio 821

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

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

A copy of the Agreement is attached to this Application

Date: 2/12/14

Signature for Responsible Authority:

Name of officer:

Maná Looke

Position held:

Manager Established Areas
planning



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

AL537207Q

04/12/2014 \$116.50 173



Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 21A Quail Avenue and part of the land known as 73-75 Ridge Road

Whittlesea City Council
and

Cleveland Lodge No.6 Pty Ltd
ACN 136 418 543



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 2nd December 2014



Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council
Name	Cleveland Lodge No.6 Pty Ltd ACN 136 418 543
Address	2 Bradford Avenue, Preston, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 2 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by mortgages and a caveat in favour of the Mortgagees and Caveator. The Mortgagees and Caveator consent to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

Ancillary Driveway Works means all ancillary Works associated with the construction of a Driveway.



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Planning Permit means planning permit no. 712879, as amended from time to time, issued on 1 February 2013, authorising a multi-lot residential subdivision of, and removal of native vegetation on, the Subject Land in accordance with the Endorsed Plan.

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

Services includes water, electricity, gas and telephone supply and sewerage and stormwater drains.

Subject Land means the land situated at 21A Quail Avenue and part of the land known as 73-75 Ridge Road being the land referred to in certificates of title volume 11513 folio 351 and volume 11457 folio 821 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

Works includes Ancillary Driveway Works and Ancillary Services Works.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

3. Purposes of Agreement

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

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

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outside a Building Envelope.

6.2 Driveway Envelope

the Owner may:

- 6.2.1 construct, or cause or permit to be constructed a driveway;
- 6.2.2 construct or carry out, or cause or permit to be constructed or carried out, any Ancillary Driveway Works;
- 6.2.3 install, or cause or permit to be installed, any Services; and
- 6.2.4 construct or carry out, or cause or permit to be constructed or carried out, any Ancillary Services Works,

within a Driveway Envelope.

6.3 Rainwater tanks

on each Lot, the Owner must:

- 6.3.1 provide and maintain a rainwater tank with a capacity of not less than 10,000 litres; and
- 6.3.2 ensure the rainwater collected in the rainwater tank is available for use by the occupier of the Dwelling on the Lot.

6.4 Fences

the Owner must not build, construct or erect, or cause or permit to be built, constructed or erected any Boundary Fencing unless the Boundary Fencing is:

- 6.4.1 constructed of posts and wire; or
- 6.4.2 designed in an alternative rural style,

to the satisfaction of Council.

6.5 Building Restrictions

- 6.5.1 the Owner must not build, construct or erect, or cause or permit to be built, constructed or erected, any more than one Dwelling on a Lot.
- 6.5.2 except with the prior written consent of Council, all Dwellings constructed on the Subject Land must:
 - (a) be single storey;
 - (b) have a pitched roof; and
 - (c) include a verandah treatment,to the satisfaction of Council.
- 6.5.3 except with the prior written consent of Council, the Owner must not build, construct or erect, or cause or permit to be built, constructed or erected, any Outbuilding with a Gross Floor Area of more than 160 square metres.



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- 6.5.4 the Owner must not build, construct or erect, or cause or permit to be built, constructed or erected any Outbuilding, unless the Outbuilding is located to the rear of a Dwelling on a Lot, to the satisfaction of Council.
- 6.5.5 the Owner must not build, construct or erect, or cause or permit to be built, constructed or erected, any Building, unless the external colours, materials and finishes of the Building are:
- (a) of muted tones and low reflectivity; and
 - (b) sympathetic to the natural environment,
- to the satisfaction of Council.

6.6 No further subdivision

notwithstanding anything in the Planning Scheme, the Owner must not subdivide the Subject Land in a way that creates an additional Lot except in accordance with the Planning Permit.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

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

7.3 Council's costs to be paid

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

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

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7.4 Time for determining satisfaction

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

7.5 Interest for overdue money

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

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

7.6 Notification of compliance with Owner's obligations

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

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

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

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 Notices

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

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

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

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

11.2 No waiver

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

11.3 Severability

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

11.4 No fettering of Council's powers

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

11.5 Inspection of documents

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

11.6 Governing law

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

12. Commencement of Agreement

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

13. Ending of Agreement

13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.

13.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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Signing Page

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

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



.....
Mura Cooke

Delegate

Executed by Cleveland Lodge No.6 Pty Ltd ACN 136 418 543 in accordance with s 127(1) of the Corporations Act 2001:

.....
Athina Dragianaris
.....
Athina Dragianaris

Signature of Sole Director and Sole Company Secretary

Print full name

Mortgagees' Consent

Distinctive FX 2 Pty Ltd as Mortgagee under instrument of mortgage no. AL256785M consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Distinctive FX 2 Pty Ltd ACN 083 078 380 in accordance with s 127(1) of the Corporations Act 2001:

.....
Mario Salvo
.....
Mario Salvo

Signature of Sole Director and Sole Company Secretary

Print full name

Banner Funds Management Pty Ltd as Mortgagee under instrument of mortgage no. AL144854 consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Banner Funds Management Pty Ltd ACN 162 523 597 in accordance with s 127(1) of the Corporations Act 2001:

.....
Brian Osborne
.....
BRIAN OSBORNE
.....
Print full name

Signature of Director

.....
Brett McGillivray
.....
Brett McGillivray
.....
Print full name

Signature of Director Company Secretary

Print full name

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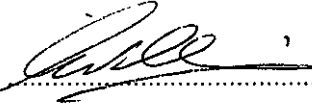


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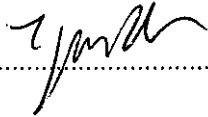
Caveator's Consent

Christine Sheila Williamson and Kenneth Donald Williamson as Caveators of registered caveat no. AL240786Y and purchasers of part of the Subject Land consent to the Owner entering into this Agreement.

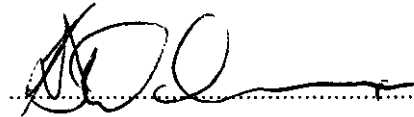
Signed by Christine Sheila Williamson in the presence of:

} 

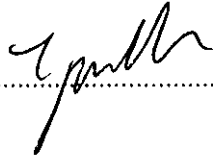
Witness



Signed by Kenneth Donald Williamson in the presence of:

} 

Witness



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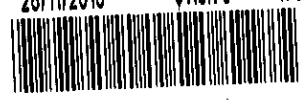
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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

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Form 21

Lodged by:

Name: MADDOCKS
 Phone: 9258 3555
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
 Ref: KAL:A01C:6331783.001
 Customer Code: 1167E

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

Land: Volume 11556 Folio 069

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

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Darren Jackson

Position Held:

Manager Established Areas Planning

Date:

26/11/15

 **NORTON ROSE FULBRIGHT**

Dated *26 November* 2015

Planning Agreement **AM359030M**



Parties

Whittlesea City Council 

Melbourne Water Corporation
ABN 81 945 386 953

Cleveland Lodge No. 6 Pty Ltd
ACN 136 418 543

Elisa de Wit
Norton Rose Fulbright Australia
RACV Tower, 485 Bourke Street
Melbourne VIC 3000
Tel: +61 (0)3 8686 6000
nortonrosefulbright.com
Our ref: 2832593

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Deed dated
26.11.2015
Act 1987 (Act)

under section 173 of the *Planning and Environment*

Parties:

Whittlesea City Council
of 25 Ferres Blvd, South Morang in the State of Victoria
(Responsible Authority)

Melbourne Water Corporation
of 990 Latrobe Street, Docklands in the State of Victoria
(Melbourne Water)

Cleveland Lodge No. 6 Pty Ltd
of 2 Bradford Avenue, Preston in the State of Victoria
(Owner)

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Introduction

- A** The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme under the provisions of the Act.
- B** The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the Land.
- C** The Land is subject to registered mortgage no. AL144854U in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- D** The Land is subject to registered caveats no. AL240786Y and AM161759H in favour of the Caveators. The Caveators have consented to the Owner entering into this Agreement.
- E** On 22 March 2013 the Responsible Authority issued the Planning Permit.
- F** The Planning Permit permits the construction of 2 roads, to be known as Dunnart Boulevard and Everlasting Chase, Whittlesea, within the Road Reserve to provide vehicle access to each of the Lots approved under the Planning Permit. Upon registration of the Plan of Subdivision, the roads will vest in Council.
- G** The Culvert Crossings have been constructed in the Road Reserve over the Waterway to provide vehicle access from the road to the Lots.
- H** The Owner owns the Culvert Crossings and is wholly responsible for Maintaining the structural integrity and safety of the Culvert Crossings to the satisfaction of Council and Melbourne Water.
- I** The Parties enter into this Agreement to facilitate the requirements referred to above.

It is agreed

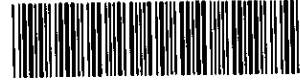
1 Definitions and interpretation

1.1 Definitions

In this Agreement:

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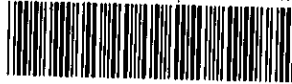
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- (1) **Act** means the *Planning and Environment Act 1987* (Vic);
- (2) **Agreement** means this document and any agreement executed by the Parties expressed to amend, or be supplemental to, this document;
- (3) **Caveator** means:
 - (a) Christine Sheila Williamson and Kenneth Donald Williamson; and
 - (b) EBISU Finance Partners Pty Ltd,being the persons registered as caveator of the Land at the date of this Agreement.
- (4) **Civil Drawings** means the civil drawings approved by the Responsible Authority from time to time as the Civil Drawings under this Agreement and which will generally be in accordance with the civil drawings attached to Schedule 1;
- (5) **Council** means the Whittlesea City Council.
- (6) **Culvert Crossings** means the vehicle crossings constructed across the Waterway to provide vehicle access to Lots in accordance with the Civil Drawings;
- (7) **Endorsed Plans** means the plans endorsed with the stamp of the Responsible Authority from time to time as the plans which form part of the Planning Permit;
- (8) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) from time to time;
- (9) **Land** means the land described in certificate of title volume 11556 folio 069, being lot no. S4 on Plan of Subdivision 705509F in the state of Victoria;
- (10) **Local Law** means the City of Whittlesea General Municipal Law No 1 of 2014;
- (11) **Lot** has the same meaning as in the *Subdivision Act 1988*;
- (12) **Lot 74** means that part of the Subject Land that is identified and delineated on the Plan as 'lot 74' or '74' or the like;
- (13) **Lot 75** means that part of the Subject Land that is identified and delineated on the Plan as 'lot 75' or '75' or the like;
- (14) **Lot 76** means that part of the Subject Land that is identified and delineated on the Plan as 'lot 76' or '76' or the like;
- (15) **Lot 77** means that part of the Subject Land that is identified and delineated on the Plan as 'lot 77' or '77' or the like;
- (16) **Lot 85** means that part of the Subject Land that is identified and delineated on the Plan as 'lot 85' or '85' or the like;
- (17) **Lots** means Lot 74, Lot 75, Lot 76, Lot 77 and Lot 85;
- (18) **Maintain** means to undertake all necessary work to ensure the structural and aesthetic integrity and safety of the Culvert Crossings including repairing and replacing the Culvert Crossings as necessary;
- (19) **Melbourne Water** means Melbourne Water Corporation (ABN 81 945 386 953) and includes its agents, officers, employees, servants, workers and contractors;

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- (20) **Mortgagee** means Banner Funds Management Pty Ltd being the person registered or entitled to be registered as the mortgagee of the Land or any part of it;
- (21) **Owner** means the person or persons registered or entitled 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 includes a mortgagee in possession;
- (22) **Party or Parties** means a party, or the parties, to this Agreement, but does not include a person who has transferred or otherwise disposed of all of their interests in the Land;
- (23) **Plan** means the proposed plans of subdivision PS705509F/S4 and PS705509F/S6 prepared by TGM Group Pty Ltd attached to Schedule 3;
- (24) **Plan of Subdivision** means an approved plan of subdivision depicting the Subdivision;
- (25) **Planning Permit** means the Planning Permit number 712879 for a multi-lot staged residential subdivision and removal of native vegetation in accordance with the including any plans endorsed under it;
- (26) **Planning Scheme** means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (27) **Responsible Authority** means the Whittlesea City Council, or its successor, as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (28) **Road Reserve** has the same meaning as within the *Road Management Act 2004*, and more particularly, means the road reserve containing Dunnart Boulevard and Everlasting Chase, Whittlesea;
- (29) **Waterway** means the watercourse known as 'Tributary of Scrubby Creek (6062)' as shown on the plan attached to Schedule 2; and
- (30) **Works Within a Road Reserve Permit** means a permit issued under the Local Law allowing the carrying out of works within a Road Reserve.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a Party includes the Party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and

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- (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
- (g) dollars means Australian dollars unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- (6) If an act must be done on a specified day which is not a business day, it must be done instead on the next business day.
- (7) This Agreement does not in any way limit the application of the Act.

1.3 Parties

- (1) If a Party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A Party which is a trustee is bound both personally and in its capacity as a trustee.

1.4 Joint and separate exercise of powers and discretions

A power or discretion granted in favour of more than 1 person need not be exercised by them jointly but may be exercised by any 1 or more of them separately.

2 Obligations run with the Land

The obligations of the Owner under this Agreement, take effect as separate and several covenants which are annexed to and run at law and equity with the Land. If the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that owner's Lot.

3 Specific Obligations of the Owner

3.1 The Owner covenants and agrees to at all times Maintain the Culvert Crossings:

- (1) in accordance with the Endorsed Plans and the Civil Drawings;
- (2) at the full cost of the Owner; and
- (3) to the satisfaction of Council and Melbourne Water.

3.2 The Owner covenants and agrees that before doing any work in the Road Reserve, the Owner must obtain a Works Within a Road Reserve Permit from Council.

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4 Further Obligations of the Owner

4.1 Notice and registration

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

4.2 Mortgage to be bound

The Owner must 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.

4.3 Registration of Agreement

The Owner must do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

4.4 Melbourne Water's Costs to be paid

The Owner must pay immediately on demand the reasonable costs of Melbourne Water of and incidental to the preparation, execution and registration, and enforcement of this Agreement.

4.5 Council's costs to be paid

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

- (1) preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- (2) preparing, drafting, finalising and recording any amendment to this Agreement; and
- (3) preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

4.6 Interest for overdue money

- (1) The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due to Council under this Agreement that is not paid by the due date.
- (2) If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

4.7 Indemnity

- (1) The Owner must not make any claim for damages or loss of any kind against Council or Melbourne Water for any damage or injury caused to the Land, assets, materials or any other property or to any person arising out of, or connected with, any structural or other failure of a Culvert Crossing.
- (2) The Owner indemnifies Council and Melbourne Water against all costs, expenses, losses or damages that any person may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by

any person arising from or referable to this Agreement or any non-compliance with this Agreement.

5 Further assurance

Each Party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

6 Obligations of Melbourne Water

Melbourne Water covenants and agrees to enforce this Agreement in accordance with its functions and obligations under the *Water Act 1989* and the Act.

7 Agreement under section 173 of the Act

The Parties acknowledge and agree that this Agreement is made as a deed under section 173 of the Act.

8 Owner's warranties

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

9 Planning objectives

The Parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

10 Successors in title

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

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

11 Goods and Service Tax

11.1 Definitions and Expressions

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

11.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one Party to another Party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

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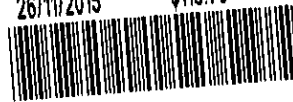


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11.3 Liability to pay any GST

Subject to clause 11.4, in addition to any amount payable by one Party to another Party under this Agreement in respect of a taxable supply, the Party liable to pay the amount ("Recipient") must pay to the other Party ("Supplier") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the amount is otherwise payable.

11.4 Tax Invoice

A Party's right to payment under clause 11.3 is subject to a Tax Invoice being delivered to the Recipient.

12 General Matters

12.1 Service of Notice

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and in addition to any other method of service provided by law may be served:

- (1) by delivering it personally on that Party; or
- (2) by sending it by pre paid post, addressed to that Party at the address set out in this Agreement or subsequently notified to each Party; or
- (3) by sending it by facsimile if it confirmed immediately in writing by the sending Party by hand delivery or pre paid post.

12.2 Time of Service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two business days after the date of posting and in any other case, seven business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that day; or
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

12.3 No Waiver

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

12.4 Jurisdiction

- (1) The law of Victoria governs this Agreement.
- (2) The Parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

AM359030M



12.5 Severability

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

12.6 No Fettering of Responsible Authority's or Melbourne Water's powers

The Parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority or Melbourne Water to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

13 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement. If this Agreement is not dated, it commences on the date the Planning Permit was issued.

14 Amendment

14.1 This Agreement may be amended:

- (1) by written agreement between all persons who are bound by a covenant in this Agreement; or
- (2) in accordance with Part 9 Division 2 of the Act.

14.2 If the Responsible Authority or the Owner seeks to amend this Agreement in accordance with section 178(b) of the Act, the Parties agree that the Responsible Authority must give Melbourne Water notice of the proposal to amend this Agreement.

15 Ending of Agreement

15.1 This Agreement comes to an end within the meaning of section 177(1) of the Act when:

- (1) the Parties agree in writing to end the Agreement wholly or in part or as to any part of the Land;
- (2) all persons who are bound by a covenant in this Agreement agree in writing to end the Agreement wholly or in part or as to any part of the Land in accordance with section 177(2) of the Act; or
- (3) a decision to end the Agreement is made under Part 9 Division 2 of the Act.

15.2 If the Responsible Authority or the Owner seeks to end this Agreement in accordance with section 177(2)(a) of the Act, the Parties agree that the Responsible Authority must give notice of the proposal to end this Agreement to Melbourne Water.

15.3 Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

16 Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the Parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

AM359030M

26/11/2015 \$119.70 173


Signed sealed and delivered by the Parties as a deed.

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

[Handwritten Signature]

Delegate



Signed sealed and delivered by Melbourne Water Corporation by its duly appointed attorney in the presence of:

[Handwritten Signature]
Signature of witness

LIZ ARTHUR
Name of witness (BLOCK LETTERS)

990 LATROBE ST DOCKLANDS 3008
Address of witness

[Handwritten Signature]
Signature of attorney 24.11.2015

JANE DENTON
Name of attorney (BLOCK LETTERS)

LEGAL COUNSEL & CORPORATE SECRETARY
Position of attorney

Date of power of attorney: 20 March 2015
By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney.

Executed by **Cleveland Lodge No. 6 Pty Ltd** ACN 136 418 543 in accordance with section 127 of the *Corporations Act 2001*:

[Handwritten Signature]
Director/company secretary

ATHINA BRAGIANNIS
Name of director/company secretary (BLOCK LETTERS)

N/A as Sole Director
Director

Name of director (BLOCK LETTERS)

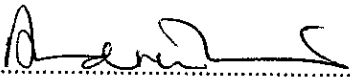
AM359030M

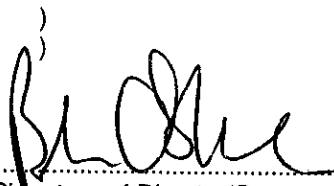


Mortgagee's consent

Banner Funds Management Pty Ltd as Mortgagee of registered Mortgage No. AL144854U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by **Banner Funds Management Pty Ltd ACN 162 523 597** in accordance with s 127(1) of the *Corporations Act 2001*:


.....
Signature of Director
ANDREW TURNER
.....
Print full name


.....
Signature of Director/Company Secretary
BRIAN OSBORNE
.....
Print full name

AM359030M

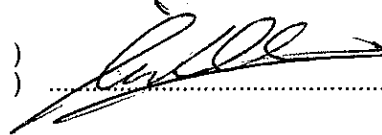
26/11/2015 \$119.70 173




Caveators' consent

Christine Sheila Williamson as Caveator of registered caveat no. AL240786Y consents to the Owner entering into this Agreement.

Signed by Christine Sheila Williamson in the presence of:

) 

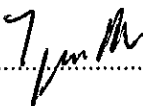


Witness

Kenneth Donald Williamson as Caveator of registered caveat no. AL240786Y consents to the Owner entering into this Agreement.

Signed by Kenneth Donald Williamson in the presence of:

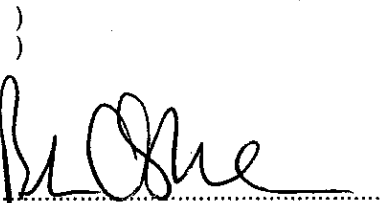
) 

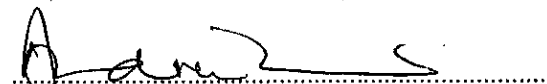


Witness

EBISU Finance Partners Pty Ltd as Caveator of registered caveat no. AM161759H consents to the Owner entering into this Agreement.

The Common Seal of EBISU Finance Partners Pty Ltd ACN 142 923 206 was affixed in accordance with s 127(2) of the *Corporations Act 2001* in the presence of:

) 



Signature of Director

ANDREW TURNER


Print full name

Signature of Director/Company Secretary

BRAH OSBORNE

Print full name

AM359030M

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Schedule 1 - Civil Drawings

Civil Drawings referred to in clause 1.1(4) and 3.1

The plan which is Schedule 1 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

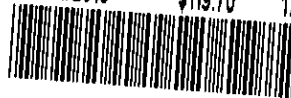
A copy of the plan identified is included in each of the counterparts to this section 173 Agreement which are held by:

- The Responsible Authority;
- Melbourne Water Corporation; and
- The Owner of the Land as at the date the Agreement was executed.

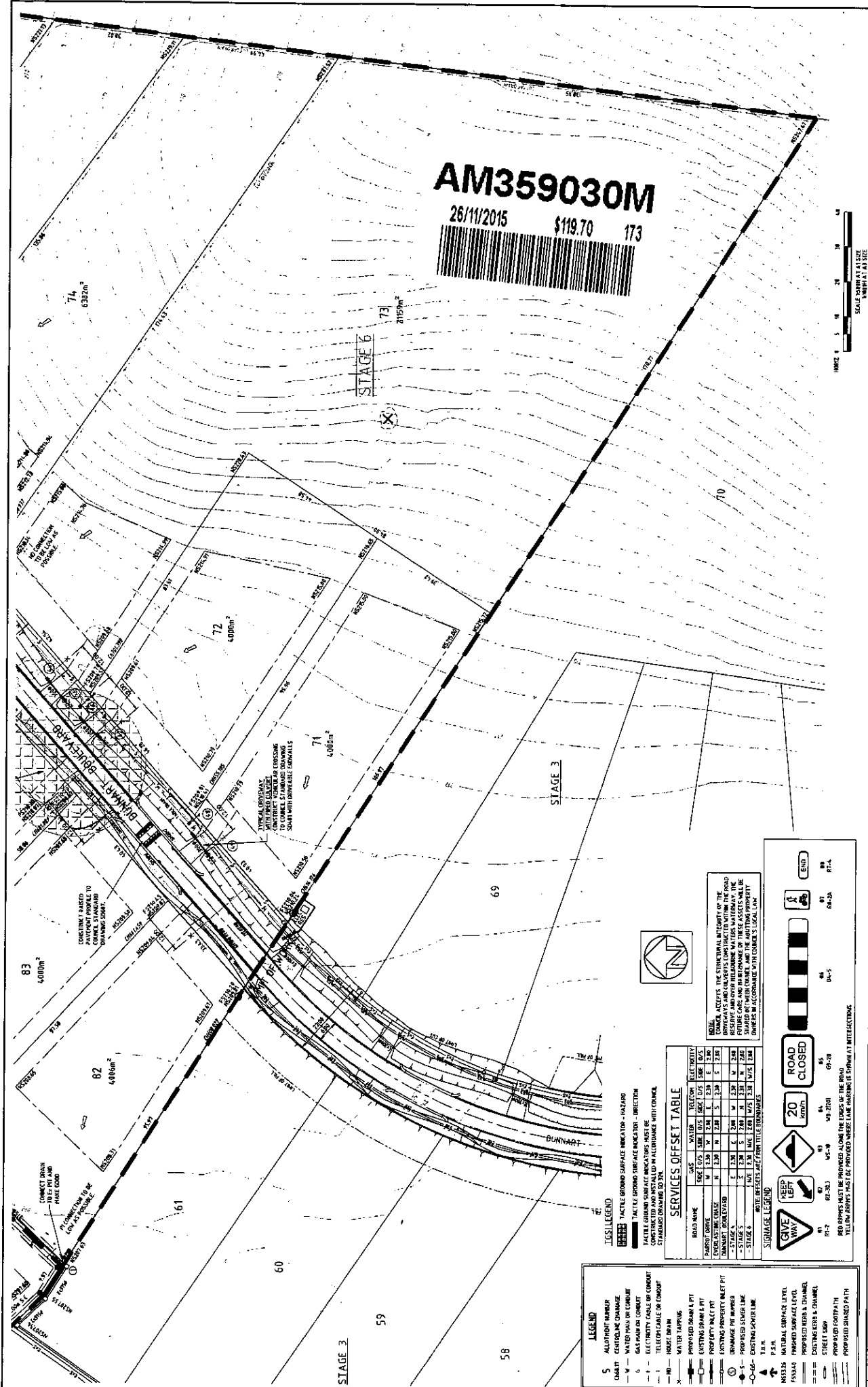
A copy of the counterpart agreement together with Schedule 1 is available for inspection at the offices of the Responsible Authority and Melbourne Water Corporation during normal hours upon giving the Responsible Authority, or Melbourne Water (as the case may be) reasonable notice.

AM359030M

26/11/2015 \$119.70 173



R:\PROJECTS\ROADS\WHITTLESEA - Ridge Road\DESIGN\CIVIL\ROAD AND DRAINAGE\359030-04-CZ-COM-045_20170714_9.23.13.dwg



AM359030M
 26/11/2015 \$119.70 173

SCALE: AS SHOWN AT SIZE
 NAME: 1 5 10 20 30 40

LEGEND

- 5 ALLOTMENT MARKER
- 6 CENTRALINE CHANGE
- 7 WATER MAIN OR CONDUIT
- 8 GAS MAIN OR CONDUIT
- 9 ELECTRICITY CABLE OR CONDUIT
- 10 TELEPHONE CABLE OR CONDUIT
- 11 HOIST DRAIN
- 12 WATER TAPPING
- 13 PROPOSED DRAIN & PIT
- 14 EXISTING DRAIN & PIT
- 15 PROPERTY INLET PIT
- 16 EXISTING PROPERTY INLET PIT
- 17 URNDRAGE PIT IMPPER
- 18 PROPOSED SEWER LINE
- 19 45° EXISTING SERVICE LINE
- 20 T.R.H.
- 21 NATURAL SURFACE LEVEL
- 22 FINISHED SURFACE LEVEL
- 23 PROPOSED KERB & CHANNEL
- 24 EXISTING KERB & CHANNEL
- 25 PROPOSED DRIVEWAY
- 26 PROPOSED SHARED PATH

SERVICES OFFSET TABLE

ROAD NAME	GAS	WATER	TELECOM	ELECTRICITY
ESSE 10/5	1.5M	1.5M	1.5M	1.5M
ESSE 10/6	1.5M	1.5M	1.5M	1.5M
ESSE 10/7	1.5M	1.5M	1.5M	1.5M
ESSE 10/8	1.5M	1.5M	1.5M	1.5M
ESSE 10/9	1.5M	1.5M	1.5M	1.5M
ESSE 10/10	1.5M	1.5M	1.5M	1.5M
ESSE 10/11	1.5M	1.5M	1.5M	1.5M
ESSE 10/12	1.5M	1.5M	1.5M	1.5M
ESSE 10/13	1.5M	1.5M	1.5M	1.5M
ESSE 10/14	1.5M	1.5M	1.5M	1.5M
ESSE 10/15	1.5M	1.5M	1.5M	1.5M
ESSE 10/16	1.5M	1.5M	1.5M	1.5M
ESSE 10/17	1.5M	1.5M	1.5M	1.5M
ESSE 10/18	1.5M	1.5M	1.5M	1.5M
ESSE 10/19	1.5M	1.5M	1.5M	1.5M
ESSE 10/20	1.5M	1.5M	1.5M	1.5M
ESSE 10/21	1.5M	1.5M	1.5M	1.5M
ESSE 10/22	1.5M	1.5M	1.5M	1.5M
ESSE 10/23	1.5M	1.5M	1.5M	1.5M
ESSE 10/24	1.5M	1.5M	1.5M	1.5M
ESSE 10/25	1.5M	1.5M	1.5M	1.5M
ESSE 10/26	1.5M	1.5M	1.5M	1.5M
ESSE 10/27	1.5M	1.5M	1.5M	1.5M
ESSE 10/28	1.5M	1.5M	1.5M	1.5M
ESSE 10/29	1.5M	1.5M	1.5M	1.5M
ESSE 10/30	1.5M	1.5M	1.5M	1.5M
ESSE 10/31	1.5M	1.5M	1.5M	1.5M
ESSE 10/32	1.5M	1.5M	1.5M	1.5M
ESSE 10/33	1.5M	1.5M	1.5M	1.5M
ESSE 10/34	1.5M	1.5M	1.5M	1.5M
ESSE 10/35	1.5M	1.5M	1.5M	1.5M
ESSE 10/36	1.5M	1.5M	1.5M	1.5M
ESSE 10/37	1.5M	1.5M	1.5M	1.5M
ESSE 10/38	1.5M	1.5M	1.5M	1.5M
ESSE 10/39	1.5M	1.5M	1.5M	1.5M
ESSE 10/40	1.5M	1.5M	1.5M	1.5M
ESSE 10/41	1.5M	1.5M	1.5M	1.5M
ESSE 10/42	1.5M	1.5M	1.5M	1.5M
ESSE 10/43	1.5M	1.5M	1.5M	1.5M
ESSE 10/44	1.5M	1.5M	1.5M	1.5M
ESSE 10/45	1.5M	1.5M	1.5M	1.5M
ESSE 10/46	1.5M	1.5M	1.5M	1.5M
ESSE 10/47	1.5M	1.5M	1.5M	1.5M
ESSE 10/48	1.5M	1.5M	1.5M	1.5M
ESSE 10/49	1.5M	1.5M	1.5M	1.5M
ESSE 10/50	1.5M	1.5M	1.5M	1.5M
ESSE 10/51	1.5M	1.5M	1.5M	1.5M
ESSE 10/52	1.5M	1.5M	1.5M	1.5M
ESSE 10/53	1.5M	1.5M	1.5M	1.5M
ESSE 10/54	1.5M	1.5M	1.5M	1.5M
ESSE 10/55	1.5M	1.5M	1.5M	1.5M
ESSE 10/56	1.5M	1.5M	1.5M	1.5M
ESSE 10/57	1.5M	1.5M	1.5M	1.5M
ESSE 10/58	1.5M	1.5M	1.5M	1.5M
ESSE 10/59	1.5M	1.5M	1.5M	1.5M
ESSE 10/60	1.5M	1.5M	1.5M	1.5M
ESSE 10/61	1.5M	1.5M	1.5M	1.5M
ESSE 10/62	1.5M	1.5M	1.5M	1.5M
ESSE 10/63	1.5M	1.5M	1.5M	1.5M
ESSE 10/64	1.5M	1.5M	1.5M	1.5M
ESSE 10/65	1.5M	1.5M	1.5M	1.5M
ESSE 10/66	1.5M	1.5M	1.5M	1.5M
ESSE 10/67	1.5M	1.5M	1.5M	1.5M
ESSE 10/68	1.5M	1.5M	1.5M	1.5M
ESSE 10/69	1.5M	1.5M	1.5M	1.5M
ESSE 10/70	1.5M	1.5M	1.5M	1.5M
ESSE 10/71	1.5M	1.5M	1.5M	1.5M
ESSE 10/72	1.5M	1.5M	1.5M	1.5M
ESSE 10/73	1.5M	1.5M	1.5M	1.5M
ESSE 10/74	1.5M	1.5M	1.5M	1.5M
ESSE 10/75	1.5M	1.5M	1.5M	1.5M
ESSE 10/76	1.5M	1.5M	1.5M	1.5M
ESSE 10/77	1.5M	1.5M	1.5M	1.5M
ESSE 10/78	1.5M	1.5M	1.5M	1.5M
ESSE 10/79	1.5M	1.5M	1.5M	1.5M
ESSE 10/80	1.5M	1.5M	1.5M	1.5M
ESSE 10/81	1.5M	1.5M	1.5M	1.5M
ESSE 10/82	1.5M	1.5M	1.5M	1.5M
ESSE 10/83	1.5M	1.5M	1.5M	1.5M
ESSE 10/84	1.5M	1.5M	1.5M	1.5M
ESSE 10/85	1.5M	1.5M	1.5M	1.5M
ESSE 10/86	1.5M	1.5M	1.5M	1.5M
ESSE 10/87	1.5M	1.5M	1.5M	1.5M
ESSE 10/88	1.5M	1.5M	1.5M	1.5M
ESSE 10/89	1.5M	1.5M	1.5M	1.5M
ESSE 10/90	1.5M	1.5M	1.5M	1.5M
ESSE 10/91	1.5M	1.5M	1.5M	1.5M
ESSE 10/92	1.5M	1.5M	1.5M	1.5M
ESSE 10/93	1.5M	1.5M	1.5M	1.5M
ESSE 10/94	1.5M	1.5M	1.5M	1.5M
ESSE 10/95	1.5M	1.5M	1.5M	1.5M
ESSE 10/96	1.5M	1.5M	1.5M	1.5M
ESSE 10/97	1.5M	1.5M	1.5M	1.5M
ESSE 10/98	1.5M	1.5M	1.5M	1.5M
ESSE 10/99	1.5M	1.5M	1.5M	1.5M
ESSE 10/100	1.5M	1.5M	1.5M	1.5M

CIVIL DRAWING
 RIDGE ROAD SUBDIVISION
 STAGES 4-6
 75 RIDGE ROAD, WHITTLESEA
 CITY OF WHITTLESEA

TGM
 TGM Group Melbourne
 7/50 Glenferrie Road
 PO Box 2066 3142
 T: 03 952 5333
 F: 03 952 5333
 www.tgm.com.au

DATE: 11/09/2014
 SCALE: 1:500
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 SHEET SIZE: 21.6 KB

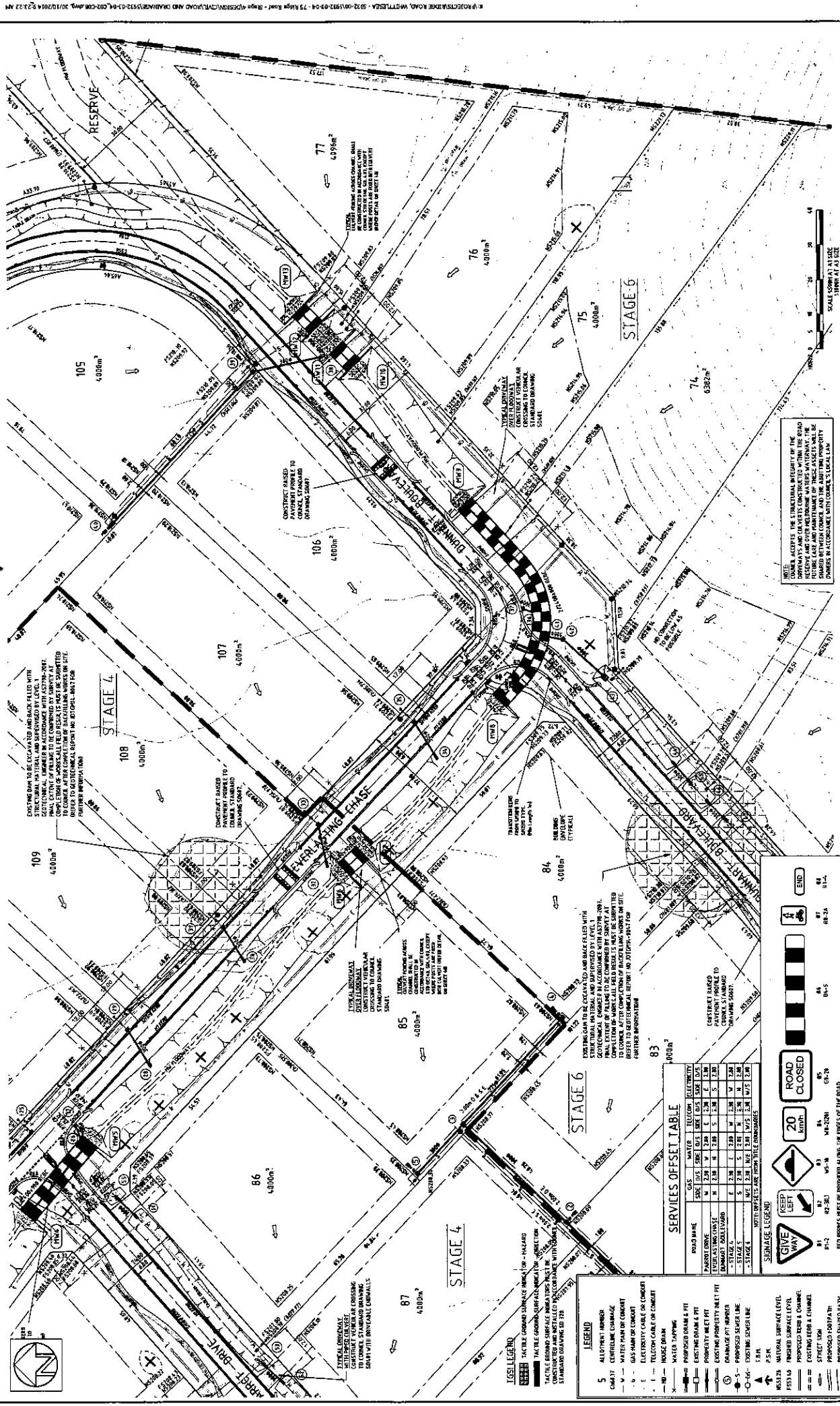
DESIGNED: A. J. [Signature]
 DRAWN: B. J. [Signature]
 CHECKED: C. J. [Signature]
 APPROVED: D. J. [Signature]

FOR APPROVAL: A. J. [Signature]
 FOR APPROVAL: B. J. [Signature]

APP'D: [Signature] DATE: [Date]

REV: DATE: [Date] BY: [Name] REASON: [Text]

LOG DRAWING NUMBER: 5532-05-04/02
 SHEET NUMBER: 2 of 41
 REV: 1 A 2



CIVIL DRAWING
 SUBDIVISION
 ITTLESEA
 A

AM359030M
 26/11/2015 \$119.70 1/3

TGM
 TGM Group Melbourne
 788 Dandenong Road
 PO Box 146 3022
 T 03 8882 9332
 F 03 8882 9333
 WWW.TGM.COM.AU

DESIGNED	11/02/2015	SCALE	AS SHOWN
DRAWN	11/02/2015	SHEET SIZE	A1
TRACKED	11/02/2015	PLANT	24.6 KB

APPROVED	11/02/2015	DATE	11/02/2015
ISSUE	11/02/2015	DATE	11/02/2015

APP'D	DATE	ISSUE	DATE

RED BRICKS MUST BE PROVIDED ALONG THE SIDES OF THE ROAD.
 YELLOW RPPMS MUST BE PROVIDED WHERE LANE MARKING'S SIGNOR AT INTERSECTIONS.

A.	25/04/15	CONSOLE COMMENTS	
REV	DATE	REVISION	

NOTES:
 OWNER ACCEPTS THE STRUCTURAL INTEGRITY OF THE
 DRAINWAYS AND GULLIES CONSTRUCTED WITHIN THE ROAD
 PAVEMENT PROFILE TO CORREL STANDARD DRAWING SHEET.
 FUTURE LANE AND MAINTENANCE OF THESE ASSETS WILL BE
 SHARED BETWEEN OWNER AND THE ADJACENT PROPERTY
 OWNER IN ACCORDANCE WITH TGM'S STANDARD PLAN.

SERVICES OFFSET TABLE

ROAD NAME	TYPE	WIDTH	DEPTH	OFFSET	DEPTH	OFFSET	DEPTH	OFFSET	DEPTH
PARADE DRIVE	W	2.20	0.75	0.75	0.75	0.75	0.75	0.75	0.75
EXISTING SIDEWALK	W	2.20	0.75	0.75	0.75	0.75	0.75	0.75	0.75
PROPOSED SIDEWALK	W	2.20	0.75	0.75	0.75	0.75	0.75	0.75	0.75
STAGE 4	S	2.20	0.75	0.75	0.75	0.75	0.75	0.75	0.75
STAGE 6	S	2.20	0.75	0.75	0.75	0.75	0.75	0.75	0.75
STAGE 7	S	2.20	0.75	0.75	0.75	0.75	0.75	0.75	0.75
STAGE 8	S	2.20	0.75	0.75	0.75	0.75	0.75	0.75	0.75

NOTE: OFFSETS ARE FROM TYPICAL DIMENSIONS.

LEGEND

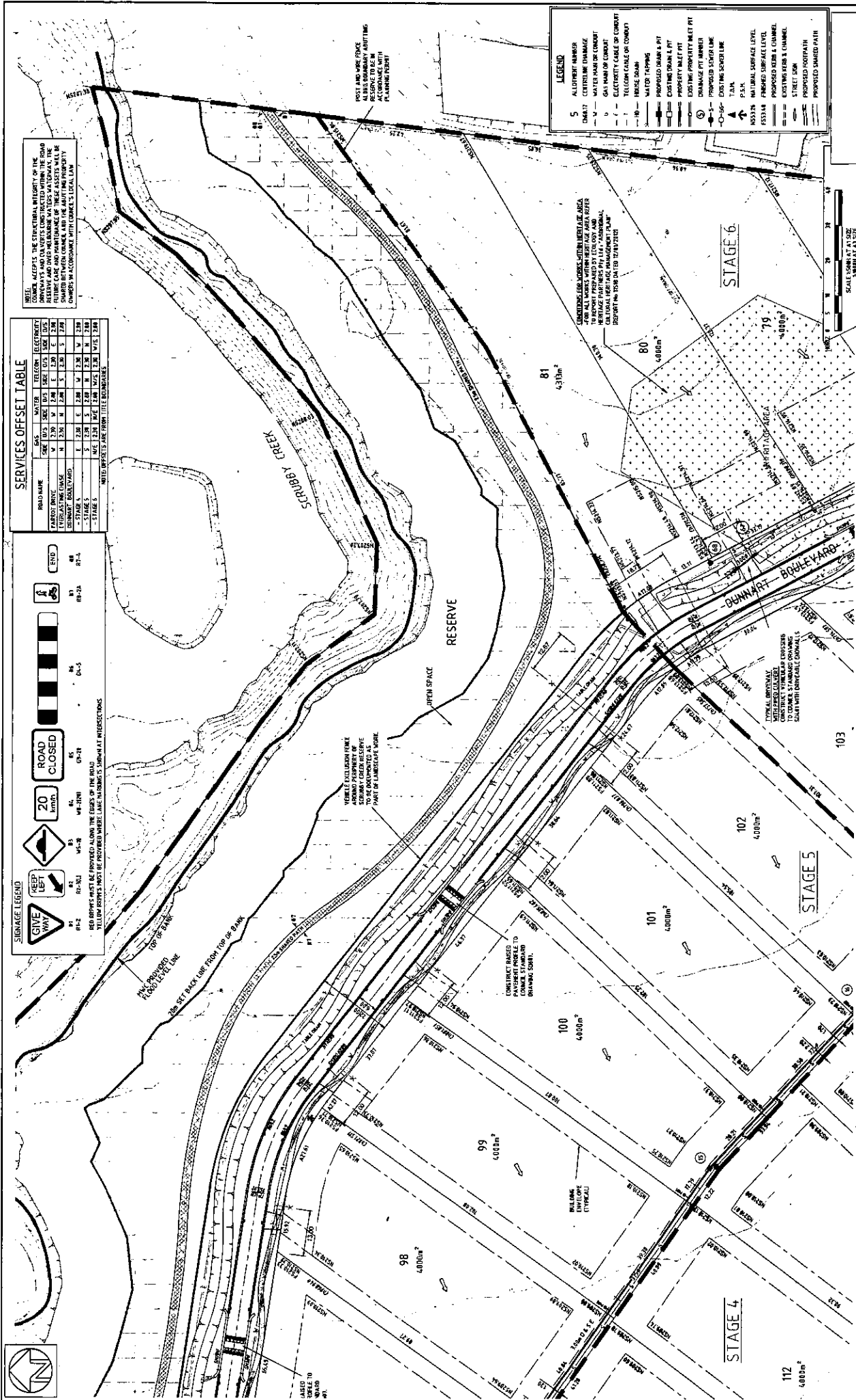
- 5 ALLOTMENT NUMBER
- CHART CENTERLINE CHANGE
- W WATER MAIN OR CONDUIT
- G GAS MAIN OR CONDUIT
- E ELECTRICITY CABLE OR CONDUIT
- T TELECOM CABLE OR CONDUIT
- W WATER TAPPING
- PROPOSED DRAIN & PIT
- EXISTING DRAIN & PIT
- PROPERTY MET POST
- EXISTING PROPERTY MET POST
- DRAINAGE PIT NUMBER
- PROPOSED SEWER LINE
- EXISTING SEWER LINE
- T.B.M.
- P.S.M.
- PROPOSED SURFACE LEVEL
- FINISHED SURFACE LEVEL
- EXISTING KERB & CHANNEL
- PROPOSED KERB & CHANNEL
- STREET LIGHT
- PROPOSED STREET LIGHT
- PROPOSED SHARED PATH

TRAFFIC SIGNAGE

- KEEP LEFT
- ROAD CLOSED
- 20 km/h
- ROAD CLOSED
- 20 km/h



K:\PROJECTS\BIDGE ROAD, WHITTLESEA - STAGE 4\DESIGN\ROAD AND DRAINAGE\3532-03-04-02-CORR-06.dwg, 30/10/24 13:28:28 AM



NOTE: ACCEPTS THE STRUCTURAL INTEGRITY OF THE ROADWAYS AND SERVICES CONSTRUCTED WITHIN THE ROAD RESERVE AND OVER-SPILLAGE VARIATIONS THEREIN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF SERVICES UNDERGROUND AND ABOVE GROUND AND THE OWNERS IN ACCORDANCE WITH CORNER'S LEGAL OBLIGATION.

SERVICES OFFSET TABLE

ROAD NAME	WATER	SEWER	ELECTRICITY
STAGE 4	1.50	1.50	1.50
STAGE 5	1.50	1.50	1.50
STAGE 6	1.50	1.50	1.50

NOTES: OFFSETS ARE FROM TITLE BOUNDARIES.

SIGNAGE LEGEND

- Give Way
- Left Turn
- Right Turn
- 20 km/h
- Road Closed
- End
- Prohibited Signs

RED LETTERS MUST BE PROVIDED ALONG THE EDGES OF THE ROAD
YELLOW LETTERS MUST BE PROVIDED WHERE LANE CHANGES OCCUR AT INTERSECTIONS

LEGEND

- 5 ALLOTMENT NUMBER
- CLASH AT
- CREATING CHANGE
- WATER MAIN OR CONDUIT
- GAS MAIN OR CONDUIT
- ELECTRICITY CABLE OR CONDUIT
- TELECOM CABLE OR CONDUIT
- IRRISE DRAIN
- WATER TAPPING
- PROPOSED DRAIN & PIT
- EXISTING DRAIN & PIT
- PROPERTY INLET PIT
- EXISTING PROPERTY INLET PIT
- DRAINAGE PIT NUMBER
- PROPOSED SEWER LINE
- EXISTING SEWER LINE
- PROPOSED SURFACE LINE
- T.A.M.
- P.A.K.
- NATURAL SURFACE LEVEL
- FINISHED SURFACE LEVEL
- PROPOSED KERB & CHANNEL
- EXISTING KERB & CHANNEL
- STREET SIGN
- PROPOSED FOOTPATH
- PROPOSED SHARED PATH

CIVIL DRAWING

PROJECT: CLEVELAND LODGE No6 Pty Ltd

STAGE TITLE: RIDGE ROAD SUBDIVISION STAGES 4-6

SHEET 5 OF 7

75 RIDGE ROAD, WHITTLESEA
CITY OF WHITTLESEA

DATE: 11/09/2016

SCALE: 1:500

SHEET SIZE: A1

RELAY: 2.6 KB

TGM

TGM Group, Melbourne
788 Cheong Road
PO Box 2504
Melbourne VIC 3002
F: 03 9419 4930
www.tgm.com.au

AM359030M

26/11/2015 \$19.70 173

Schedule 2 – Waterway plan

Plan showing the Waterway referred to in clause 1.1(29) and 3.1

The plan which is Schedule 2 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 Agreement which are held by:

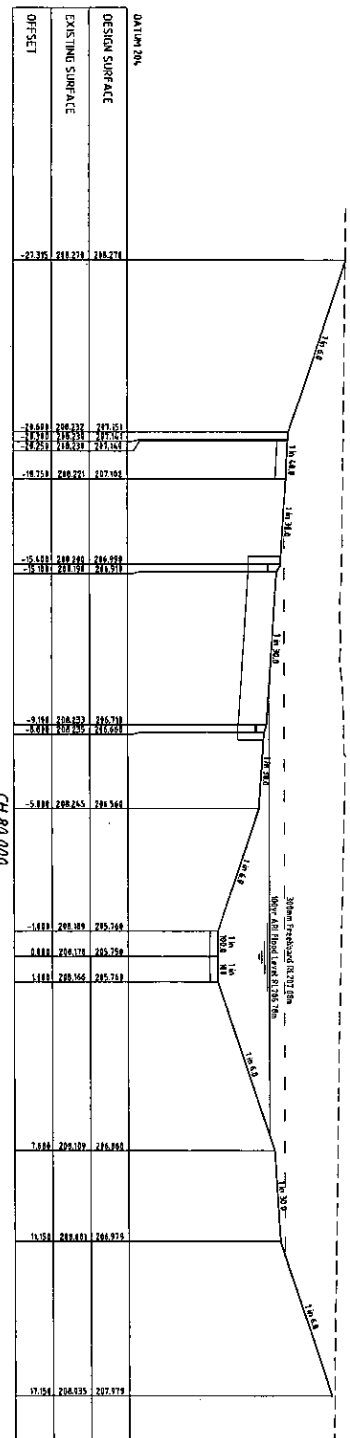
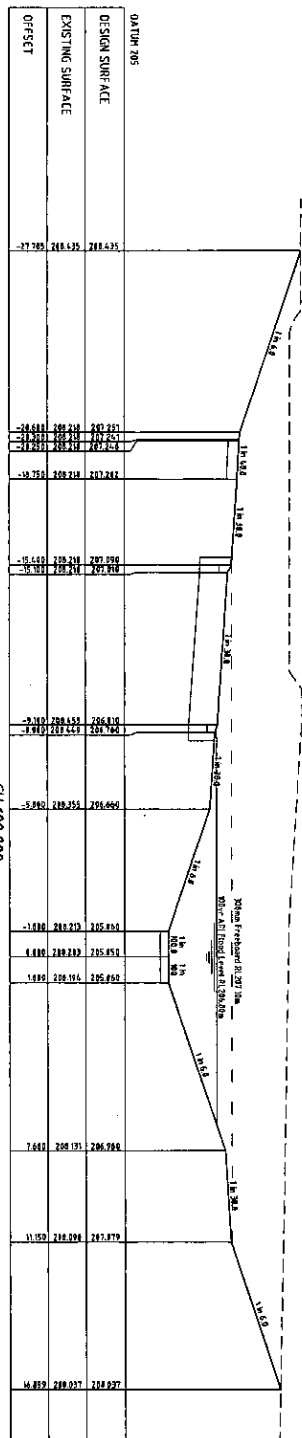
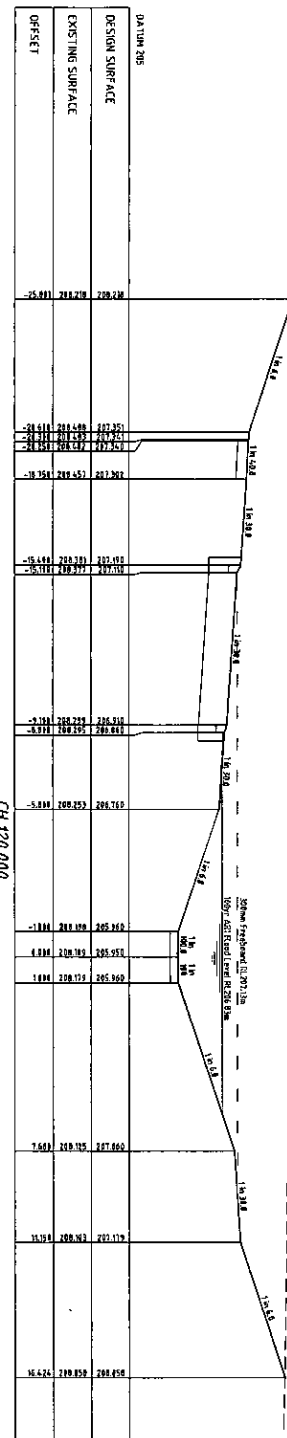
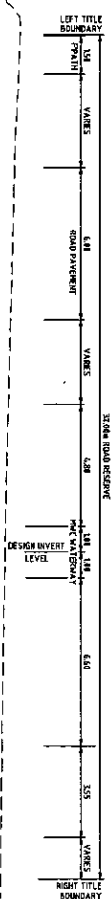
- The Responsible Authority;
- Melbourne Water Corporation; and
- The Owner of the Land as at the date the Agreement was executed.

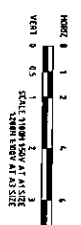
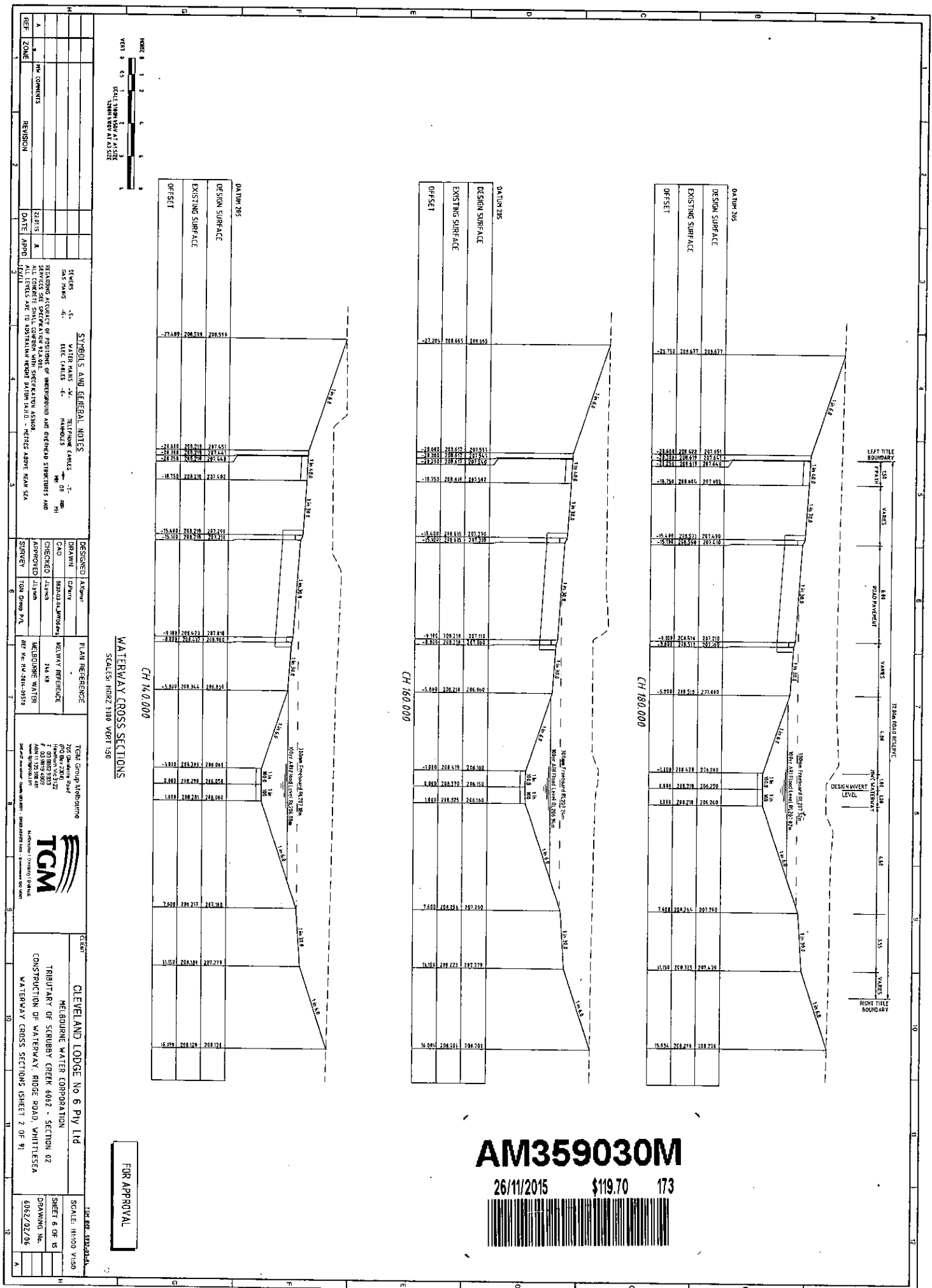
A copy of the counterpart agreement together with Schedule 2 is available for inspection at the offices of the Responsible Authority and Melbourne Water Corporation during normal hours upon giving the Responsible Authority , or Melbourne Water (as the case may be) reasonable notice.

AM359030M

26/11/2015 \$119.70 173







WATERWAY CROSS SECTIONS
 SCALES: HORIZ 1:100 VERT 1:50

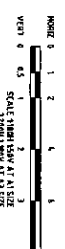
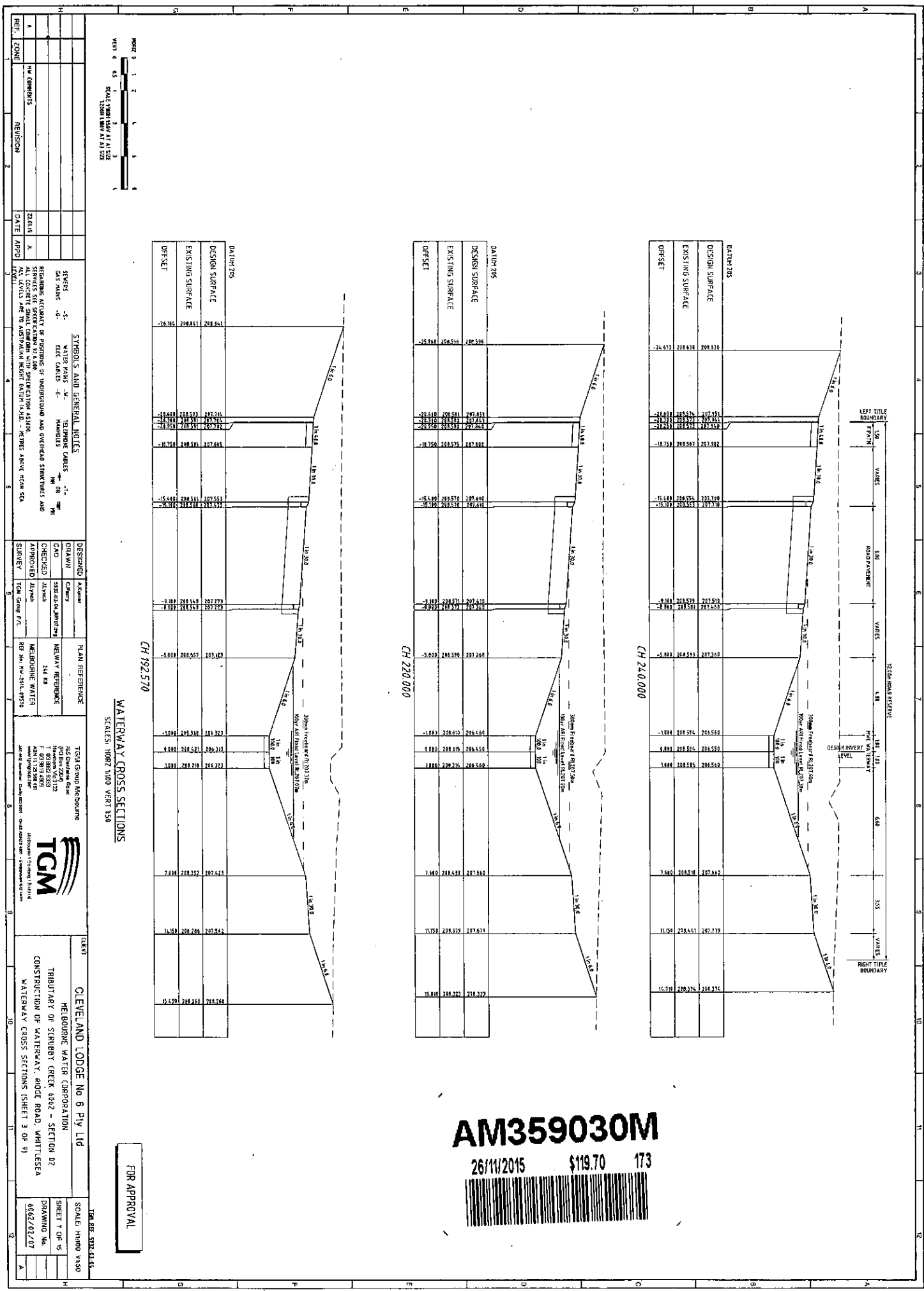
FUR APPROVAL

REF. ZONE	1	2	3	4	5	6	7	8	9	10	11	12
DATE	APPRO											
REVISION												
SYMBOLS AND GENERAL NOTES	DESIGNER: TCM GROUP LTD DRAWN: [Name] CHECKED: [Name] APPROVED: [Name] SURVEY: [Name]											
DESIGNED	TCM GROUP LTD 200 QUEEN ST HAMILTON, ONTARIO L8N 1Y1											
PLAN REFERENCE	TRIBUTARY OF SCRUBBY CREEK 6062 - SECTION 02 CONSTRUCTION OF WATERWAY, BRIDGE ROAD, WHITLESFA WATERWAY CROSS SECTIONS (SHEET 2 OF 9)											
CLIENT	CLEVELAND LODGE No 6 Pty Ltd MELBOURNE WATER CORPORATION											
TITLE	SHEET 6 OF 15 DRAWING NO. 6062/02/06											

AM359030M

26/11/2015 \$119.70 173





WATERWAY CROSS SECTIONS
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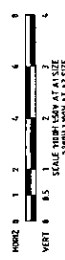
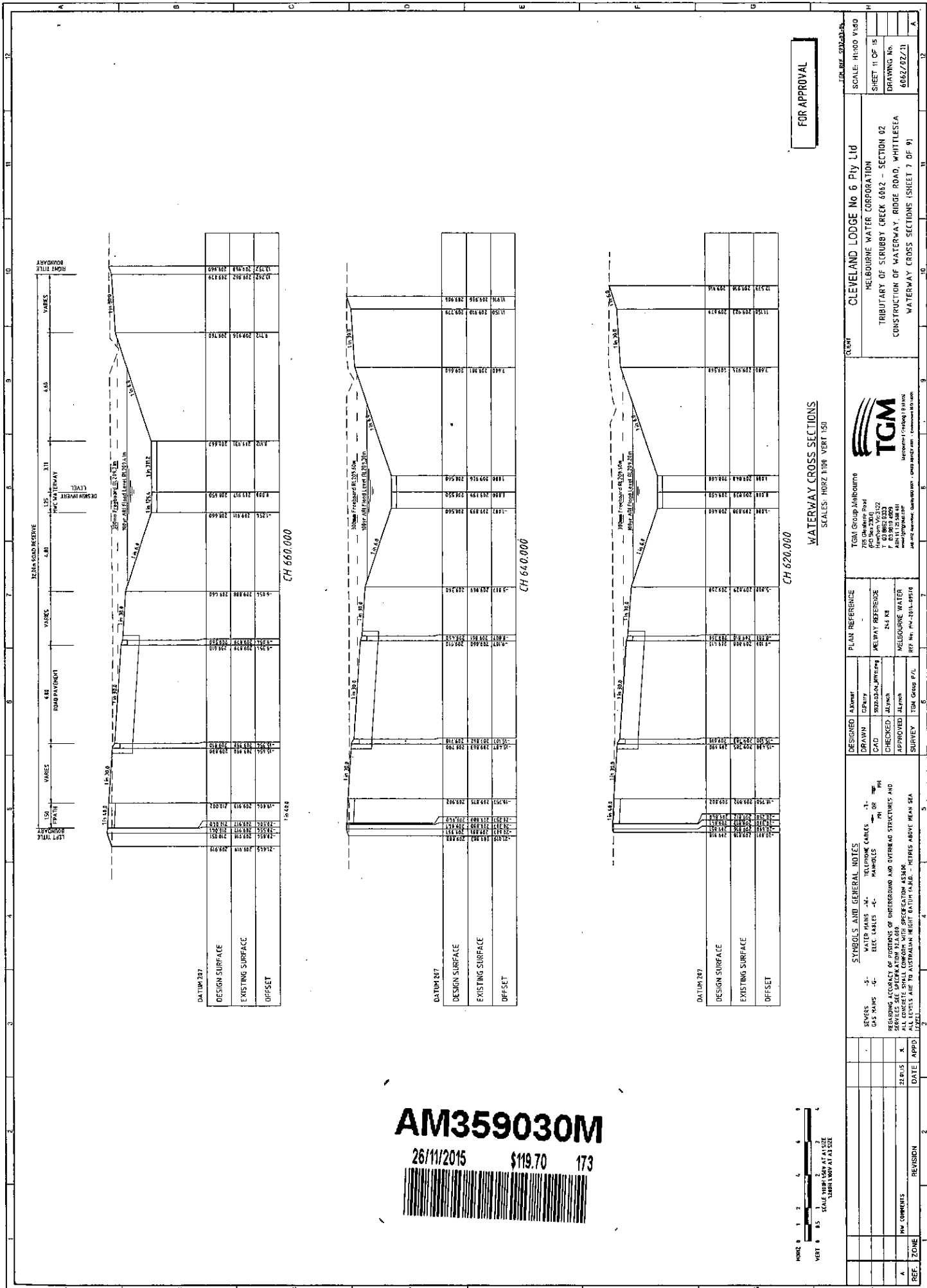
FOR APPROVAL

AM359030M

26/11/2015 \$119.70 173



<p>SYMBOLS AND GENERAL NOTES</p> <p>SEWER -S- GAS MAINS -G- ELECT CABLES -E- MATERIALS -M- TELEPHONE CABLES -T- OR M HANDLES -H- REINFORCING AGENT IN ASPHALT AND OVERHEAD STRUCTURES AND SERVICES SEE SPECIFICATION 71.048 ALL CONCRETE SHALL CONFORM WITH SPECIFICATION 43.044 ALL CEMENTS ARE TO AUSTRALIAN STANDARDS - REFER ABOVE FROM 50A</p>	<p>DESIGNED: A. Kavan DRAWN: C. Kelly CHECKED: A. Kavan APPROVED: A. Kavan SURVEY: TOM Group Pty</p>	<p>PLAN REFERENCE NEWLY REFERENCED 244 M MEASURED WATER BY M. J. S. 11/11/09</p>	<p>TGM GROUP Melbourne 755 Glenferrie Road Thornbury VIC 3122 T 03 9882 2333 F 03 9882 2333 A 03 9882 2333 www.tgm.com.au</p> <p>TGM Infrastructure Technology Limited Melbourne 7200000111111111</p>	<p>CLIENT CLEVELAND LODGE No 6 Pty Ltd MELBOURNE WATER CORPORATION TRIBUTARY OF SCARBURY CREEK 6062 - SECTION 02 CONSTRUCTION OF WATERWAY, RIDGE ROAD, WHITLESSEA WATERWAY CROSS SECTIONS (SHEET 3 OF 9)</p>	<p>SCALE: 1:1000 VERT 1:50 SHEET 7 OF 15 DRAWING No. 6062/02/07</p>
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AM359030M

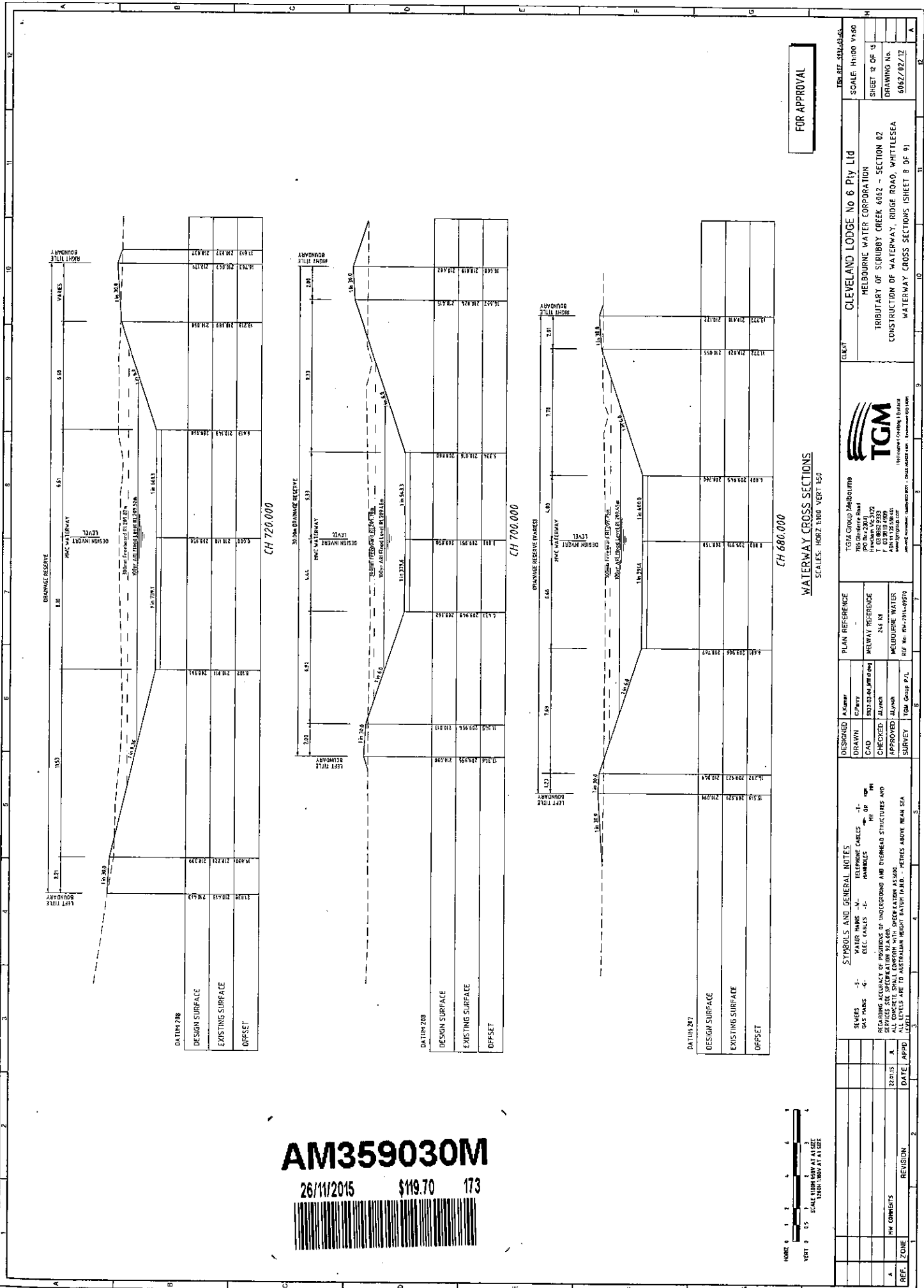
26/11/2015 \$119.70 173



FOR APPROVAL

WATERWAY CROSS SECTIONS
 SCALES: HORIZ 1:100 VERT 1:50

REF. ZONE A	DATE 21/11/15	REVISION 1	SYMBOLS AND GENERAL NOTES 1- CHAINS 2- CHAINS 3- CHAINS 4- CHAINS 5- CHAINS 6- CHAINS 7- CHAINS 8- CHAINS 9- CHAINS 10- CHAINS 11- CHAINS 12- CHAINS 13- CHAINS 14- CHAINS 15- CHAINS 16- CHAINS 17- CHAINS 18- CHAINS 19- CHAINS 20- CHAINS 21- CHAINS 22- CHAINS 23- CHAINS 24- CHAINS 25- CHAINS 26- CHAINS 27- CHAINS 28- CHAINS 29- CHAINS 30- CHAINS 31- CHAINS 32- CHAINS 33- CHAINS 34- CHAINS 35- CHAINS 36- CHAINS 37- CHAINS 38- CHAINS 39- CHAINS 40- CHAINS 41- CHAINS 42- CHAINS 43- CHAINS 44- CHAINS 45- CHAINS 46- CHAINS 47- CHAINS 48- CHAINS 49- CHAINS 50- CHAINS 51- CHAINS 52- CHAINS 53- CHAINS 54- CHAINS 55- CHAINS 56- CHAINS 57- CHAINS 58- CHAINS 59- CHAINS 60- CHAINS 61- CHAINS 62- CHAINS 63- CHAINS 64- CHAINS 65- CHAINS 66- CHAINS 67- CHAINS 68- CHAINS 69- CHAINS 70- CHAINS 71- CHAINS 72- CHAINS 73- CHAINS 74- CHAINS 75- CHAINS 76- CHAINS 77- CHAINS 78- CHAINS 79- CHAINS 80- CHAINS 81- CHAINS 82- CHAINS 83- CHAINS 84- CHAINS 85- CHAINS 86- CHAINS 87- CHAINS 88- CHAINS 89- CHAINS 90- CHAINS 91- CHAINS 92- CHAINS 93- CHAINS 94- CHAINS 95- CHAINS 96- CHAINS 97- CHAINS 98- CHAINS 99- CHAINS 100- CHAINS		DESIGNER TGM GROUP		PLAN REFERENCE MELBOURNE WATER CORPORATION TRIBUTARY OF SCRUBBY CREEK 6062 - SECTION 02 CONSTRUCTION OF WATERWAY, RIDGE ROAD, WHITILESEA WATERWAY CROSS SECTIONS (SHEET 7 OF 9)		CLIENT MELBOURNE WATER CORPORATION TRIBUTARY OF SCRUBBY CREEK 6062 - SECTION 02 CONSTRUCTION OF WATERWAY, RIDGE ROAD, WHITILESEA WATERWAY CROSS SECTIONS (SHEET 7 OF 9)		SCALE: HORIZ 1:100 VERT 1:50		SHEET 11 OF 18 DRAWING No. 6062/02/11	
			TGM GROUP 725 CHAMBERS ROAD MELBOURNE VIC 3000 P 03 9493 5232 F 03 9493 5233 www.tgmgroup.com.au		TGM GROUP 725 CHAMBERS ROAD MELBOURNE VIC 3000 P 03 9493 5232 F 03 9493 5233 www.tgmgroup.com.au		TGM GROUP 725 CHAMBERS ROAD MELBOURNE VIC 3000 P 03 9493 5232 F 03 9493 5233 www.tgmgroup.com.au		TGM GROUP 725 CHAMBERS ROAD MELBOURNE VIC 3000 P 03 9493 5232 F 03 9493 5233 www.tgmgroup.com.au		TGM GROUP 725 CHAMBERS ROAD MELBOURNE VIC 3000 P 03 9493 5232 F 03 9493 5233 www.tgmgroup.com.au		TGM GROUP 725 CHAMBERS ROAD MELBOURNE VIC 3000 P 03 9493 5232 F 03 9493 5233 www.tgmgroup.com.au	



AM359030M

26/11/2015 \$119.70 173



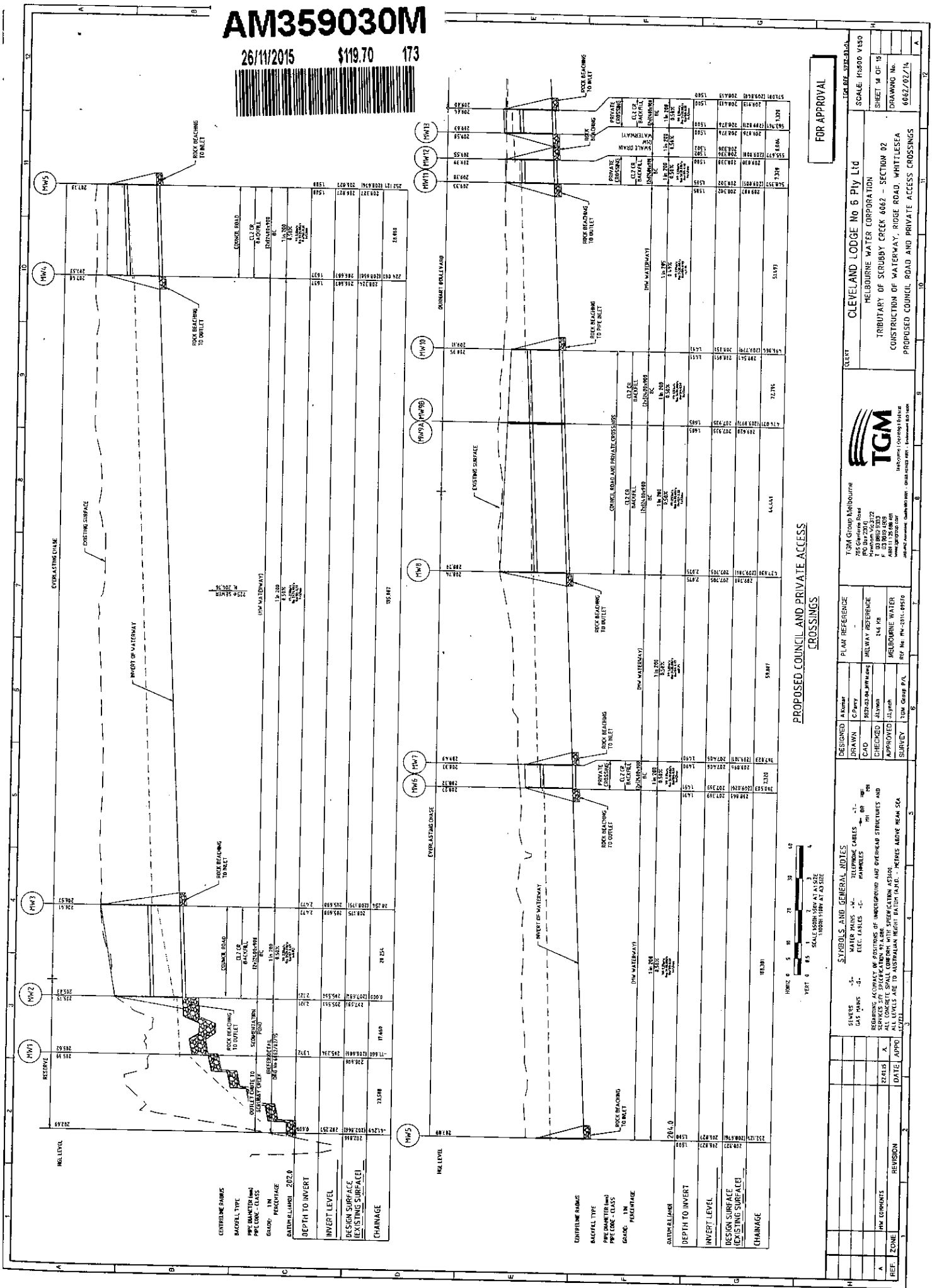
SCALE 1:100 AT ALL SIZES
SCALE 1:100 AT ALL SIZES

FOR APPROVAL

REF. ZONE	DATE, APPD	REV. NO.	REVISION	DATE	APPD	BY	CHKD	DESIGNED	DRAWN	CHECKED	APPROVED	SURVEY	TGM GROUP P/L	REF. NO. 791-9979	244 RD	MELBOURNE WATER	MELBWAY REFERENCE	PLAN REFERENCE	TGM GROUP MELBOURNE PO BOX 2801 MELBOURNE VIC 3022 PH 03 9313 8900 F 03 9313 8900 WWW.TGMGROUP.COM.AU		CLIENT CLEVELAND LODGE No 6 Pty Ltd MELBOURNE WATER CORPORATION TRIBUTARY OF SLEBBY CREEK 6652 - SECTION 02 CONSTRUCTION OF WATERWAY, RIDGE ROAD, WHITTLESEA WATERWAY CROSS SECTIONS (SHEET 8 OF 9)	SCALE: HORIZ 1:100 VERT 1:50	TABLE SIZE: 300x450
																						SHEET 12 OF 15	DRAWING NO. 5082/02/12

AM359030M

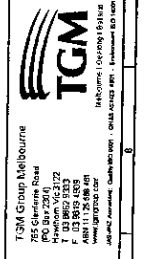
26/11/2015 \$119.70 173



FOR APPROVAL

SCALE: H:500 V:500
SHEET 'M' OF '15'
DRAWING No.
6062/02/14

CLEVELAND LODGE No 6 Ply Ltd
 MELBOURNE WATER CORPORATION
 TRIBUTARY OF SCRUBBY CREEK 4062 - SECTION 02
 CONSTRUCTION OF WATERWAY, RIDGE ROAD, WHITTLESEA
 PROPOSED COUNCIL ROAD AND PRIVATE ACCESS CROSSINGS



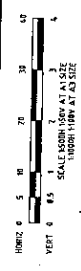
PROPOSED COUNCIL AND PRIVATE ACCESS CROSSINGS

DESIGNED	A Komer	PLANNING REFERENCE
DRAWN	C PERRY	MELB WATERS
CHECKED	MELB WATERS	MELB WATERS
APPROVED	MELB WATERS	MELB WATERS
SURVEY	TGM GROUP P/L	REF No: M-2011-09510

SYMBOLS AND GENERAL NOTES

SEWERS: -S- WATER MAINS: -W- TELEPHONE CABLES: -T-
 GAS MAINS: -G- ELEC. CABLES: -E- FIBRE OPTIC CABLES: -F-
 REMAINING: -R-
 REMOVED: -X-
 ALL LEVELS ARE TO AUSTRALIAN HEIGHT DATUM (AHD) UNLESS OTHERWISE SPECIFIED.

REF. ZONE	REVISION	DATE	BY
A			



Schedule 3– Proposed Plans of Subdivision

Plan showing the Plan referred to in clause 1.1(23).

The plan which is Schedule 3 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 Agreement which are held by:

- The Responsible Authority;
- Melbourne Water Corporation; and
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Schedule 3 is available for inspection at the offices of the Responsible Authority and Melbourne Water Corporation during normal hours upon giving the Responsible Authority, or Melbourne Water (as the case may be) reasonable notice.



AM359030M

26/11/2015 \$119.70 173



Signed by Council: Whittlesea City Council, Council Ref: 608603, Original Certification: 28/05/2015

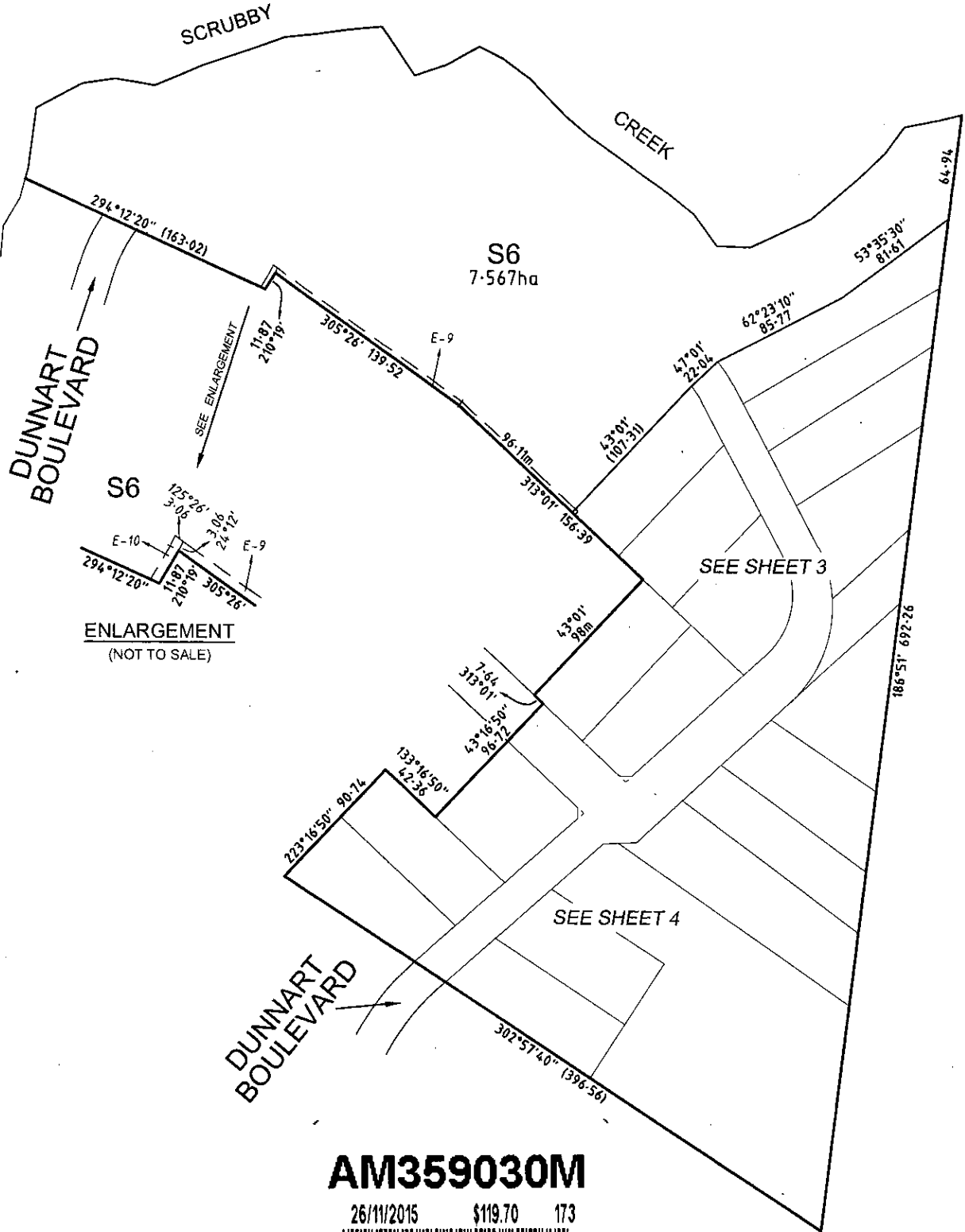
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PLAN OF SUBDIVISION		LV USE ONLY	PS 705509 F / S6	
LOCATION OF LAND PARISH : TOOROURRONG TOWNSHIP : ---- SECTION : ---- CROWN ALLOTMENT : 5 & 12 (PARTS) CROWN PORTION : ---- TITLE REFERENCE : VOL. FOL. LAST PLAN REFERENCE : PS 705509 F (LOT S5) POSTAL ADDRESS : 73 & 75 RIDGE ROAD (At time of subdivision) WHITTLESEA, 3757 MGA94 Co-ordinates (of approx centre of land in plan) E 336 442 ZONE: 55 N 5847 442 GDA 94		COUNCIL NAME: WHITTLESEA CITY COUNCIL		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON	DEPTH LIMITATION DOES NOT APPLY		
ROADS R5 RESERVE No.4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL	Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No. STAGING This is a staged subdivision. Planning Permit No. 712879		
NOTATIONS				
LOTS 1-70 & 85-102 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. THE DEFINED ENDS OF EASEMENTS ARE PERPENDICULAR TO THE ADJOINING BOUNDARY UNLESS OTHERWISE SHOWN.				
<h1 style="margin: 0;">AM359030M</h1> <p style="margin: 0;">26/11/2015 \$119.70 173</p> 				
75 Ridge Road RELEASE 6 19 LOTS & SUPERLOT S6				
EASEMENT INFORMATION				
LEGEND	A - Appurtenant Easement	E - Encumbering Easement	R-Encumbering Easement (Road)	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favor Of
E-5	DRAINAGE	2	PS 705509 F	WHITTLESEA CITY COUNCIL
E-9	DRAINAGE	3	THIS PLAN	WHITTLESEA CITY COUNCIL
E-9	SEWERAGE	3	THIS PLAN	YARRA VALLEY WATER
E-10	DRAINAGE	3	PS 705509 F	WHITTLESEA CITY COUNCIL
E-10	SEWERAGE	3	PS 705509 F	YARRA VALLEY WATER
E-11	DRAINAGE & FLOODWAY	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
ORIGINAL SHEET SIZE A3		DIGITALLY SIGNED BY LICENSED SURVEYOR:		Sheet 1 of 4 Sheets
TGM Group Melbourne 765 Glenferrie Road (PO Box 2304) Hawthorn Vic 3122 T 03 8862 9333 F 03 9819 4909 ABN 11 125 568 461 www.tgmgroup.com 		BRENT KEVIN O'GRADY REF 5932-106-1 18/03/2015 VERSION 3		
<small>JAS-ANZ Accredited: Quality ISO 9001 - OH&S AS/NZS 4801 - Environment ISO 14001</small>				

Signed by Council: Whittlesea City Council, Council Ref: 608603, Original Certification: 28/05/2015

PS 705509 F / S6

M.G.A.94
ZONE 55



ENLARGEMENT
(NOT TO SCALE)


AM359030M

26/11/2015 \$119.70 173



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Hawthorn Vic 3122
T 03 8862 9333
F 03 9819 4909
ABN 11 125 588 461
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SCALE
25 0 25 50 75 100 125
LENGTHS ARE IN METRES

DIGITALLY SIGNED BY LICENSED SURVEYOR:
BRENT KEVIN O'GRADY
REF 5932-106-2 18/03/2015 VERSION 3

ORIGINAL SCALE SHEET SIZE
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Sheet 2 of 4 Sheets

PS 705509 F / S6

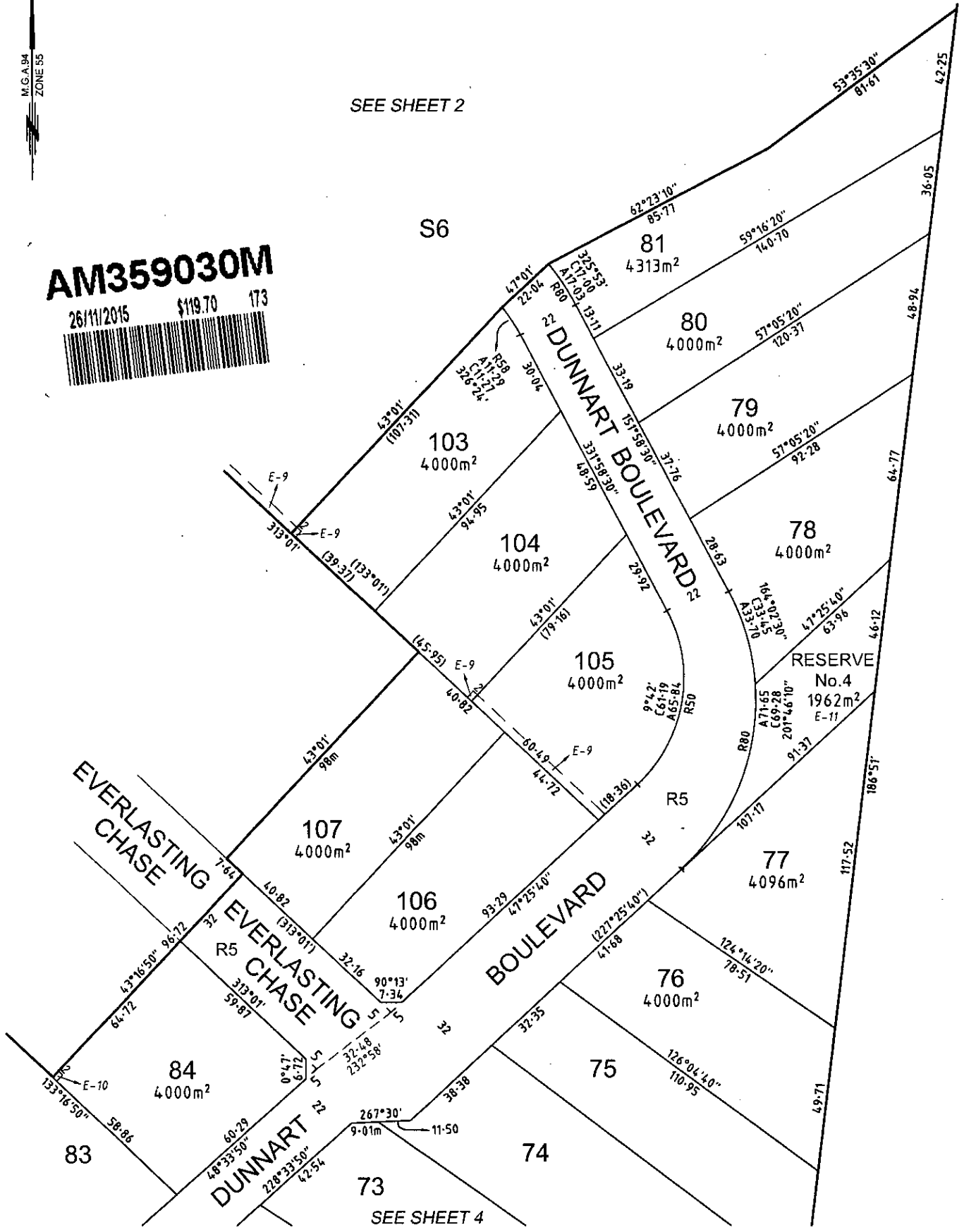
M.G.A.84
ZONE 55

SEE SHEET 2

AM359030M

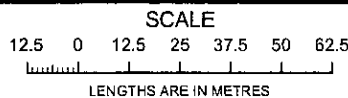


S6



SEE SHEET 4

TGM Group Melbourne
765 Glenferrie Road (PO Box 2304)
Hawthorn Vic 3122
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F 03 9819 4909
ABN 11 125 568 461
www.tgmgroup.com
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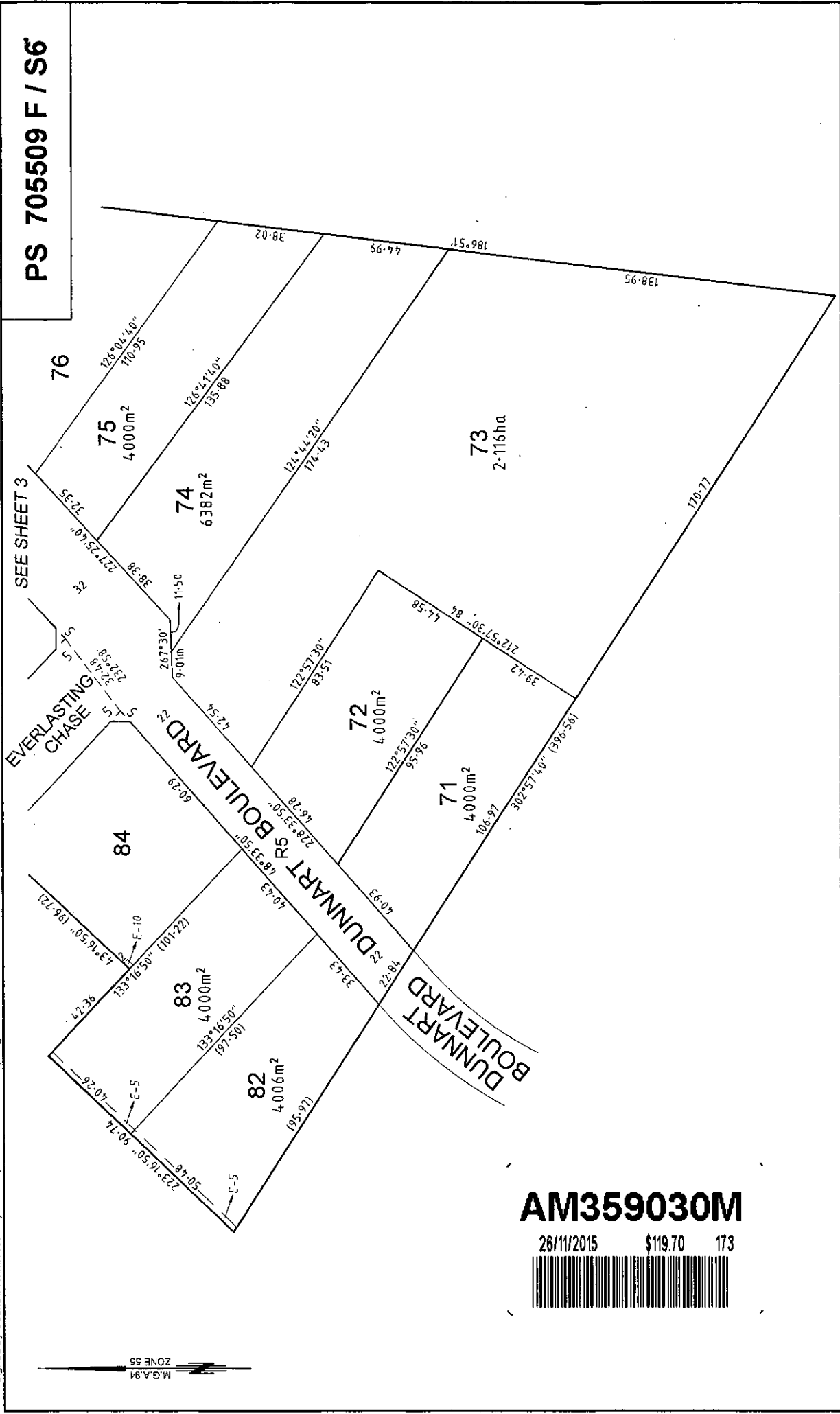
ORIGINAL SCALE SHEET SIZE
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Sheet 3 of 4 Sheets

DIGITALLY SIGNED BY LICENSED SURVEYOR:
BRENT KEVIN O'GRADY
REF 5932-106-3 18/03/2015 VERSION 3

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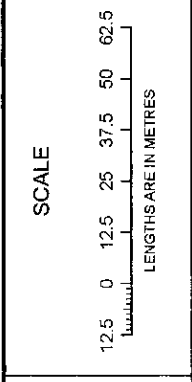


PS 705509 F / S6

Sheet 4 of 4 Sheets

DIGITALLY SIGNED BY LICENSED SURVEYOR:
 BRENT KEVIN O'GRADY
 REF 5932-106-4
 18/03/2015 VERSION 3

ORIGINAL SCALE SHEET SIZE
 1:1250 A3



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 Hawthorn Vic 3122
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 F 03 9819 4909
 ABN 11 125 568 461
 www.tgmgroup.com

AM359030M

26/11/2015 \$119.70 173



Signed by Council: Whittlesea City Council, Council Ref: 608603, Original Certification: 28/05/2015

Signed by: Brent Kevin O'Grady (TGM Group Pty Ltd - Hawthorn) Surveyor's Plan Version (3) SPEAR Ref: S050266T 02/04/2015

PLAN OF SUBDIVISION		LV USE ONLY	PS 705509 F / S4						
LOCATION OF LAND PARISH : TOOROURRONG TOWNSHIP : ---- SECTION : ---- CROWN ALLOTMENT : 5 & 12 (PARTS) CROWN PORTION : ---- TITLE REFERENCE : VOL. FOL. LAST PLAN REFERENCE : PS 705509 F (LOT S4) POSTAL ADDRESS : 73 & 75 RIDGE ROAD (At time of subdivision) WHITTLESEA, 3757 MGA94 Co-ordinates (of approx centre of land in plan) <table style="margin-left: 20px; border: none;"> <tr> <td>E</td> <td>336 164</td> <td>ZONE: 55</td> </tr> <tr> <td>N</td> <td>5847 548</td> <td>GDA 94</td> </tr> </table>		E	336 164	ZONE: 55	N	5847 548	GDA 94	COUNCIL NAME: WHITTLESEA CITY COUNCIL	
E	336 164	ZONE: 55							
N	5847 548	GDA 94							
VESTING OF ROADS AND/OR RESERVES		NOTATIONS							
IDENTIFIER	COUNCIL / BODY / PERSON	DEPTH LIMITATION DOES NOT APPLY							
ROADS R3 RESERVE No.2 RESERVE No.3	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD	Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No. STAGING This is a staged subdivision. Planning Permit No. 712879							
NOTATIONS									
LOTS 1-84 & 96-107 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. THE DEFINED ENDS OF EASEMENTS ARE PERPENDICULAR TO THE ADJOINING BOUNDARY UNLESS OTHERWISE SHOWN. OTHER PURPOSE OF PLAN: <ul style="list-style-type: none"> • TO REMOVE THE DRAINAGE EASEMENT SHOWN AS E-2 ON LOT S4 ON PS705509F/S3. GROUNDS FOR REMOVAL: <ul style="list-style-type: none"> • WHITTLESEA CITY COUNCIL PLANNING PERMIT No. 712879 									
<div style="display: flex; justify-content: center; align-items: center;"> <div style="text-align: left; margin-right: 20px;"> <p style="font-size: 24px; font-weight: bold;">AM359030M</p> <p>26/11/2015 \$119.70 173</p> </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>75 Ridge Road RELEASE 4 18 LOTS & SUPERLOT S5</p> </div> </div>									
EASEMENT INFORMATION									
LEGEND	A - Appurtenant Easement	E - Encumbering Easement	R-Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favor Of					
E-5	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL					
E-6	SEWERAGE	2	THIS PLAN	YARRA VALLEY WATER					
E-8	DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION					
E-10	DRAINAGE	3	THIS PLAN	WHITTLESEA CITY COUNCIL					
E-10	SEWERAGE	3	THIS PLAN	YARRA VALLEY WATER					
ORIGINAL SHEET SIZE A3		DIGITALLY SIGNED BY LICENSED SURVEYOR:		Sheet 1 of 4 Sheets					
TGM Group Melbourne 765 Glenferrie Road (PO Box 2304) Hawthorn Vic 3122 T 03 8862 9333 F 03 9819 4909 ABN 11 125 568 461 www.tgmgroup.com		 BRENT KEVIN O'GRADY REF 5932-104-01							
JAS-ANZ Accredited: Quality ISO 9001 - OH&S AS/NZS 4801 - Environment ISO 14001		18/03/2015 VERSION 2							

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Signed by Council: Whittlesea City Council, Council Ref: 608592, Original Certification: 15/01/2015, Recertification: 07/05/2015

PS 705509 F / S4

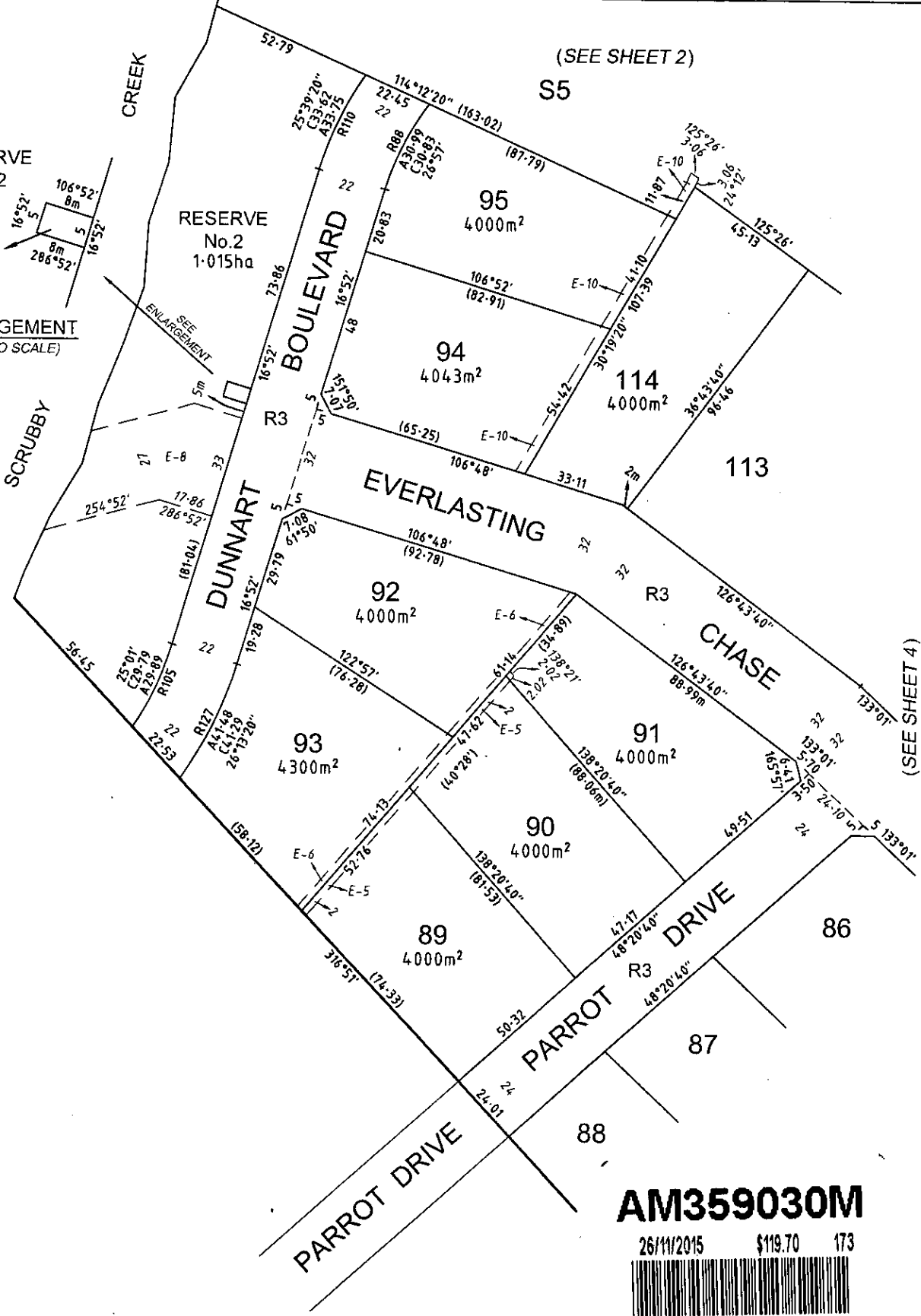
WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from TGM Group Pty Ltd who gave you access to SPEAR / this document. SPEAR Ref: S049542J 18/09/2015 07:30 am

M.G.A.94
ZONE 55

RESERVE
No.2

RESERVE
No.3
4.0m²

ENLARGEMENT
(NOT TO SCALE)



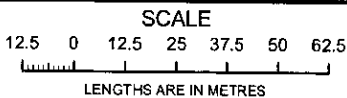
(SEE SHEET 4)

AM359030M

26/11/2015 \$119.70 173



TGM Group Melbourne
 765 Glenferrie Road (PO Box 2304)
 Hawthorn Vic 3122
 T 03 8862 9333
 F 03 9819 4909
 ABN 11 125 568 461
 www.tgmgroup.com



ORIGINAL
 SCALE SHEET
 1:1250 A3

Sheet 3 of 4 Sheets

DIGITALLY SIGNED BY LICENSED SURVEYOR:
BRENT KEVIN O'GRADY
 REF 5932-104-03 18/03/2015 VERSION 2

Signed by Council: Whittlesea City Council, Council Ref: 608592, Original Certification: 15/01/2015, Recertification: 07/05/2015

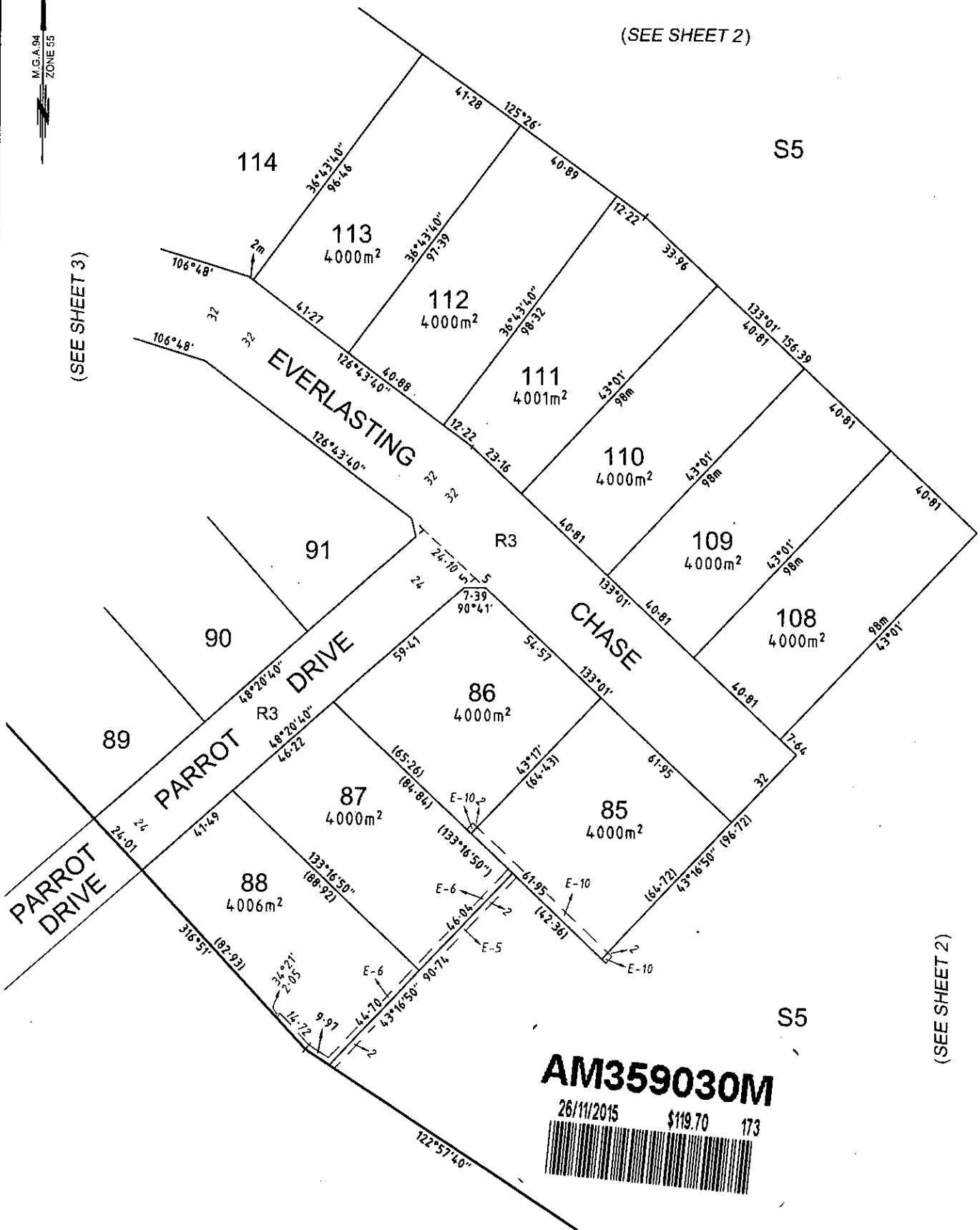
PS 705509 F / S4

(SEE SHEET 2)

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from TGM Group Pty Ltd who gave you access to SPEAR / this document. SPEAR Ref: S049542J 18/03/2015 07:30 am

M.G.A 94
ZONE 55

(SEE SHEET 3)



(SEE SHEET 2)

AM359030M

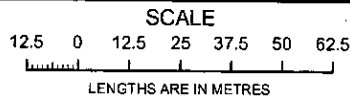
26/11/2015 \$119.70 173



TGM Group Melbourne
765 Glenferrie Road (PO Box 2304)
Hawthorn Vic 3122
T 03 8862 9333
F 03 9819 4909
ABN 11 125 568 481
www.tgmgroup.com



JAS-ANZ Accredited: Quality ISO 9001 - OHS AS/NZS 4801 - Environment ISO 14001



ORIGINAL SCALE SHEET SIZE
1:1250 A3

Sheet 4 of 4 Sheets

DIGITALLY SIGNED BY LICENSED SURVEYOR:
BRENT KEVIN O'GRADY
REF 5932-104-04 18/03/2015 VERSION 2

Date of issue
05/08/2025

Assessment No.
952895

Certificate No.
174870

Your reference
77627346-020-8

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 1 Wedgetail Drive WHITTLESEA 3757

Description: LOT: 92 PS: 705509F

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$1,000,000	\$750,000	\$50,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$2,364.34
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$173.00
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 05/08/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<i>Balance of rates & charges due:</i>	\$2,987.99

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$2,987.99**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 952895



Phone 1300 301 185
Ref 952895



Biller Code 5157
Ref 952895

1st August 2025

Denways Legal & Conveyancing C/- InfoTrack (Smokeb
LANDATA

Dear Denways Legal & Conveyancing C/- InfoTrack (Smokeb,

RE: Application for Water Information Statement

Property Address:	1 WEDGETAIL DRIVE WHITTLESEA 3757
Applicant	Denways Legal & Conveyancing C/- InfoTrack (Smokeb LANDATA
Information Statement	30960773
Conveyancing Account Number	7959580000
Your Reference	586940

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1 WEDGETAIL DRIVE WHITTLESEA 3757
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	1 WEDGETAIL DRIVE WHITTLESEA 3757
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

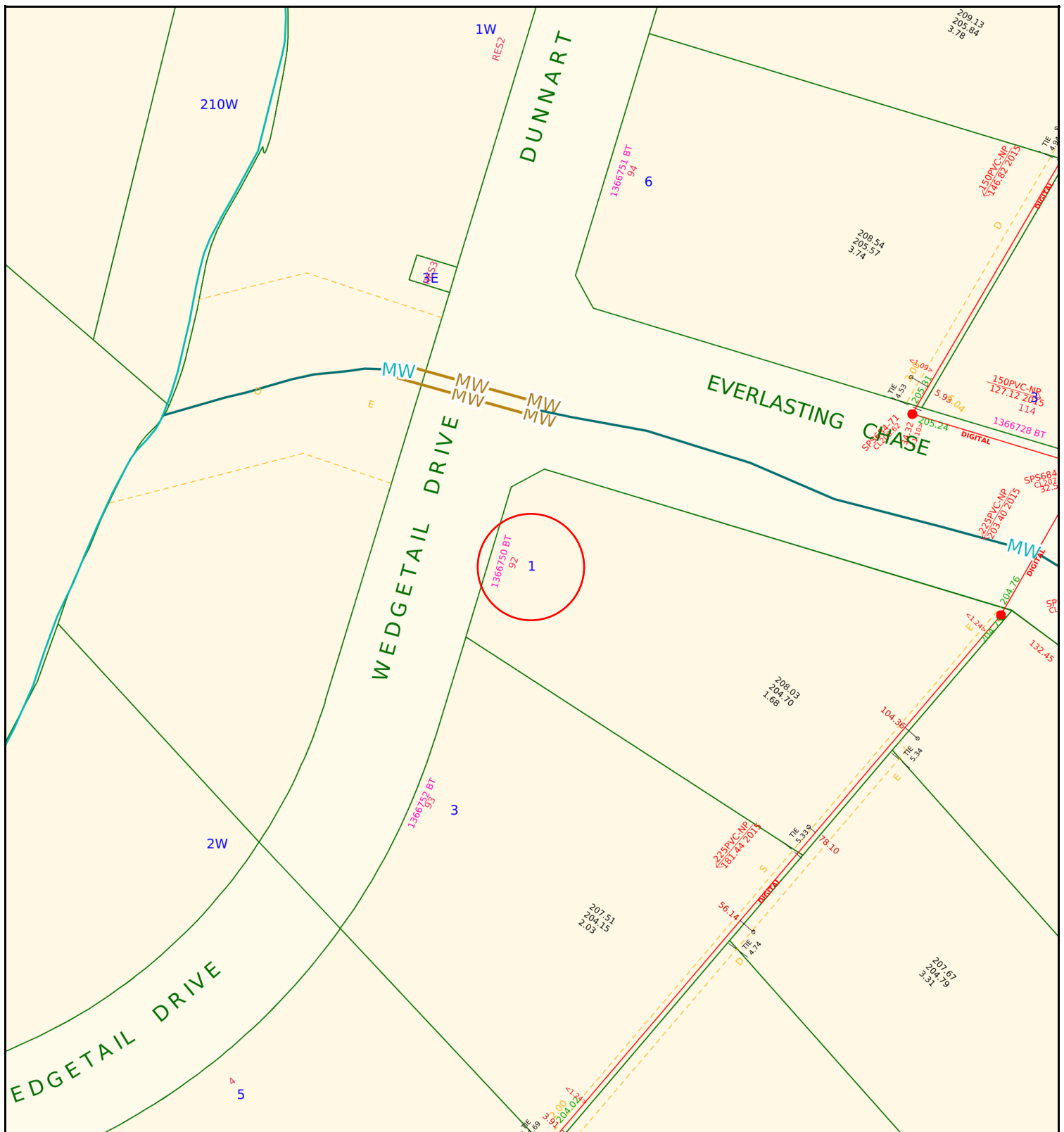
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Portion of the land could be subject to inundation at times of high storm flow. For further information please contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water
Information Statement
Number: 30960773**

Address	1 WEDGETAIL DRIVE WHITTLESEA 3757	
Date	01/08/2025	
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			
Existing Sewer	Sewer Offset			
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;

18th February 2016

Application ID: 192166

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
New Estate Connection - Drinking Water	1

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

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

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

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

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

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

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

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

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

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

9th February 2016

Application ID: 191251

CONDITIONS OF CONNECTION

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

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	1366750

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

SEWER

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Denways Legal & Conveyancing C/- InfoTrack (Smokeb
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9757944786
Rate Certificate No: 30960773

Date of Issue: 01/08/2025
Your Ref: 586940

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1 WEDGETAIL DR, WHITTLESEA VIC 3757	92\PS705509	5130659	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge Step 1 – 37.840000kL x \$3.43420000 = \$129.95 Step 2 – 30.160000kL x \$4.50590000 = \$135.90 Estimated Average Daily Usage \$3.09	12-02-2025 to 09-05-2025	\$265.85	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$17.29	\$17.29
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		-\$253.50 cr
	Total for This Property		-\$69.74 cr



GENERAL MANAGER
RETAIL SERVICES

Note:

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

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5130659

Address: 1 WEDGETAIL DR, WHITTLESEA VIC 3757

Water Information Statement Number: 30960773

HOW TO PAY



Biller Code: 314567
Ref: 97579447867

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

20243583

Form 17
Building Act 1993
Building Regulations 2018 - Regulation 200
CERTIFICATE OF FINAL INSPECTION

To:

Owner: Timothy Welland
1 Wedgetail Drive
WHITTLESEA VIC 3757

Agent: Shed Bonanza
PO Box 33
Bayswater Victoria 3153

Property Details

Number **1** Street/Road **Wedgetail Drive** Suburb **Whittlesea** Postcode **3757**
Lot/s **92** LP/PS **705509F** Volume **11621** Folio **486**
Crown allotment Section No Parish County
Municipal District **Whittlesea City Council**

Building permit details

Building permit number: **7662964020939**
Scope of works: **Construction of a Shed**
Version of BCA applicable to building permit: **NCC 2022 Volume 2**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
ALL PARTS	Shed	10a

Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Inspection dates for mandatory inspections that have been carried out are as follows:

Inspection Type	Date
Prior to placing a footing (Pads)/Prior to pouring in situ concrete (Slab Steel)	04/12/2024
Steel Frame & Final upon completion of all Building Work	26/03/2025

Directions to fix building work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Relevant Building Surveyor

Name: **CODEHQ Pty Ltd**

Address: **1/27 High Street GLEN IRIS VIC 3146**

Email: **reception@codehq.com.au**

Building practitioner registration no.: **CBS-U 71338**

Company Name: **CODEHQ Pty Ltd**

ABN: **49 072 393 741**

Certificate no.: **7662964020939**

Date of issue: **27/03/2025**



Liability limited by a scheme approved under Professional Standards Legislation.

Property Clearance Certificate

Land Tax



INFOTRACK / DENWAYS LEGAL & CONVEYANCING

Your Reference:	25-3018
Certificate No:	92539186
Issue Date:	01 AUG 2025
Enquiries:	ESYSPROD

Land Address: 1 WEDGETAIL DRIVE WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42673891	92	705509	11621	486	\$0.00

Vendor: TIMOTHY WELLAND
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
TIMOTHY JOHN WELLAND	2025	\$750,000	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	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 (CIV):	\$975,000
SITE VALUE (SV):	\$750,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 92539186

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,150.00

Taxable Value = \$750,000

Calculated as \$2,250 plus (\$750,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,750.00

Taxable Value = \$975,000

Calculated as \$975,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92539186

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: 92539186

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

Commercial and Industrial Property Tax



INFOTRACK / DENWAYS LEGAL & CONVEYANCING

Your Reference: 25-3018
Certificate No: 92539186
Issue Date: 01 AUG 2025
Enquires: ESYSPROD

Land Address: 1 WEDGETAIL DRIVE WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42673891	92	705509	11621	486	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$975,000
SITE VALUE:	\$750,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92539186

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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate 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. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / DENWAYS LEGAL & CONVEYANCING

Your Reference: 25-3018

Certificate No: 92539186

Issue Date: 01 AUG 2025

Land Address: 1 WEDGETAIL DRIVE WHITTLESEA VIC 3757

Lot	Plan	Volume	Folio
92	705509	11621	486

Vendor: TIMOTHY WELLAND

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: 92539186

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 92539188</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 92539188</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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From www.planning.vic.gov.au at 06 August 2025 12:23 AM

PROPERTY DETAILS

Address: **1 WEDGETAIL DRIVE WHITTLESEA 3757**
Lot and Plan Number: **Lot 92 PS705509**
Standard Parcel Identifier (SPI): **92\PS705509**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **952895**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 246 K3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

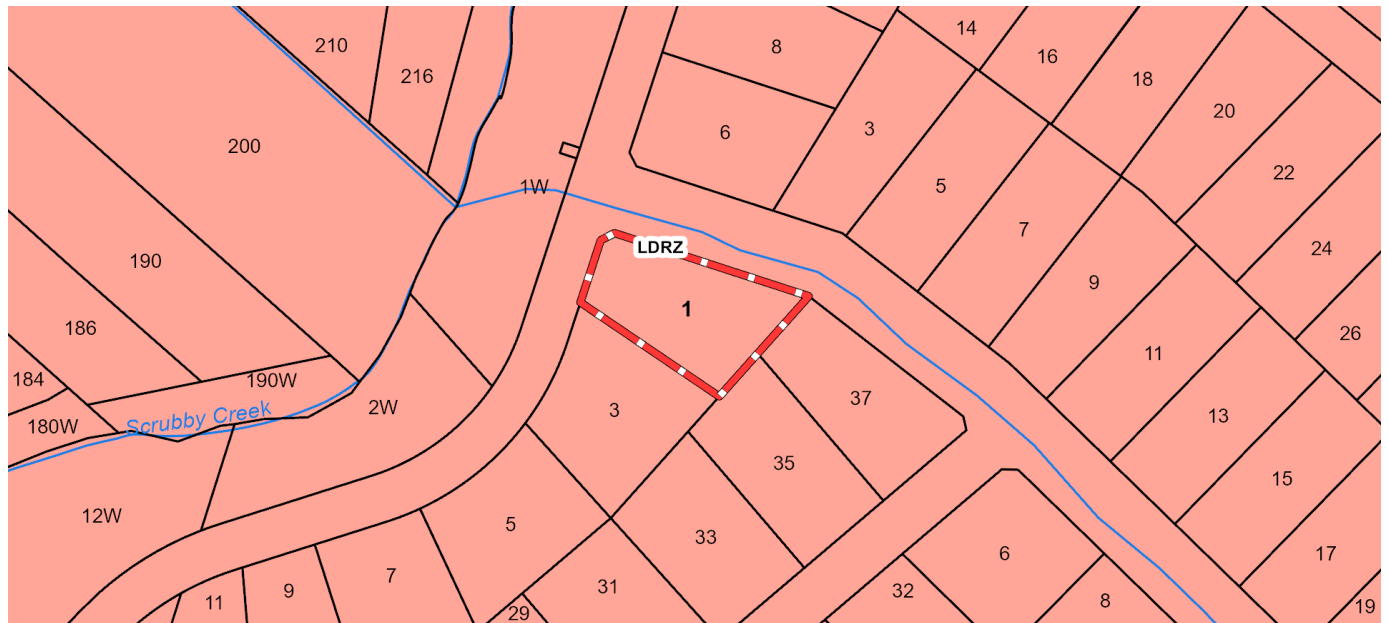
Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)



LDRZ - Low Density Residential

Water course

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

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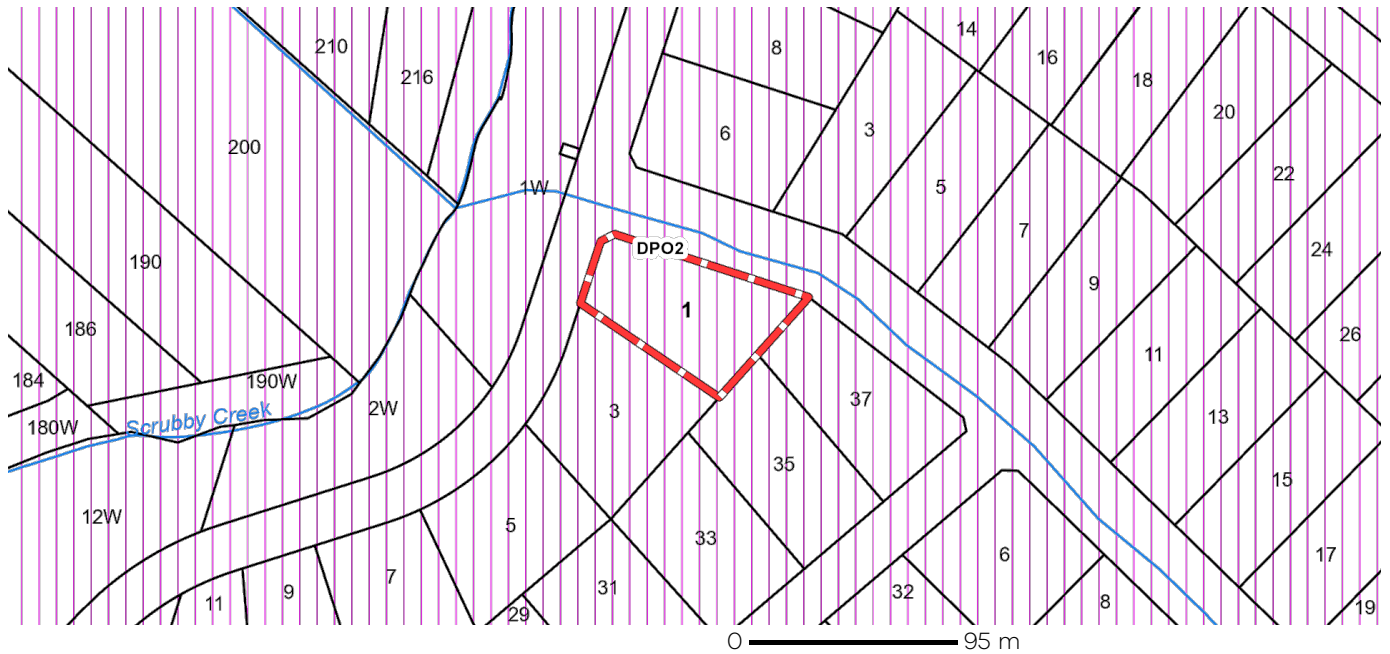
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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 2 \(DPO2\)](#)



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 5 August 2025.

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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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