



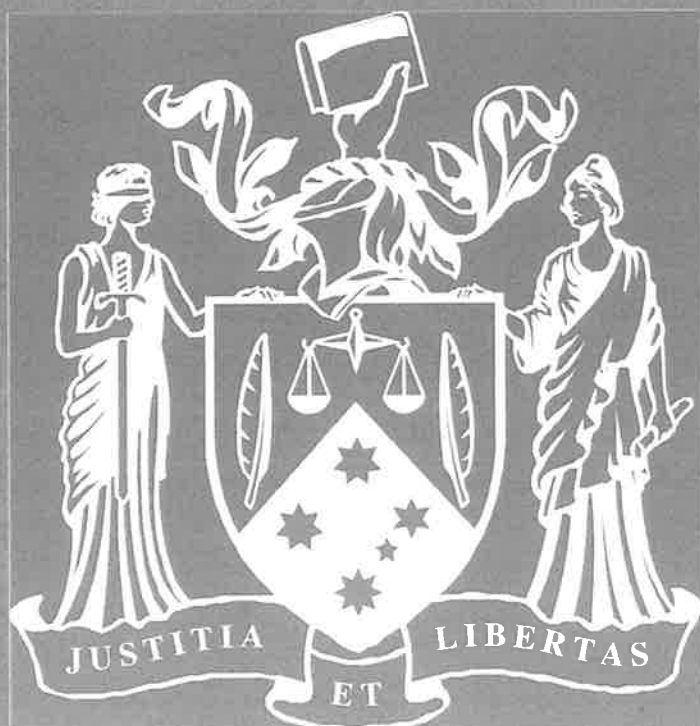
# Contract of sale of land

**Property:** 42 King Parrot Way, Whittlesea 3757

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of Conveyancers (Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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## Disclaimer

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

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

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**WARNING TO ESTATE AGENTS**

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

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

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../ /2024

**Print name(s) of person(s) signing:**

.....

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

..... on ...../ /2024

**Print name(s) of person(s) signing: GEOFFREY GEORGE GRAY**

.....

State nature of authority, if applicable: .....

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

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## Particulars of sale

### Vendor's estate agent

Name: Stone Real Estate Whittlesea  
Address: unit 1/75 Church Street, Whittlesea, VIC 3757  
Email: whittlesea@stonerealestate.com.au

Tel: 9716 2000      Mob:      Fax:      Ref:

### Vendor

Name: **GEOFFREY GEORGE GRAY**  
Address: 42 King Parrot Way, Whittlesea, VIC 3757 Australia  
ABN/ACN: .....  
Email: geoffgray54@gmail.com

### Vendor's legal practitioner or conveyancer

Name: HQ Law  
Address: 110 Pall Mall, Bendigo VIC 3550  
Email: craig@hqlaw.com.au  
Tel: : (03) 5454 3000 Mob:      Fax: (03) 5441 6647      Ref: AB: CW:44058

### Purchaser's estate agent

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

### Purchaser

Name: .....  
Address: .....  
ABN/ACN: .....  
Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....  
Address: .....  
Email: .....  
Tel: ..... Fax: ..... DX: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11256      Folio 668	199	PS625342
Volume      Folio		

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is **42 King Parrot Way, Whittlesea 3757**

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

All fixed floor coverings, window furnishings and electric light fittings

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked



## Special conditions

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

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



**GC 23 – special condition**

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



**GC 28 – special condition**

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

## GST WITHHOLDING NOTICE

Vendor: Geoffrey George Gray

Purchaser:

Property: 42 King Parrot Way, Whittlesea 3757

Title Particulars: Lot 199 Plan PS625342 being Volume 11256 Folio 668

**Purchaser must make a GST Withholding Payment:**  No  Yes

(if yes, vendor must provide further details) If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

**Suppliers Name:**

**Supplier's ABN:**

**Supplier's Email Address:**

**Supplier's Phone Number:**

**Supplier's proportion of the GST Withholding Payment:**

If more than one supplier, provide the above details for each supplier.

**Amount purchaser must pay – price multiplied by the GST withholding rate: \$**

**Amount must be paid:**  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

## 25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
  - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- 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
  - the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- 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
  - the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

**28. NOTICES**

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

**29. INSPECTION**

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

**30. TERMS CONTRACT**

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

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

**32. BREACH**

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	42 King Parrot Way, Whittlesea 3757
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<b>Vendor's name</b>	Geoffrey George Gray	<b>Date</b> 05/June 2024
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<b>Vendor's signature</b>	DocuSigned by:  48883F761A9A485	
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<b>Purchaser's name</b>		<b>Date</b> / /
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<b>Purchaser's signature</b>		
------------------------------	--	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>		
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## 1 FINANCIAL MATTERS

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

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

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

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

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2. Road Access

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

### 3.3. Designated Bushfire Prone Area

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Not Applicable.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**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:

Not Applicable.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

**8 SERVICES**

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

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

**9 TITLE**

Attached are copies of the following documents:

**9.1 (a) Registered Title**

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

**10 SUBDIVISION**

**10.1. Unregistered Subdivision**

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

Not Applicable.

**10.2. Staged Subdivision**

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

Not Applicable.

**10.3. Further Plan of Subdivision**

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

Not Applicable.

**11 DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Not Applicable.

**12 DUE DILIGENCE CHECKLIST**

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

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

**13 ATTACHMENTS**

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

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

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

## Due diligence checklist

### What you need to know before buying a residential property

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

### Urban living

#### Moving to the inner city?

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

#### Is the property subject to an owners corporation?

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## Land boundaries

### Do you know the exact boundary of the property?

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

## Planning controls

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

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

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

### Are there any proposed or granted planning permits?

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

### Are any recent building or renovation works covered by insurance?

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

## Utilities and essential services

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

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

## Buyers' rights

### Do you know your rights when buying a property?

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

(04/10/2016)

# PLANNING PROPERTY REPORT



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 04 June 2024 11:11 AM

## PROPERTY DETAILS

Address: **42 KING PARROT WAY WHITTLESEA 3757**  
 Lot and Plan Number: **Lot 199 PS625342**  
 Standard Parcel Identifier (SPI): **199\PS625342**  
 Local Government Area (Council): **WHITTLESEA** [www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
 Council Property Number: **774000**  
 Planning Scheme: **Whittlesea** [Planning Scheme - Whittlesea](#)  
 Directory Reference: **Melway 246 E6**

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

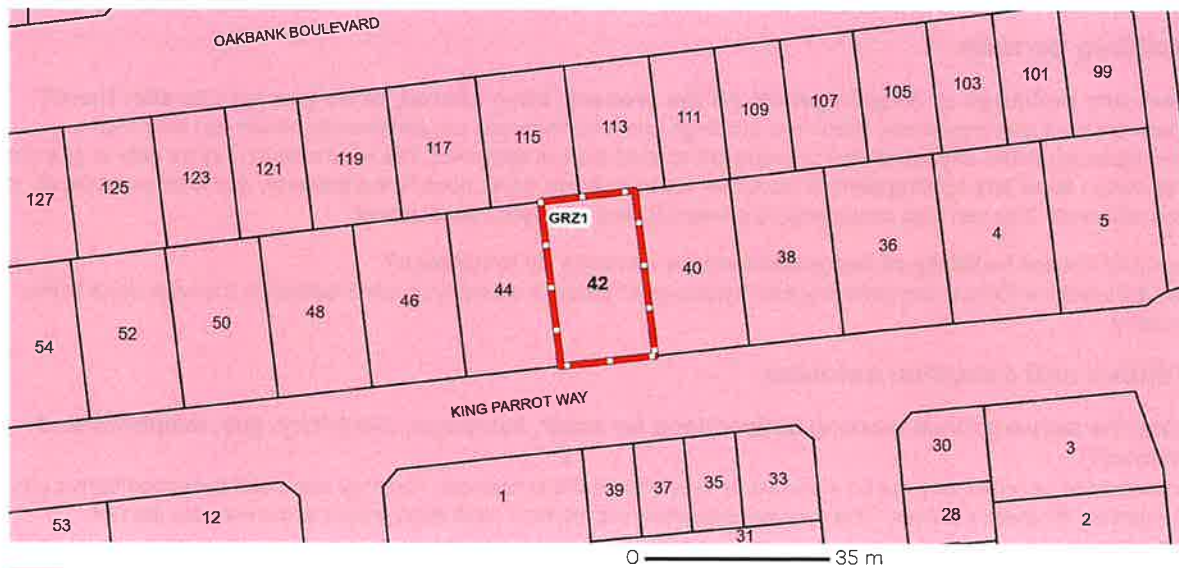
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



**GRZ - General Residential**

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

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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 Act 1962 (Vic).

# PLANNING PROPERTY REPORT



## Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)  
DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



 DPO - Development Plan Overlay

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

## Further Planning Information

Planning scheme data last updated on 29 May 2024.

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

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

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

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

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

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

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## PLANNING PROPERTY REPORT

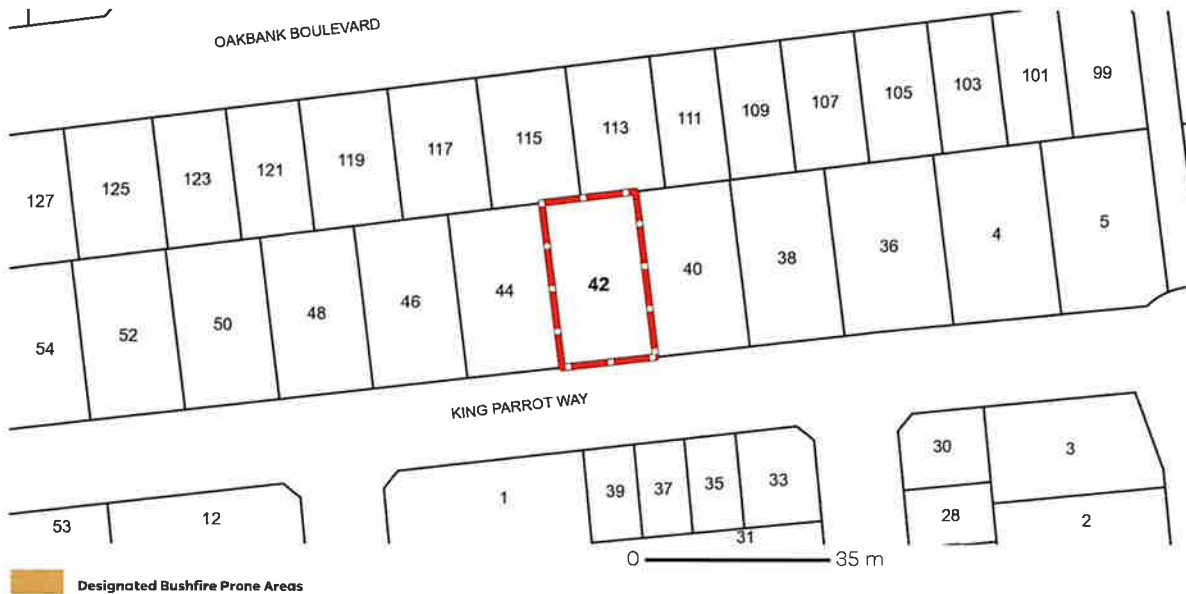


### Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

### Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvm.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 \(environment.vic.gov.au\)](#)

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## PROPERTY REPORT



From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 04 June 2024 11:11 AM

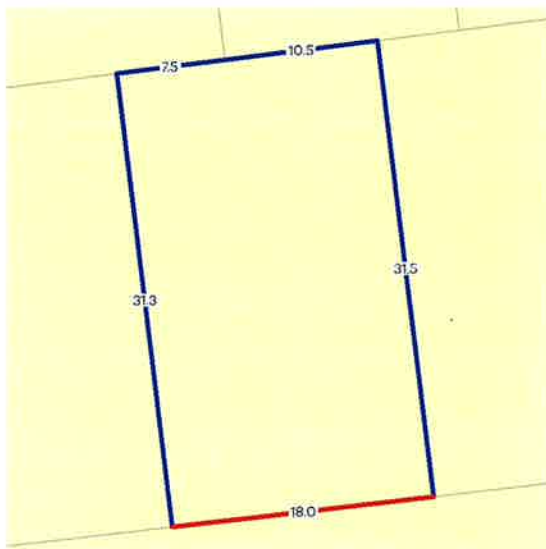
### PROPERTY DETAILS

Address: **42 KING PARROT WAY WHITTLESEA 3757**  
Lot and Plan Number: **Lot 199 PS625342**  
Standard Parcel Identifier (SPI): **199\PS625342**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **774000**  
Directory Reference: **Melway 246 E6**

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

### SITE DIMENSIONS

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



**Area:** 566 sq. m

**Perimeter:** 99 m

For this property:

— Site boundaries

— Road frontages

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

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

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

### UTILITIES

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

### STATE ELECTORATES

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

### PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

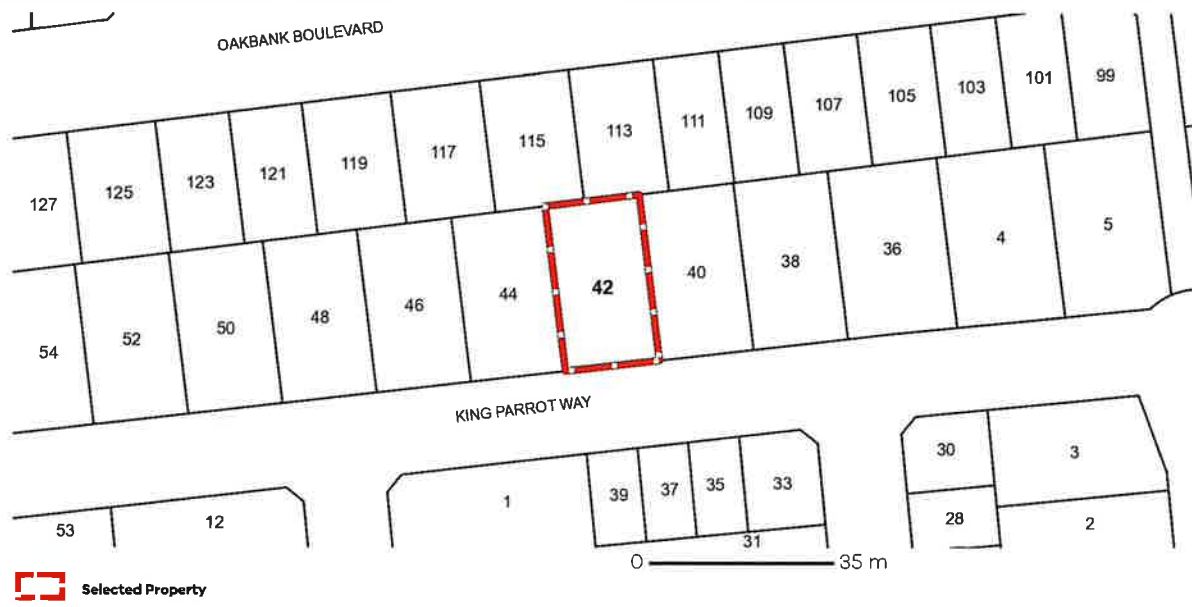
**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

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

# PROPERTY REPORT



## Area Map



# Valuations and Rates Notice

For the period 1 July 2023 to 30 June 2024

NRS 133 677 ask for (03) 9217 2170

Phone (03) 9217 2170

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

Terms and Conditions apply

SAO

Hardy v/Date



G G Gray  
 42 King Parrot Way  
 WHITTLESEA VIC 3757



025  
 1023822  
 R5\_15389

Issue Date 25/08/2023

Assessment Number  
**0774000**

For emailed notices register at [whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
 Reference No: 4AE54A873L

**Property Details** 42 King Parrot Way WHITTLESEA VIC 3757  
 LOT 199 PS 625342L  
 Owner : G G Gray

**Valuation Details**

Site Value	Capital Improved Value	Net Annual Value
\$380,000	\$625,000	\$31,250

Level of value date 01/01/2023 Valuation operative date 01/07/2023  
 AVPCC 110 Detached Dwelling

**Rates and Charges**

Category	Description	Amount
Council Charges	General rate 31,250 x 0.04724460	\$1,476.39
	Food/Green waste bin charge 1 x 105.15	\$105.15
	Waste Service Charge (Res/Rural) 1 x 171.45	\$171.45
State Government Charges	Fire services charge (Res) 1 x	\$125.00
	Fire services levy (Res) 625,000 x 0.00004600	\$28.75
	Waste Landfill Levy Res/Rural 1 x 11.85	\$11.85
<b>Total</b>		<b>\$1,918.59</b>

**INSTALMENT 1**  
 \* **\$481.59**  
 Due By 30/09/2023

**INSTALMENT 2**  
**\$479.00**  
 Due By 30/11/2023

**INSTALMENT 3**  
**\$479.00**  
 Due By 28/02/2024

**INSTALMENT 4**  
**\$479.00**  
 Due By 31/05/2024

**\*If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

**LUMP SUM**  
**\$1,918.59**  
 Due By 15/02/2024

Green Waste  
 Timber Waste  
 Brick & Rubble Waste

Payments received after 15 August 2023 may not be included on this notice



Scan here to pay



**Where to pay**

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

**Bill Code: 5157**  
**Ref: 0774000**

**Billpay Code: 0350**  
**Ref: 7740002**

**Phone 1300 301 185**

BPAY™ this payment via internet or phone banking.  
 BPAY View™ - View and pay this bill using internet banking  
 BPAY View Registration No.: 0774000

Pay in person at any post office, phone 13 18 16 or go to [postbillpay.com.au](http://postbillpay.com.au)  
 Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.

**Council Offices**  
 Hours - 8.30am to 5.00 pm Mon. to Fri.  
 (except public holidays).



# Your quarterly bill



Emailed to: geoffgray54@gmail.com  
 MR G GRAY  
 42 KING PARROT WAY  
 WHITTLESEA VIC 3757

Enquiries 1300 304 688  
 Faults (24/7) 13 27 62

---

Account number 47 3635 8875  
 Invoice number 4738 2377 82652  
 Issue date 9 May 2024  
 42 KING PARROT WAY  
 WHITTLESEA

---

Property address WHITTLESEA  
 Property reference 5022920, LOT 199  
 Tax Invoice Yarra Valley Water ABN 93 066 902 501

## Summary

<b>Previous bill</b>	<b>\$365.95</b>
Payment received thank you	-\$365.95
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>This bill</b>	
Usage charges	\$169.71
<b>Service charges</b>	
Water supply system	\$20.03
Sewerage system	\$114.47
<b>Other authority charges</b>	
Waterways	\$16.13
Parks	\$21.10
<b>Total this bill (GST does not apply)</b>	<b>\$335.44</b>
<b>Total balance</b>	<b>\$335.44</b>

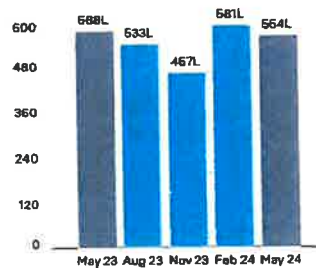


**Important note**  
 Your bill includes the parks charge, which is now billed quarterly.

- Usage charges
- Service charges
- Other authority charges

## Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

3042 473923779265 2

## Your daily spend

This bill compared to the same time last year.  
 Excludes other authority charges.



## How to pay



\*3042 473923779265 2



**Direct Debit**  
 Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.com.au/directdebit) or call 1300 304 688.



**Centrepay**  
 Arrange regular deductions from your Centrelink payments. Visit [yvw.com.au/paymg](http://yvw.com.au/paymg) CRN reference: 656 954 T18T



**EFT**  
 Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).



**Credit card**  
 Online: [yvw.com.au/paymg](http://yvw.com.au/paymg)  
 Phone: 1300 304 332



**Post Billpay**  
 Pay in person at any post office, by phone on 13 18 18 or at [postbillpay.com.au](http://postbillpay.com.au)  
 Biller code: 3042  
 Ref: 4739 2377 82652



**BPAY**  
 Biler code: 344366  
 Ref: 473 8358 8753

MR G GRAY

Account number 47 3635 8875  
 Invoice number 4738 2377 82652  
**Total due \$335.44**  
**Due date 30 May 2024**  
 Amount paid \$

### Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAF169519	2,203kL	2,167kL	46kL (83 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	36.520kL	\$3.3438	\$122.12
STEP 2 (441-880 litres per day)	9.480kL	\$4.3673	\$41.59
<b>Total</b>	<b>46.000kL</b>		<b>\$163.71</b>
<b>Total usage charges</b>			<b>\$163.71</b>

### Your charges explained

- **Water and sewer usage charge**  
**16 February 2024 - 8 May 2024**  
 The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**  
**1 April 2024 - 30 June 2024**  
 A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
**1 April 2024 - 30 June 2024**  
 A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**  
**Waterways charge**  
**1 April 2024 - 30 June 2024**  
 Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. Rural customers are charged less to reflect reduced services compared to urban customers. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
- **Parks charge**  
**1 April 2024 - 30 June 2024**  
 Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

### Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on 1800 994 789 or visit [yvwm.com.au/financialhelp](http://yvwm.com.au/financialhelp). Registering your concession can also reduce the amount you need to pay. Please call us on 1800 880 824 or visit [yvwm.com.au/concession](http://yvwm.com.au/concession).

### Contact us

📞 Enquiries	1300 804 688	For language assistance	1300 874 381
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 821 362
✉️ <a href="mailto:enquiry@yvwm.com.au">enquiry@yvwm.com.au</a>		普通话	1300 931 864
🌐 <a href="http://yvwm.com.au">yvwm.com.au</a>		සිංහල	1300 927 363
📺 TTY Voice Calls	133 677	සිංහල	1300 927 363
🗣️ Speak and Listen	1800 656 727	For all other languages call our translation service on 03 8046 4778	


📅 **Next meter reading:**  
 Between 5-12 Aug 2024

- ### Spotted a burst or leak?
- 📍 To report an issue visit [yvwm.com.au/reportfault](http://yvwm.com.au/reportfault)
  - 📱 Download and use the **Snap and Solve** app
  - 📞 Call our 24-7 emergency hotline on 13 27 62
  - 🗺️ View our live faults map at [faults.yvwm.com.au](http://faults.yvwm.com.au)


















<b>Yarra Valley Water Information Statement Number: 30419484</b>	Address	42 KING PARROT WAY WHITTLESEA 3757
	Date	08/10/2018
	Scale	1:1000



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

Existing Title	 Access Point Number	GLV2-42	MW Drainage Channel Centreline		<b>Disclaimer:</b> 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;
Proposed Title	 Sewer Manhole		MW Drainage Underground Centreline		
Easement	 Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	 Sewer Offset		MW Drainage Natural Waterway		
Abandoned Sewer	 Sewer Branch				

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

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

VOLUME 11256 FOLIO 668

Security no : 124115528293W  
Produced 04/06/2024 11:09 AM

LAND DESCRIPTION

Lot 199 on Plan of Subdivision 625342L.  
PARENT TITLE Volume 11:62 Folio 336  
Created by instrument PS625342L 28/02/2011

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
GEOFFREY GEORGE GRAY of 42 KING PARROT WAY WHITTLESEA VIC 3757  
AS126588F 30/04/2019

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AH850811L 21/03/2011

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  
AG743080G 09/09/2009

DIAGRAM LOCATION

SEE PS625342L 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: 42 KING PARROT WAY WHITTLESEA VIC 3757

DOCUMENT END

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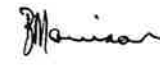
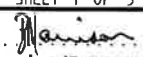

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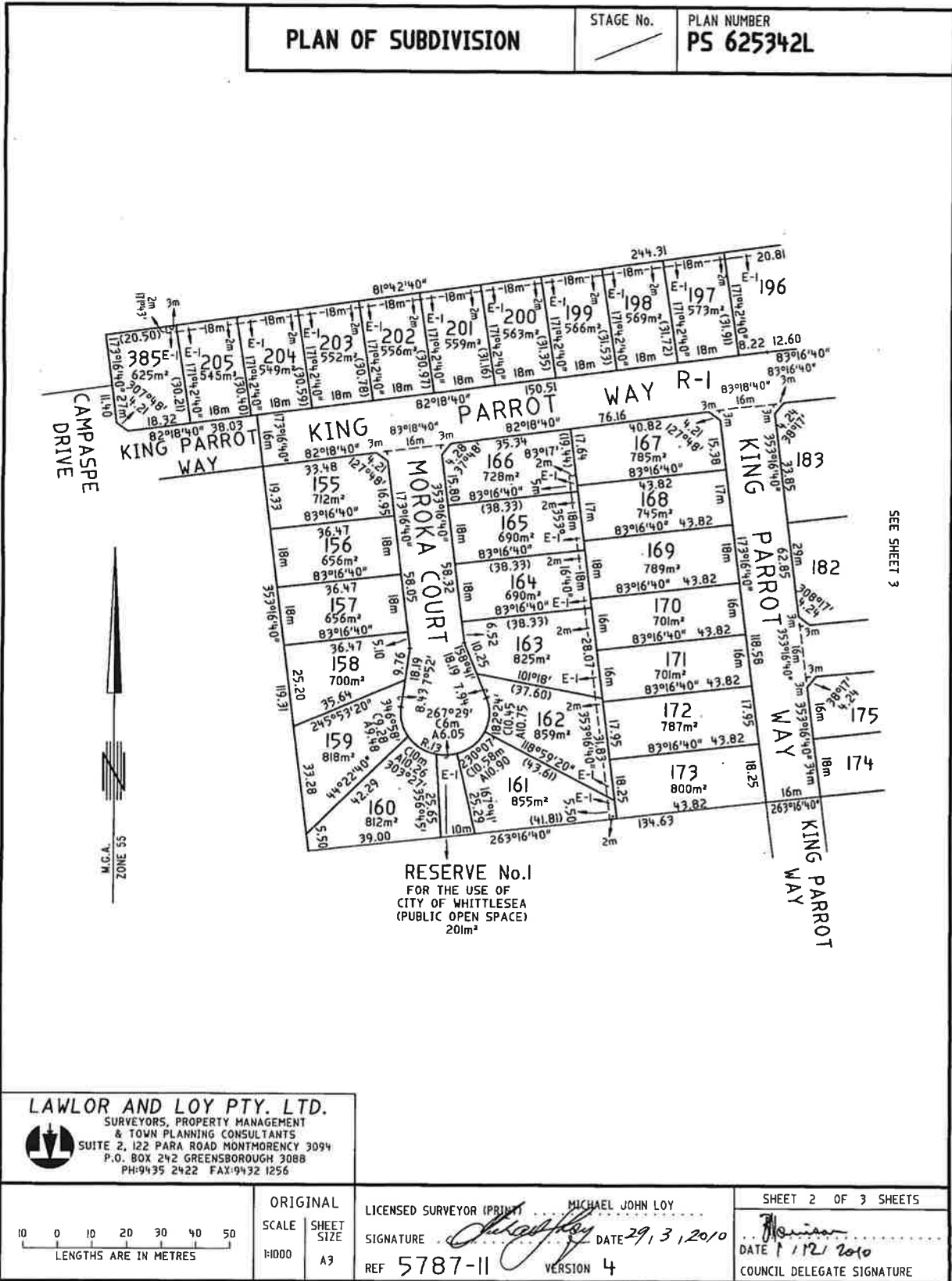


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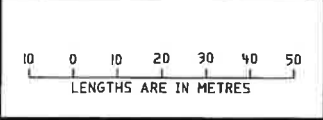
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**PS625342L**

<b>PLAN OF SUBDIVISION</b>		STAGE No. /	LRS USE ONLY <b>EDITION 1</b>	PLA <b>PS</b>	25/02/2011 17524.30 PS 
<b>LOCATION OF LAND</b>		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b>			
PARISH: TOOROURRONG TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: _____ CROWN PORTION: 6 (PART) TITLE REFERENCES: C/T VOL 11162 FOL 336 LAST PLAN REFERENCE/S: LOT 1, PS.6253399 POSTAL ADDRESS: KING PARROT WAY (At time of subdivision) WHITTLESEA 3757 M.G.A. Co-ordinates E 333 200 ZONE: 55 (of approx. centre of land in plan) N 5 847 700		COUNCIL NAME _____ REF: 607018 <del>1. This plan is certified under Section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 7 / 12 / 2009 <del>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del> OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/hes not been made. (ii) The requirement has been satisfied. <del>(iii) The requirement is to be satisfied in Stage _____</del> <del>Council Delegate</del> <del>Council Seal</del> <del>Date</del> / / Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate _____ <del>Council Seal</del> Date 1 / 12 / 2010 			
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>			
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is not a staged subdivision. Planning permit No. 709900 (DEVELOPMENT)			
ROADS R-1 RESERVE No.1 RESERVE No.2 RESERVE No.3	CITY OF WHITTLESEA CITY OF WHITTLESEA CITY OF WHITTLESEA SPI ELECTRICITY PTY LTD	DEPTH LIMITATION DOES NOT APPLY BEARINGS SHOWN ARE ON M.G.A. DATUM LOTS 1 TO 154 (BOTH INCLUSIVE) AND LOTS 206 TO 384 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN LOTS A TO G (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN			
AREA OF ROADS : 1.259ha					
SURVEY. THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) PM.18 & PM.32 IN PROCLAIMED SURVEY AREA No.					
<b>EASEMENT INFORMATION</b>		<b>LRS USE ONLY</b>			
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/>			
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	DATE 25 / 2 / 11
E-1 & E-2	DRAINAGE SEWERAGE	SEE DIAG. (SHEETS 2 & 3)	THIS PLAN	LOTS ON THIS PLAN YARRA VALLEY WATER LIMITED	LRS USE ONLY
E-2	POWERLINE	SEE DIAG. (SHEET 3)	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD	PLAN REGISTERED
R-1	WAY, DRAINAGE, SEWERAGE AND SUPPLY OF WATER, ELECTRICITY, TELEPHONE SERVICES AND GAS	SEE DIAG. (SHEETS 2 & 3)	THIS PLAN	LAND IN THIS PLAN	TIME 9.03am
					DATE 28 / 2 / 11
					KEVIN BUHAGIAR Assistant Registrar of Titles
					SHEET 1 OF 3 SHEETS
<b>LAWLOR AND LOY PTY. LTD.</b>		LICENSED SURVEYOR (PRINT) MICHAEL JOHN LOY			
SURVEYORS, PROPERTY MANAGEMENT & TOWN PLANNING CONSULTANTS SUITE 2, 122 PARA ROAD MONTMORENCY 3094 P.O. BOX 242 GREENSBOROUGH 3088 PH:9435 2422 FAX:9432 1256		SIGNATURE  DATE 29 / 3 / 2010		DATE 1 / 12 / 2010	
		REF 5787-11		COUNCIL DELEGATE SIGNATURE	
		VERSION 4		ORIGINAL SHEET SIZE A3	



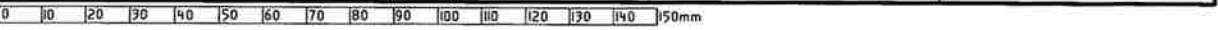
**LAWLOR AND LOY PTY. LTD.**  
 SURVEYORS, PROPERTY MANAGEMENT  
 & TOWN PLANNING CONSULTANTS  
 SUITE 2, 122 PARA ROAD MONTMORENCY 3094  
 P.O. BOX 242 GREENSBOROUGH 3088  
 PH:9435 2422 FAX:9432 1256

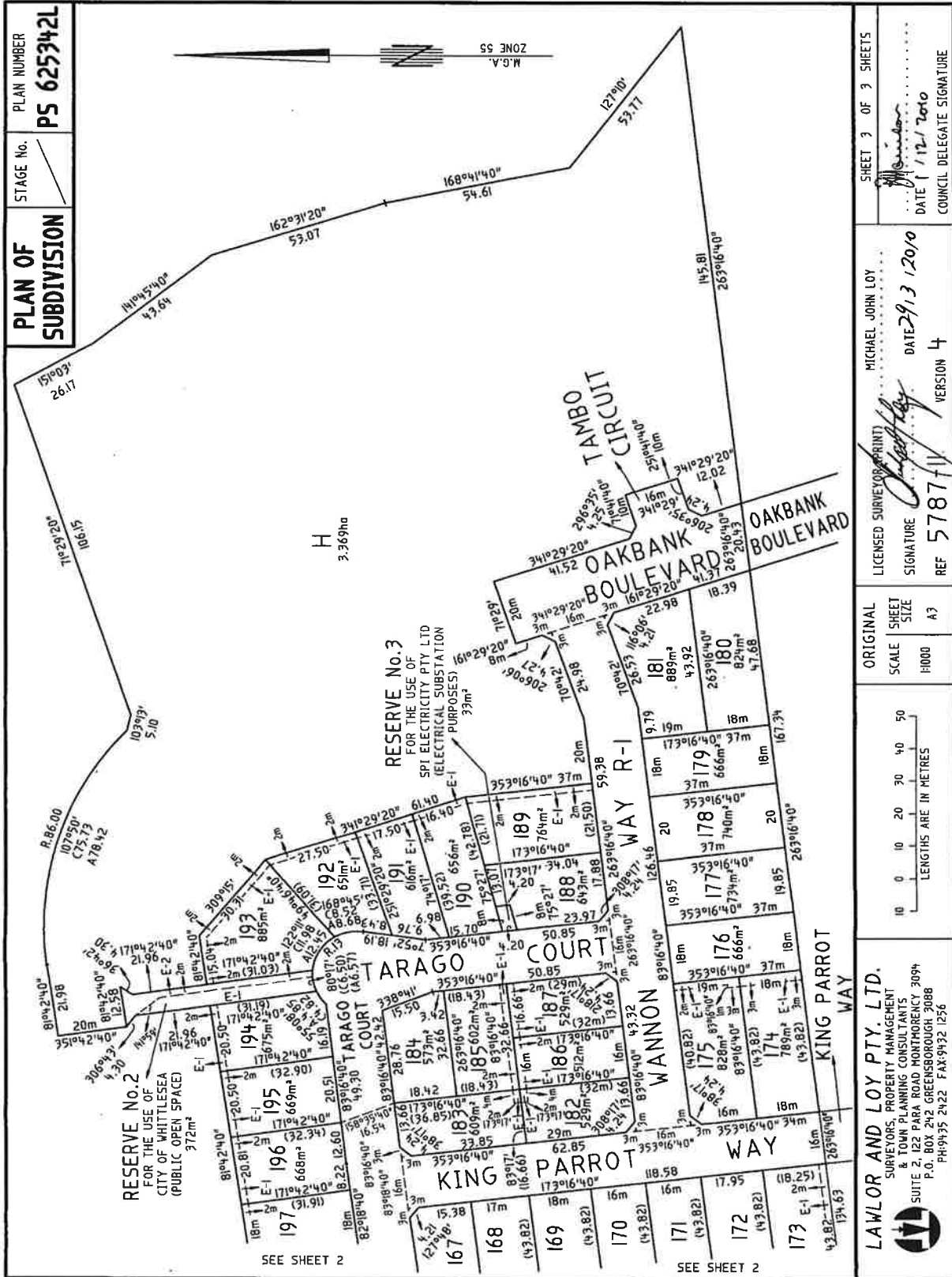


ORIGINAL  
 SCALE SHEET SIZE  
 1:1000 A3

LICENSED SURVEYOR (PRINT) MICHAEL JOHN LOY  
 SIGNATURE *[Signature]* DATE 29/3/2010  
 REF 5787-II VERSION 4

SHEET 2 OF 3 SHEETS  
 DATE 1/12/2010  
 COUNCIL DELEGATE SIGNATURE





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Lot 199

# Transfer of Land

## Section 45 Transfer of Land Act 1958

**AH850811L**



Lodged by:

Name:  
Phone:  
Address:

**Scott Ashwood P/L N° 6**  
**CUSTOMER PICKUP**  
**CODE: 13852V**

Reference:

Customer Code:

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Volume **11256** Folio **668**

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

all its estate and interest in fee simple

Consideration:

\$149,000.00

Transferor: (full name)

**KELVIN GROVE PASTORAL PTY LTD ACN 101 900 592**

Transferee: (full name and address including postcode)

**SHARON BROWN of Unit 1 1 Greenview Court, Epping 3076**

Directing Party: (full name)

Creation and/or Reservation of Easement and/or Restrictive Covenant :

The Transferee, with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. 625342L other than the Lot hereby transferred and the burden of this covenant shall be annexed to and run at law and in equity with the Lot hereby transferred DOES HEREBY for itself and successors in title and as separate covenants COVENANTS with the Transferor, its successors in title and other registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision other than the Lot hereby transferred that the Tranferee must not:

- (i) construct or permit to be constructed more than one single dwelling to be constructed with new materials, the size of which is to be not less than 150 square metres excluding the usual outbuildings.

563086A

Order to Register

Duty Use Only

# T2

Please register and issue Certificate of Title to

\*Law Perfect Pty Ltd  
Page 1 of 2

Signed

Customer Code:

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Scott Ashwood Pty Ltd	
DRS	AP 414
Vic Duty	\$3,820.00
Consideration	\$149,000.00
Trans No.	3455/2011
Endorse Date	18/03/2011
Section 57J (PPR)	Original
LYNNEA Signature	<i>Ar</i>

200601682

AND it is intended that this Covenant shall be set out as an encumbrance on any Certificate of Title issued for the Lots hereby transferred.

Dated: 15/3/11

Execution and attestation

THE COMMON SEAL of KELVIN GROVE PASTORAL PTY LTD ACN 101 900 592 was hereunto affixed in the presence of its authorised officers:



Director [Signature]

Full name & Usual address

Philip Steven Sly of 9 Hillview Court, Kangaroo Ground 3097

Director/Secretary [Signature]

Full name & Usual address

Rodney William Holland of 2 Hillmartin Road, Diamond Creek 3089



Signed by SHARON BROWN in the presence of:

Witness: [Signature]

[Signature] SHARON BROWN

ABN: 32 774 428 786  
TOP 6 & 7 GREENBROOK SHOPPING CENTRE  
53 McDONALDS ROAD  
EPPING VICTORIA 307

563086A Order to Register Duty Use Only

T2

Please register and issue Certificate of Title to

\*Law Perfect Pty Ltd Page 2 of 2

Signed

Customer Code:

THE BACK OF THIS FORM MUST NOT BE USED Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

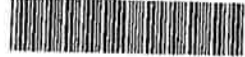
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FORM 9.1

**AG743080G**

09/09/2009 \$107.90 173



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

s. 181(1)

*Planning and Environment Act 1987*

**Lodged at the Land Titles Office by :**

**Name :** Lawlor and Loy Pty. Ltd., Land Surveyors

**Phone :** (03) 9435.2422 - Michael Loy

**Address :** P.O. Box 242, Greensborough, Vic., 3088

**Ref:** 5787

**Customer Code :** 08047C

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

**Land :** Certificate of Title Volume 10840 Folio 403,  
Certificate of Title Volume 10192 Folio 007, and  
Certificate of Title Volume 9034 Folio 070.

**Authority :** Whittlesea City Council of Locked Bag 1, Bundoora, MDC, 3083

**Section and Act under which Agreement made :**

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

**Signature of Officer :**

**Name of Officer :**

DAVID TURPIN

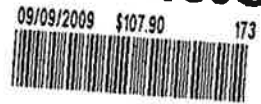
**Position Held :**

CEO

**Dated :**

24/8/09

**AG743080G**



**CITY OF WHITTLESEA**

and

**KELVIN GROVE PASTORAL PTY. LTD.**

---

**SECTION 173 AGREEMENT**

---

**Property : 150-200 Wallan Road, Whittlesea**

**LAWLOR & LOY PTY. LTD.**  
Land Surveyors, Property Management  
& Town Planning Consultants,  
PO Box 242, Greensborough 3088

Tel: 9435 2422  
Fax: 9432 1256  
Ref No: 5787

**AGREEMENT  
SECTION 173 PLANNING AND ENVIRONMENT ACT 1987**

**THIS AGREEMENT** is made the 27<sup>TH</sup> day of AUGUST 2009

**BETWEEN:**

**CITY OF WHITTLESEA**  
of Locked Bag 1, Bundoora, MDC, Vic., 3083  
("the Council")

- and -

**KELVIN GROVE PASTORAL PTY. LTD.**  
of Suite 12, 39 Susan Street, Eltham  
("the Owner")

**BACKGROUND:**

- A. The Owner is registered or entitled to be registered as the proprietor of the land at 150-200 Wallan Road, Whittlesea, being the whole of the land more particularly described in Certificates of Title Volume 10840 Folio 403, Volume 10192 Folio 007 and Volume 9034 Folio 070, all of which make up the "subject site".
- B. The Council is the Responsible Authority under the Planning and Environment Act 1987 ("the Act") for the Whittlesea Planning Scheme ("the Planning Scheme").
- C. The Council issued Planning Permit No. 709900 on the 8<sup>th</sup> day of May, 2008, ("the Permit"). The Permit provides for the multi lot subdivision of the subject site in accordance with the Plans endorsed by Council.
- D. Condition 20 of the Permit refers to fences abutting open space reserves and provides as follows:-

*"Prior to the issue of a Statement of Compliance for any stage of the subdivision the permit holder must enter into an Agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987, or any other restriction deemed satisfactory by the responsible authority, that requires the future maintenance and repair of all fences (excluding the removal of graffiti) abutting open space or tree reserves be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representative whilst undertaking maintenance works to the reserve).*

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



- E. The Owner has agreed with the Council to enter into this Agreement concerning the development of the subject site in accordance with the Permit and the Plans endorsed by Council.
- F. National Australia Bank Limited is the registered Mortgagee of Mortgage No. AG348324H which encumbers the subject site.
- G. The parties agree that this Agreement will be treated as an Agreement pursuant to Section 173 of the Act.

**AGREEMENT BY THE PARTIES:**

In this Agreement, unless inconsistent with the context or subject matter -

**1 INTERPRETATION**

- 1.1. This Agreement comes into operation on the date of this Agreement.
- 1.2. The Owner's obligations set out in this Agreement are made by the Owner on the Owner's behalf and on behalf of the Owner from time to time of the subject site and each part of the subject site;
- 1.3. "The Permit" means Planning Permit 709900, as may be amended from time to time.
- 1.4. "Owner" means the person or persons registered or entitled to be registered by the Registrar of Titles as the proprietor of the subject site or any part of the subject site;
- 1.5. Words in the singular include the plural and the plural includes the singular;
- 1.6. A reference to any Legislation or Regulation includes a reference to any Legislation or Regulation that amends or replaces that Legislation or Regulation.

**2 OWNER'S OBLIGATIONS**

The Owner agrees that:-

- 2.1. The future maintenance and repair of all fences (excluding the removal of graffiti) abutting open space or the tree reserves is the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).
- 2.2. A memorandum of the Agreement is to be entered on title and the cost of the preparation and execution of the Agreement and entry of the memorandum on title is to be paid by the owner.

**AG743080G**

09/09/2009 \$107.90 173



**AG743080G**

09/09/2009 \$107.90 173



**3 COUNCIL'S OBLIGATIONS**

The Council agrees that it will issue a Statement of Compliance for any Plan of Subdivision for any stage of the subdivision once this Agreement has been executed by the owner, council construction requirements have been satisfactorily completed to council requirements, referral authorities have consented to issue of a Statement of Compliance and the Agreement has been registered on the title to the subject site.

**4 GENERAL MATTERS**

**4.1. Agreement Pursuant to Act**

The parties agree that this Agreement is made pursuant to the provisions of Section 173 of the Act.

**4.2. Subsequent Owners Bound**

The Owners must not sell, assign, transfer or dispose of any interest in the subject site otherwise than on the basis that any subsequent owner is bound by each of the covenants and agreements then in force and of effect pursuant to this Agreement.

**4.3. Further Acts**

The parties agree to sign and execute all further documents and agreements and will do all acts and things as the other party may reasonably require to give effect to this Agreement.

**4.4. No Waiver**

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

**4.5. Severance**

If any provision of this Agreement is not valid it will not affect the validity of the other provisions of this Agreement but will be severed and the other provisions of this Agreement will remain operative.

**4.6. Status of Agreement**

This Agreement constitutes the whole and entire Agreement between Council and the Owner. This Agreement supersedes any representation understanding or arrangement given or made orally or in writing by any

party to the other prior to the commencement of this Agreement.

**4.7. Amendment to Agreement**

This Agreement may not be altered or modified except by further agreement in writing signed by each of the parties.

**5 DISPUTES**

5.1. The parties agree to resolve any dispute by mediation. The parties must jointly appoint a mediator and agree to observe the instructions of the mediator about the conduct of the mediation.

5.2. If any dispute is not resolved by the mediation procedure, then the dispute may be referred by either party to the Victorian Civil and Administrative Tribunal.

**6 REGISTRATION OF AGREEMENT**

The Owner must at its expense do all such acts, matters and things including, but not limited to the signing of all documents as may be necessary to register this Agreement on the Title to the subject site pursuant to Section 181 of the Act.

**7 CONSENT OF ANY MORTGAGEE**

The Owners must obtain the written consent of any person or persons registered or entitled from time to time to be registered as Mortgagees of the subject site or any part of the subject site, such consent must be in the form annexed to this Agreement.

**8 CANCELLATION OF AGREEMENT**

Subject to the Owner completing all of the obligations imposed on it by this Agreement, Council agrees upon completion of those obligations and at the Owners request and expense to sign all documents necessary to cancel this Agreement and remove the Agreement as an encumbrance from the Title to the subject site.

**AG743080G**

09/09/2009 \$107.90 173  


IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore mentioned.

THE COMMON SEAL of WHITTLESEA CITY  
COUNCIL is affixed in the presence of: )

.....  
Chief Executive Officer

.....  
~~Councillor~~

EXECUTED by KELVIN GROVE PASTORAL )  
PTY. LTD. in accordance with Section 127 of the )  
Corporations Act 2001 )



.....  
Director (signature)

.....  
Director/Secretary (Signature)

.....  
Full Name (print)

.....  
Full Name (print)

**AG743080G**





National Australia Bank Limited A.B.N. 12 004 044 937 being registered as Mortgagee pursuant to Mortgage No. AG348324H which encumbers Certificates of Title Volume 10840 Folio 403, Volume 10192 Folio 007 and Volume 9034 Folio 070 **HEREBY CONSENTS** to the Owners entering the within Agreement.

Dated this 18<sup>th</sup> day of AUGUST 2009

Executed by National Australia Bank Limited by its Attorney **NORMAN NEIM MEKA** who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

}   
Manager  
National Australia Bank Limited

  
Signature of Witness

**DEBBIE COOPER**  
Name of Witness (Block Letters)

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	42 King Parrot Way, Whittlesea 3757
-------------	-------------------------------------

<b>Vendor's name</b>	Geoffrey George Gray	<b>Date</b> 05/June 2024
----------------------	----------------------	-----------------------------

<b>Vendor's signature</b>	DocuSigned by:  48883F761A9A488	
---------------------------	--	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>		
------------------------------	--	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>		
------------------------------	--	--

## 1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2. Road Access

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

### 3.3. Designated Bushfire Prone Area

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or 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:

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:

Not Applicable.

**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:

Not Applicable.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

**8 SERVICES**

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

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

**9 TITLE**

Attached are copies of the following documents:

**9.1 (a) Registered Title**

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

**10 SUBDIVISION**

**10.1. Unregistered Subdivision**

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

Not Applicable.

**10.2. Staged Subdivision**

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

Not Applicable.

**10.3. Further Plan of Subdivision**

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

Not Applicable.

**11 DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Not Applicable.

**12 DUE DILIGENCE CHECKLIST**

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

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

**13 ATTACHMENTS**

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

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

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

## Due diligence checklist

### What you need to know before buying a residential property

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

### Urban living

#### Moving to the inner city?

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

#### Is the property subject to an owners corporation?

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## Land boundaries

### Do you know the exact boundary of the property?

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

## Planning controls

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

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

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

### Are there any proposed or granted planning permits?

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

### Are any recent building or renovation works covered by insurance?

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

## Utilities and essential services

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

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

## Buyers' rights

### Do you know your rights when buying a property?

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

(04/10/2016)

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 04 June 2024 11:11 AM

## PROPERTY DETAILS

Address: **42 KING PARROT WAY WHITTLESEA 3757**  
Lot and Plan Number: **Lot 199 PS625342**  
Standard Parcel Identifier (SPI): **199\PS625342**  
Local Government Area (Council): **WHITTLESEA** [www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Council Property Number: **774000**  
Planning Scheme: **Whittlesea** [Planning Scheme - Whittlesea](#)  
Directory Reference: **Melway 246 E6**

## UTILITIES

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

## STATE ELECTORATES

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

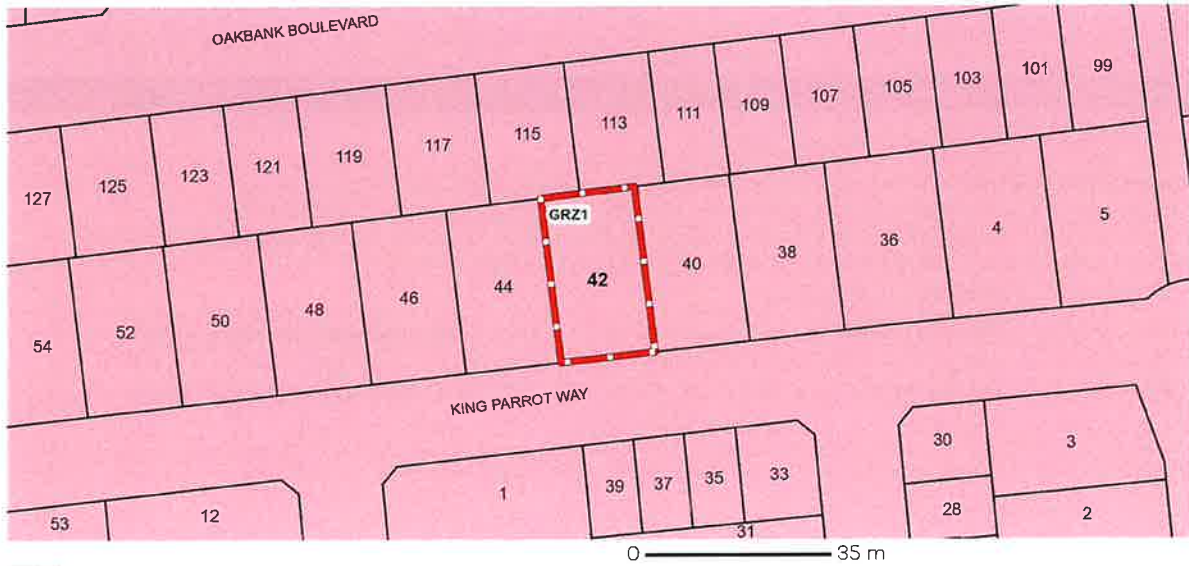
## OTHER

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

[View location in VicPlan](#)

## Planning Zones

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



**GRZ - General Residential**

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

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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(1b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



**DPO - Development Plan Overlay**

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

## Further Planning Information

Planning scheme data last updated on 29 May 2024.

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

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

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

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

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

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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 PROPERTY REPORT: 42 KING PARROT WAY WHITTLERSFA 3757

Page 2 of 3

## PLANNING PROPERTY REPORT

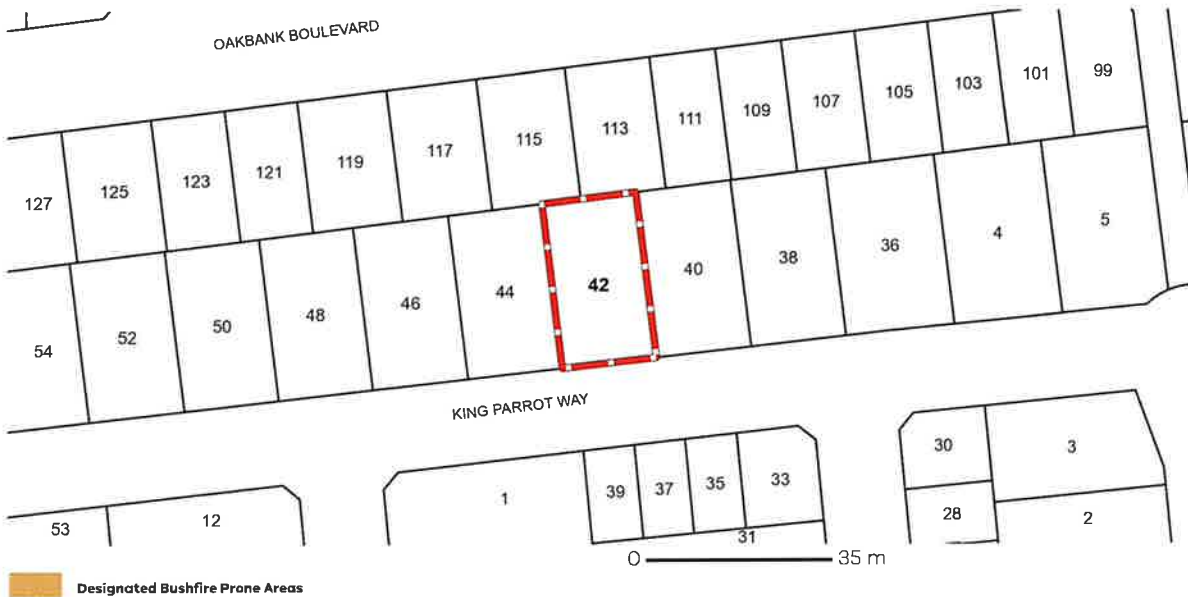


### Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

### Native Vegetation

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

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

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

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# PROPERTY REPORT



From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 04 June 2024 11:11 AM

## PROPERTY DETAILS

Address: **42 KING PARROT WAY WHITTLESEA 3757**  
Lot and Plan Number: **Lot 199 PS625342**  
Standard Parcel Identifier (SPI): **199\PS625342**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **774000**  
Directory Reference: **Melway 246 E6**

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

## SITE DIMENSIONS

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



**Area:** 566 sq. m

**Perimeter:** 99 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

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

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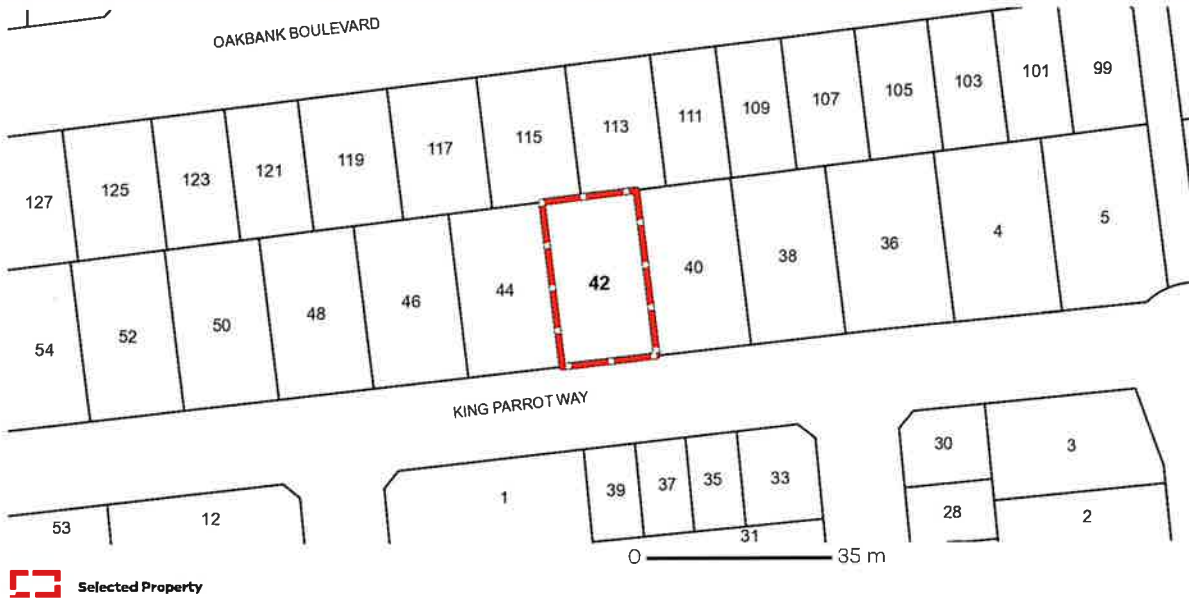
Read the full disclaimer at: <https://www.dta.vic.gov.au/privacy>

PROPERTY REPORT: 42 KING PARROT WAY WHITTLESEA 3757

# PROPERTY REPORT



## Area Map



# Valuations and Rates Notice

For the period 1 July 2023 to 30 June 2024

☎ NRS 133 677 ask for (03) 9217 2170

📞 Phone (03) 9217 2170

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

Terms and Conditions apply

330 Hartt Waste

Green Waste

Timber Waste

Brick & Rubble Waste



G G Gray  
 42 King Parrot Way  
 WHITTLESEA VIC 3757



025  
 1023922  
 R5\_15389

Issue Date 25/08/2023

Assessment Number  
**0774000**

For emailed notices register at [whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
 Reference No: 4AE54A873L

**Property Details** 42 King Parrot Way WHITTLESEA VIC 3757  
 LOT 199 PS 625342L  
 Owner : G G Gray

**Valuation Details**

Site Value	Capital Improved Value	Net Annual Value
\$380,000	\$625,000	\$31,250
Level of value date 01/01/2023		Valuation operative date 01/07/2023
AVPCC 110 Detached Dwelling		

**Rates and Charges**

Council Charges		
General rate 31,250 x 0.04724460		\$1,476.39
Food/Green waste bin charge 1 x 105.15		\$105.15
Waste Service Charge (Res/Rural) 1 x 171.45		\$171.45
State Government Charges		
Fire services charge (Res) 1 x		\$125.00
Fire services levy (Res) 625,000 x 0.00004600		\$28.75
Waste Landfill Levy Res/Rural 1 x 11.85		\$11.85
<b>Total</b>		<b>\$1,918.59</b>

**INSTALMENT 1**  
 \* **\$481.59**  
 Due By 30/09/2023

**INSTALMENT 2**  
**\$479.00**  
 Due By 30/11/2023

**INSTALMENT 3**  
**\$479.00**  
 Due By 28/02/2024

**INSTALMENT 4**  
**\$479.00**  
 Due By 31/05/2024

**\*If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

**LUMP SUM**  
**\$1,918.59**  
 Due By 15/02/2024

Payments received after 15 August 2023 may not be included on this notice

Scan here to pay



**Where to pay**

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

**Phone 1300 301 185**

**Council Offices**  
 Hours - 8.30am to 5.00 pm Mon. to Fri.  
 (except public holidays).

**Bill Code: 5157**  
**Ref: 0774000**

BPAY\* this payment via internet or phone banking.  
 BPAY View\* - View and pay this bill using internet banking  
 BPAY View Registration No.: 0774000

**Billpay Code: 0350**  
**Ref: 7740002**

Pay in person at any post office, phone 13 18 16 or go to [postbillpay.com.au](http://postbillpay.com.au)  
 Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*350 7740002



\*350 7740002



# Your quarterly bill



Emailed to: goffgray54@gmail.com  
 MR G GRAY  
 42 KING PARROT WAY  
 WHITTLESEA VIC 3757

**Enquiries** 1300 304 688  
**Faults (24/7)** 13 27 62

---

**Account number** 47 3635 8875  
**Invoice number** 4739 2377 92852  
**Issue date** 9 May 2024  
 42 KING PARROT WAY  
 WHITTLESEA

---

**Property address** WHITTLESEA  
**Property reference** 5022920, LOT 199  
 Tax Invoice Yarra Valley Water ABN 93 066 902 507

## Summary

<b>Previous bill</b>	\$366.65
Payment received thank you	-\$366.85
Balance carried forward	\$0.00
<b>This bill</b>	
<b>Usage charges</b>	\$169.71
<b>Service charges</b>	
Water supply system	\$20.03
Sewerage system	\$114.47
<b>Other authority charges</b>	
Waterways	\$16.13
Parks	\$21.10
<b>Total this bill (GST does not apply)</b>	<b>\$336.44</b>
<b>Total balance</b>	<b>\$336.44</b>

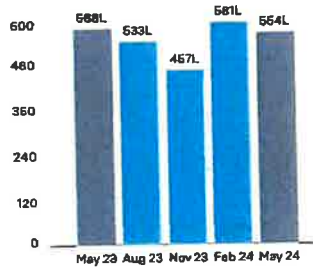


**Important note**  
 Your bill includes the parks charge, which is now billed quarterly.

- Usage charges
- Service charges
- Other authority charges

## Your household's daily water use

Target 150L of water use per person, per day.



3042 473923779265 2

## Your daily spend

This bill compared to the same time last year.  
 Excludes other authority charges.



## How to pay



**Direct Debit**  
 Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.com.au/directdebit) or call 1300 304 688.

**Centrapay**  
 Arrange regular deductions from your Centrapay payments. Visit [yvw.com.au/paying](http://yvw.com.au/paying) CRN reference: 556 054 1187

**EFT**  
 Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

**Credit card**  
 Online: [yvw.com.au/paying](http://yvw.com.au/paying)  
 Phone: 1300 362 332

Account name:  
 Yarra Valley Water  
 BSB: 033-085  
 Account number: 473695947

**Post Billpay®**  
 Pay in person at any post office, by phone on 13 18 16 or at [postbillpay.com.au](http://postbillpay.com.au)  
 Biller code: 3042  
 Ref: 4739 2377 92852

**BPAY®**  
 Biller code: 344366  
 Ref: 473 8958 8763

MR G GRAY  
**Account number** 47 3635 8875  
**Invoice number** 4739 2377 92852  
**Total due** **\$336.44**  
**Due date** **30 May 2024**  
**Amount paid** \$

### Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAF159519	2,203kL	2,157kL	46kL (83 days)
From 15 Feb 2024 - 8 May 2024			
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	36,520kL ×	\$3.3438 =	\$122.12
STEP 2 (441-880 litres per day)	8,480kL ×	\$4.3873 =	\$41.59
<b>Total</b>	<b>45,000kL</b>		<b>\$163.71</b>
<b>Total usage charges</b>			<b>\$163.71</b>

### Your charges explained

- **Water and sewer usage charge**  
15 February 2024 - 8 May 2024  
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**  
1 April 2024 - 30 June 2024  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
1 April 2024 - 30 June 2024  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
  - Waterways charge**  
1 April 2024 - 30 June 2024  
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. Rural customers are charged less to reflect reduced services compared to urban customers. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
  - Parks charge**  
1 April 2024 - 30 June 2024  
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

### Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on 1800 884 789 or visit [yvwm.com.au/financialhelp](http://yvwm.com.au/financialhelp). Registering your concession can also reduce the amount you need to pay. Please call us on 1800 880 824 or visit [yvwm.com.au/concession](http://yvwm.com.au/concession).

### Contact us

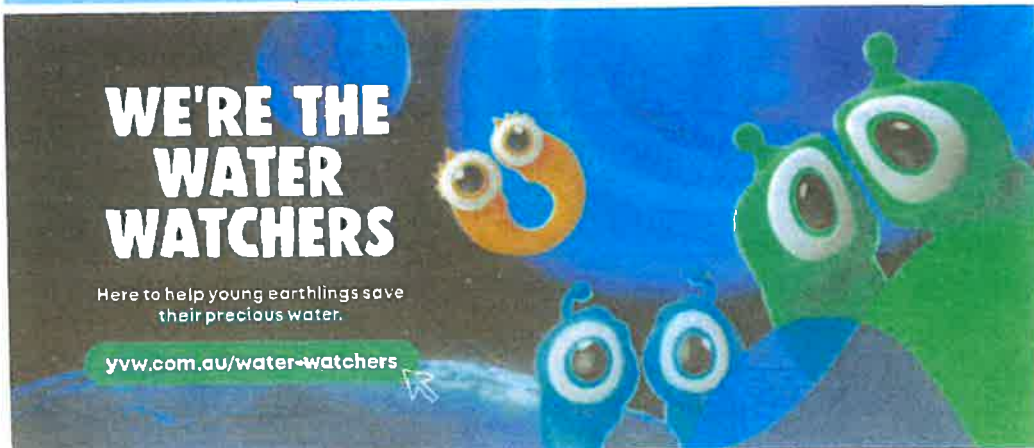
📞 Enquiries	1300 804 888	For language assistance	
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية	1800 814 261
✉️ <a href="mailto:enquiry@yvwm.com.au">enquiry@yvwm.com.au</a>		普通话	1300 821 382
🌐 <a href="http://yvwm.com.au">yvwm.com.au</a>		日本語	1300 831 864
📞 TTY Voice Calls	133 677	普通话	1300 827 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9544 4773	

### Next meter reading:
















Between 5-12 Aug 2024

### Spotted a burst or leak?

- 📍 To report an issue visit [yvwm.com.au/reportfault](http://yvwm.com.au/reportfault)
- 📱 Download and use the Snap Send Solve app
- 📞 Call our 24/7 emergency hotline on 13 27 62
- 🗺️ View our live faults map at [faults.yvwm.com.au](http://faults.yvwm.com.au)





<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30419484</b>	<b>Address</b> 42 KING PARROT WAY WHITTLESEA 3757		 <b>Yarra Valley Water</b> ABN 93 066 902 501
	<b>Date</b> 08/10/2018		
	<b>Scale</b> 1:1000		
Existing Tille  Access Point Number  GLV2-42 Proposed Tille  Sewer Manhole  MW Drainage Underground Centreline  Easement  Sewer Pipe Flow  MW Drainage Manhole  Existing Sewer  Sewer Offset  MW Drainage Natural Waterway  Abandoned Sewer  Sewer Branch 	Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;		

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

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

VOLUME 11256 FOLIO 668

Security no : 124115528293W  
Produced 04/06/2024 11:09 AM

LAND DESCRIPTION

Lot 199 on Plan of Subdivision 625342L.  
PARENT TITLE Volume 11162 Folio 336  
Created by instrument PS625342L 28/02/2011

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
GEOFFREY GEORGE GRAY of 42 KING PARROT WAY WHITTLESEA VIC 3757  
AS126588F 30/04/2019

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AH850811L 21/03/2011

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  
AG743080G 09/09/2009

DIAGRAM LOCATION

SEE PS625342L 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: 42 KING PARROT WAY WHITTLESEA VIC 3757

DOCUMENT END




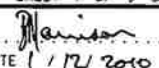
Delivered from the LANDATA® System by InfoTrack Pty Ltd.

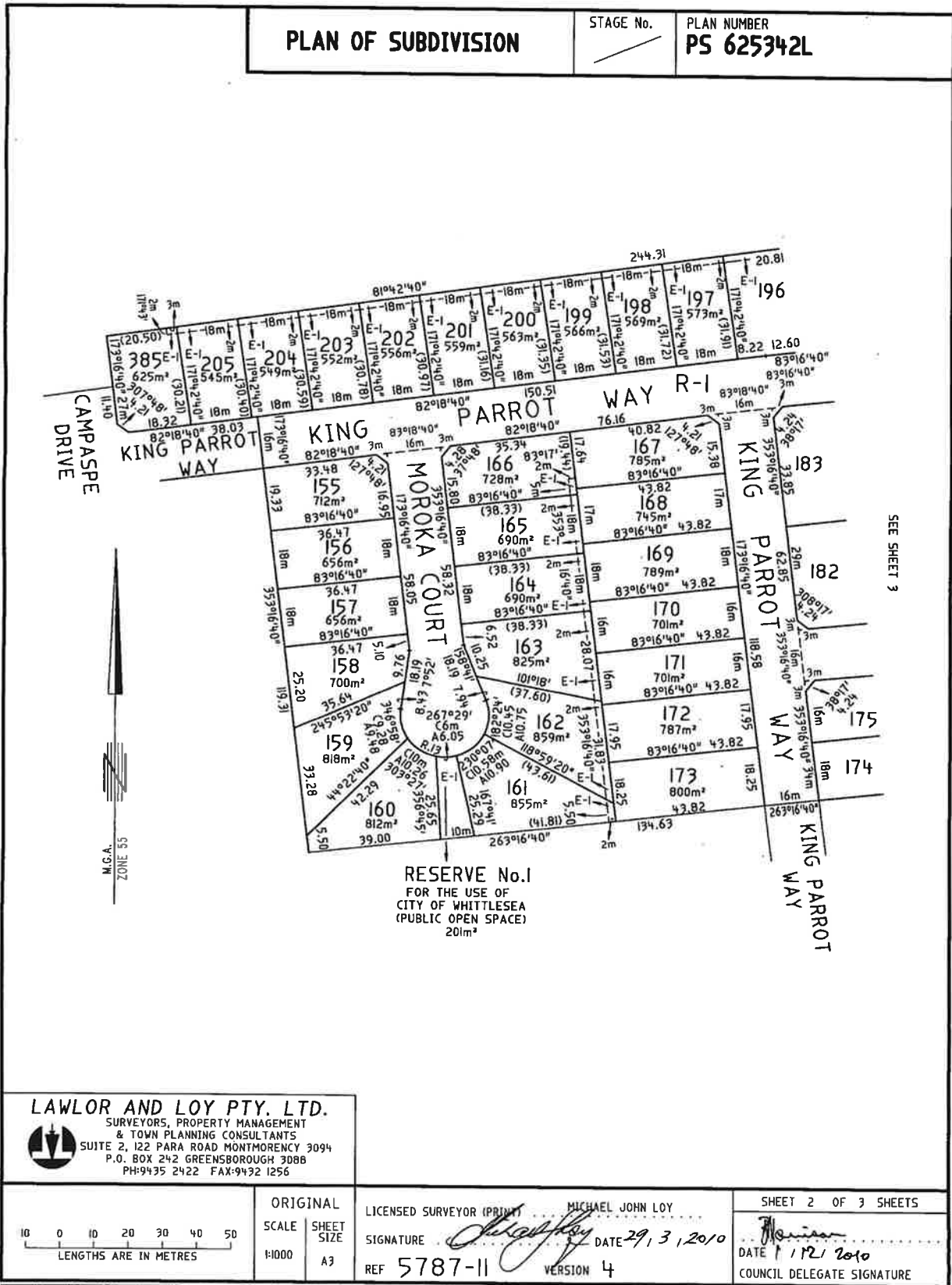
The information supplied by InfoTrack (LEAP) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.



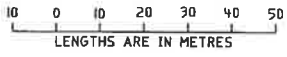
Delivered by LANDATA®, timestamp 04/08/2024 11:10 Page 1 of 3  
 © State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

**PS625342L**

<b>PLAN OF SUBDIVISION</b>		STAGE No. /	LRS USE ONLY <b>EDITION 1</b>	PLA <b>PS</b>	25/02/2011 \$7524.30 PS 																					
<b>LOCATION OF LAND</b> PARISH: TOOROURRONG TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: _____ CROWN PORTION: 6 (PART) TITLE REFERENCES: C/T VOL 11162 FOL 336 LAST PLAN REFERENCE/S: LOT 1, PS.625339Y POSTAL ADDRESS: KING PARROT WAY WHITTLESEA 3757 M.G.A. Co-ordinates E 933 200 ZONE: 55 (of approx. centre of land in plan) N 5 847 700		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> COUNCIL NAME _____ REF: 607018 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 7 / 12 / 2009 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____ Council Delegate _____ Council Seal _____ Date _____ / _____ / _____ Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate _____ Council Seal _____ Date 1 / 12 / 2010 																								
<b>VESTING OF ROADS AND/OR RESERVES</b> IDENTIFIER COUNCIL/BODY/PERSON ROADS R-1 CITY OF WHITTLESEA RESERVE No.1 CITY OF WHITTLESEA RESERVE No.2 CITY OF WHITTLESEA RESERVE No.3 SPI ELECTRICITY PTY LTD		<b>NOTATIONS</b> STAGING This is not a staged subdivision. Planning permit No. 709900 (DEVELOPMENT) DEPTH LIMITATION DOES NOT APPLY BEARINGS SHOWN ARE ON M.G.A. DATUM LOTS 1 TO 154 (BOTH INCLUSIVE) AND LOTS 206 TO 384 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN LOTS A TO G (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN																								
AREA OF ROADS : 1.259ha  SURVEY. THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) PM18 & PM32 IN PROCLAIMED SURVEY AREA No.																										
<b>EASEMENT INFORMATION</b> LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		<b>LRS USE ONLY</b> STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  DATE 25 / 2 / 11  LRS USE ONLY PLAN REGISTERED TIME 9.03am DATE 28 / 2 / 11  KEVIN BUHAGIAR Assistant Registrar of Titles SHEET 1 OF 3 SHEETS																								
<table border="1"> <thead> <tr> <th>Easement Reference</th> <th>Purpose</th> <th>Width (Metres)</th> <th>Origin</th> <th>Land Benefited/In Favour Of</th> </tr> </thead> <tbody> <tr> <td>E-1 &amp; E-2</td> <td>DRAINAGE SEWERAGE</td> <td>SEE DIAG. (SHEETS 2 &amp; 3)</td> <td>THIS PLAN</td> <td>LOTS ON THIS PLAN YARRA VALLEY WATER LIMITED</td> </tr> <tr> <td>E-2</td> <td>POWERLINE</td> <td>SEE DIAG. (SHEET 3)</td> <td>THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000</td> <td>SPI ELECTRICITY PTY LTD</td> </tr> <tr> <td>R-1</td> <td>WAY, DRAINAGE, SEWERAGE AND SUPPLY OF WATER, ELECTRICITY, TELEPHONE SERVICES AND GAS</td> <td>SEE DIAG. (SHEETS 2 &amp; 3)</td> <td>THIS PLAN</td> <td>LAND IN THIS PLAN</td> </tr> </tbody> </table>	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	E-1 & E-2	DRAINAGE SEWERAGE	SEE DIAG. (SHEETS 2 & 3)	THIS PLAN	LOTS ON THIS PLAN YARRA VALLEY WATER LIMITED	E-2	POWERLINE	SEE DIAG. (SHEET 3)	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD	R-1	WAY, DRAINAGE, SEWERAGE AND SUPPLY OF WATER, ELECTRICITY, TELEPHONE SERVICES AND GAS	SEE DIAG. (SHEETS 2 & 3)	THIS PLAN	LAND IN THIS PLAN	<b>LAWLOR AND LOY PTY. LTD.</b> SURVEYORS, PROPERTY MANAGEMENT & TOWN PLANNING CONSULTANTS SUITE 2, 122 PARA ROAD MONTMORENCY 3094 P.O. BOX 242 GREENSBOROUGH 3088 PH:9435 2422 FAX:9432 1256		LICENSED SURVEYOR (PRINT) MICHAEL JOHN LOY SIGNATURE  DATE 29 / 3 / 2010 REF 5787-11 VERSION 4		 DATE 1 / 12 / 2010 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	
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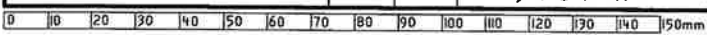
**LAWLOR AND LOY PTY. LTD.**  
SURVEYORS, PROPERTY MANAGEMENT  
& TOWN PLANNING CONSULTANTS  
SUITE 2, 122 PARA ROAD MONTMORENCY 3094  
P.O. BOX 242 GREENSBOROUGH 3088  
PH:9435 2422 FAX:9432 1256



ORIGINAL  
SCALE SHEET  
1:1000 A3

LICENSED SURVEYOR (PRINT) MICHAEL JOHN LOY  
SIGNATURE *[Signature]* DATE 29, 3, 2010  
REF 5787-11 VERSION 4

SHEET 2 OF 3 SHEETS  
DATE 1/12/2010  
COUNCIL DELEGATE SIGNATURE



SEE SHEET 3



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Lot 199.

# Transfer of Land

## Section 45 Transfer of Land Act 1958

**AH850811L**

21/03/2011 \$489 45  


Lodged by:

Name:  
Phone:  
Address:

Reference:  
Customer Code:

**Scott Ashwood P/L N° 6**  
**CUSTOMER PICKUP**  
**CODE: 13852V**

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Volume **11256** Folio **668**

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

all its estate and interest in fee simple

Consideration:

\$149,000.00

Transferor: (full name)

KELVIN GROVE PASTORAL PTY LTD ACN 101 900 592

Transferee: (full name and address including postcode)

SHARON BROWN of Unit 1 1 Greenview Court, Epping 3076

Directing Party: (full name)

Creation and/or Reservation of Easement and/or Restrictive Covenant :

The Transferee, with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. 625342L other than the Lot hereby transferred and the burden of this covenant shall be annexed to and run at law and in equity with the Lot hereby transferred DOES HEREBY for itself and successors in title and as separate covenants COVENANTS with the Transferor, its successors in title and other registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision other than the Lot hereby transferred that the Tranferee must not:

- (i) construct or permit to be constructed more than one single dwelling to be constructed with new materials, the size of which is to be not less than 150 square metres excluding the usual outbuildings.

563086A

Order to Register

Duty Use Only

# T2

Please register and issue Certificate of Title to


\*Law Perfect Pty Ltd  
Page 1 of 2

Signed

Customer Code:

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Scott Ashwood Pty Ltd	
DRS	AP 414
Vic Duty	\$3,220.00
Consideration	\$149,000.00
Trans No.	3455/2011
Endorse Date	18/03/2011
Section s57J (PPR)	Original
LYNNEA Signature	

200601682

AND it is intended that this Covenant shall be set out as an encumbrance on any Certificate of Title issued for the Lots hereby transferred.

Dated: 15/3/11

Execution and attestation

THE COMMON SEAL of KELVIN GROVE PASTORAL PTY LTD ACN 101 900 592 was hereunto affixed in the presence of its authorised officers:



Director [Signature]

Full name & Usual address

Philip Steven Sly of 9 Hillview Court, Kangaroo Ground 3097

Director/Secretary [Signature]

Full name & Usual address

Rodney William Holland of 2 Hillmartin Road, Diamond Creek 3089



Signed by SHARON BROWN in the presence of:

Witness: [Signature]

[Signature] SHARON BROWN

ABN: 32 774 428 786  
TOP 6 & 7 GREENBROOK SHOPPING CENTRE  
53 McDONALDS ROAD  
SPRING VICTORIA 307

563086A

Order to Register

Duty Use Only

T2

Please register and issue Certificate of Title to

\*Law Perfect Pty Ltd  
Page 2 of 2

Signed

Customer Code:

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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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FORM 9.1

AG743080G

09/09/2009 \$107.90 173



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

s. 181(1)

*Planning and Environment Act 1987*

**Lodged at the Land Titles Office by :**

**Name :** Lawlor and Loy Pty. Ltd., Land Surveyors

**Phone :** (03) 9435.2422 - Michael Loy

**Address :** P.O. Box 242, Greensborough, Vic., 3088

**Ref:** 5787 **Customer Code :** 08047C

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

**Land :** Certificate of Title Volume 10840 Folio 403,  
Certificate of Title Volume 10192 Folio 007, and  
Certificate of Title Volume 9034 Folio 070.

**Authority :** Whittlesea City Council of Locked Bag 1, Bundoora, MDC, 3083

**Section and Act under which Agreement made :**

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

**Signature of Officer :**

**Name of Officer :**

DAVID TURPIN

**Position Held :**

CEO

**Dated :**

24/8/09

**AG743080G**



**CITY OF WHITTLESEA**

and

**KELVIN GROVE PASTORAL PTY. LTD.**

---

**SECTION 173 AGREEMENT**

---

**Property : 150-200 Wallan Road, Whittlesea**

**LAWLOR & LOY PTY. LTD.**  
Land Surveyors, Property Management  
& Town Planning Consultants,  
PO Box 242, Greensborough 3088

Tel: 9435 2422  
Fax: 9432 1256  
Ref No: 5787

**AGREEMENT  
SECTION 173 PLANNING AND ENVIRONMENT ACT 1987**

**THIS AGREEMENT** is made the 27<sup>TH</sup> day of AUGUST 2009

**BETWEEN:**

**CITY OF WHITTLESEA**  
of Locked Bag 1, Bundoora, MDC, Vic., 3083  
("the Council")

- and -

**KELVIN GROVE PASTORAL PTY. LTD.**  
of Suite 12, 39 Susan Street, Eltham  
("the Owner")

**BACKGROUND:**

- A. The Owner is registered or entitled to be registered as the proprietor of the land at 150-200 Wallan Road, Whittlesea, being the whole of the land more particularly described in Certificates of Title Volume 10840 Folio 403, Volume 10192 Folio 007 and Volume 9034 Folio 070, all of which make up the "subject site".
- B. The Council is the Responsible Authority under the Planning and Environment Act 1987 ("the Act") for the Whittlesea Planning Scheme ("the Planning Scheme").
- C. The Council issued Planning Permit No. 709900 on the 8<sup>th</sup> day of May, 2008, ("the Permit"). The Permit provides for the multi lot subdivision of the subject site in accordance with the Plans endorsed by Council.
- D. Condition 20 of the Permit refers to fences abutting open space reserves and provides as follows:-

*"Prior to the issue of a Statement of Compliance for any stage of the subdivision the permit holder must enter into an Agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987, or any other restriction deemed satisfactory by the responsible authority, that requires the future maintenance and repair of all fences (excluding the removal of graffiti) abutting open space or tree reserves be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representative whilst undertaking maintenance works to the reserve).*

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



- E. The Owner has agreed with the Council to enter into this Agreement concerning the development of the subject site in accordance with the Permit and the Plans endorsed by Council.
- F. National Australia Bank Limited is the registered Mortgagee of Mortgage No. AG348324H which encumbers the subject site.
- G. The parties agree that this Agreement will be treated as an Agreement pursuant to Section 173 of the Act.

**AGREEMENT BY THE PARTIES:**

In this Agreement, unless inconsistent with the context or subject matter -

**1 INTERPRETATION**

- 1.1. This Agreement comes into operation on the date of this Agreement.
- 1.2. The Owner's obligations set out in this Agreement are made by the Owner on the Owner's behalf and on behalf of the Owner from time to time of the subject site and each part of the subject site;
- 1.3. "The Permit" means Planning Permit 709900, as may be amended from time to time.
- 1.4. "Owner" means the person or persons registered or entitled to be registered by the Registrar of Titles as the proprietor of the subject site or any part of the subject site;
- 1.5. Words in the singular include the plural and the plural includes the singular;
- 1.6. A reference to any Legislation or Regulation includes a reference to any Legislation or Regulation that amends or replaces that Legislation or Regulation.

**2 OWNER'S OBLIGATIONS**

The Owner agrees that:-

- 2.1. The future maintenance and repair of all fences (excluding the removal of graffiti) abutting open space or the tree reserves is the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).
- 2.2. A memorandum of the Agreement is to be entered on title and the cost of the preparation and execution of the Agreement and entry of the memorandum on title is to be paid by the owner.

**AG743080G**

09/09/2009 \$107.90 173



**AG743080G**

09/09/2009 \$107.90 173



**3 COUNCIL'S OBLIGATIONS**

The Council agrees that it will issue a Statement of Compliance for any Plan of Subdivision for any stage of the subdivision once this Agreement has been executed by the owner, council construction requirements have been satisfactorily completed to council requirements, referral authorities have consented to issue of a Statement of Compliance and the Agreement has been registered on the title to the subject site.

**4 GENERAL MATTERS**

**4.1. Agreement Pursuant to Act**

The parties agree that this Agreement is made pursuant to the provisions of Section 173 of the Act.

**4.2. Subsequent Owners Bound**

The Owners must not sell, assign, transfer or dispose of any interest in the subject site otherwise than on the basis that any subsequent owner is bound by each of the covenants and agreements then in force and of effect pursuant to this Agreement.

**4.3. Further Acts**

The parties agree to sign and execute all further documents and agreements and will do all acts and things as the other party may reasonably require to give effect to this Agreement.

**4.4. No Waiver**

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

**4.5. Severance**

If any provision of this Agreement is not valid it will not affect the validity of the other provisions of this Agreement but will be severed and the other provisions of this Agreement will remain operative.

**4.6. Status of Agreement**

This Agreement constitutes the whole and entire Agreement between Council and the Owner. This Agreement supersedes any representation understanding or arrangement given or made orally or in writing by any

party to the other prior to the commencement of this Agreement.

**4.7. Amendment to Agreement**

This Agreement may not be altered or modified except by further agreement in writing signed by each of the parties.

**5 DISPUTES**

- 5.1. The parties agree to resolve any dispute by mediation. The parties must jointly appoint a mediator and agree to observe the instructions of the mediator about the conduct of the mediation.
- 5.2. If any dispute is not resolved by the mediation procedure, then the dispute may be referred by either party to the Victorian Civil and Administrative Tribunal.

**6 REGISTRATION OF AGREEMENT**

The Owner must at its expense do all such acts, matters and things including, but not limited to the signing of all documents as may be necessary to register this Agreement on the Title to the subject site pursuant to Section 181 of the Act.

**7 CONSENT OF ANY MORTGAGEE**

The Owners must obtain the written consent of any person or persons registered or entitled from time to time to be registered as Mortgagees of the subject site or any part of the subject site, such consent must be in the form annexed to this Agreement.

**8 CANCELLATION OF AGREEMENT**

Subject to the Owner completing all of the obligations imposed on it by this Agreement, Council agrees upon completion of those obligations and at the Owners request and expense to sign all documents necessary to cancel this Agreement and remove the Agreement as an encumbrance from the Title to the subject site.



**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first hereinbefore mentioned.

**THE COMMON SEAL of WHITTLESEA CITY )  
COUNCIL is affixed in the presence of: )**

.....  
Chief Executive Officer

.....  
~~Councillor~~

**EXECUTED by KELVIN GROVE PASTORAL )  
PTY, LTD. in accordance with Section 127 of the )  
Corporations Act 2001 )**



.....  
Director (signature)

.....  
Director/Secretary (Signature)

.....  
Full Name (print)

.....  
Full Name (print)

**AG743080G**

09/09/2009 \$107.90 173





AG743080G  
09/09/2009 \$107.90 173

National Australia Bank Limited A.B.N. 12 004 044 937 being registered as Mortgagee pursuant to Mortgage No. AG348324H which encumbers Certificates of Title Volume 10840 Folio 403, Volume 10192 Folio 007 and Volume 9034 Folio 070 **HEREBY CONSENTS** to the Owners entering the within Agreement.

Dated this 18<sup>th</sup> day of AUGUST 2009

Executed by National Australia Bank Limited by its Attorney  
**NORMAN NEIM MEKA**  
who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

  
} Manager  
National Australia Bank Limited

  
Signature of Witness

**DEBBIE COOPER**  
Name of Witness (Block Letters)

