

Contract of Sale of Land

Property:

7 Wedgetail Drive, Whittlesea VIC 3757

Mountain Ranges Conveyancing Pty Ltd
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:2275

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2023

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2023

Print names(s) of person(s) signing: Ryan James O'Neal and Jessica Ann O'Neal

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea
Address: Shop 1, 75 Church Street, Whittlesea VIC 3757
Email: deanzammit@stonerealestate.com.au
Tel: 03 9716 2000 Mob: 0405 140 704 Fax: Ref: Dean Zammit

Vendor

Name: Ryan James O'Neal and Jessica Ann O'Neal
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Mountain Ranges Conveyancing Pty Ltd
Address: Whittlesea VIC 3757
PO Box 346, Whittlesea VIC 3757
Email: kathryn@mountainrangesconveyancing.com.au
Tel: 03 9923 7493 Mob: 0491 286 220 Fax: Ref: 2275

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: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11972 Folio 812	3	PS 746762L

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 7 Wedgetail Drive, Whittlesea VIC 3757

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

All fittings and fixtures of a permanent nature, as inspected

Payment

Price \$

Deposit \$ by / / 2023 (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof. The Purchaser having been supplied with the Statement required by Section 32(2)(c) of the Sale of Land (Amendment) Act 1982 purchases subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.

4. GST Withholding Notice

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property. By signing this Contract of Sale, the Purchaser hereby accepts this Special Condition as the required notice pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth) and in accordance with General Condition 25.3 of this Contract of Sale.

5. Identity of the Land

The Purchaser hereby acknowledges and agrees that 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. The Purchaser may not make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements or require the Vendor to amend Title or pay any costs of amending Title.

6. Solar

If the property includes solar panels, the purchaser acknowledged that:

- i. The Vendor makes no warranties as to the condition of the solar panels; and
- ii. The Vendor makes no warranties as to any savings that may be available to the purchaser as a result of the existence of the solar panels; and
- iii. The purchaser must comply with any relevant regulations imposed currently or in the future by any regulatory authority which may apply to the solar panels and will not call upon the Vendors for any matter relating to the same; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor, against any non-compliance of any regulation by the Vendor from the day of sale.

7. Auction

If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

8. Chattels

The property in any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the purchase price.

9. Guarantee

If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

10. Default

10.1 The Vendor gives notice to the Purchaser that, if the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Purchaser will be required to pay, in addition to interest payable on the balance of the purchase monies under the Contract, the following losses and expenses (Compensation) which the Vendor may incur:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for Settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between solicitor and Vendor on a full indemnity basis;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property; and
- (f) any further costs, damages or loss whatsoever sustained by the Vendor as a result of the Purchaser's failure to complete as aforesaid.

10.2 The Vendor's right to receive payment of the losses and expenses referred to in Special Condition 10.1 shall be in addition to the rights conferred on the Vendor pursuant to General Condition 35.4.

10.3 The purchaser expressly acknowledges and agrees that;

- (a) the Vendor shall not be required to complete Settlement unless an amount equivalent to the Compensation being claimed by the Vendor is tendered by the Purchaser at Settlement; and
- (b) Compensation will continue to accrue until settlement is effected.

11. Variation

Any Variation to this Contract shall not be binding unless it is in writing by or on behalf of both Vendor and Purchaser and, without limiting the foregoing, may be signed electronically, by Counterpart execution or exchange of e-mails or a combination of. In any such Variation, it is warranted, acknowledged, and agreed that each party's Conveyancer has Authority to complete Variations to this Contract for their respective Clients, and any such Variation shall not constitute a new Contract, and where the Cooling Off rights of the Purchaser have expired or do not apply, such Variation does not add; trigger or recommence any Cooling Off rights for the Purchaser.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 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.
- 13.10 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.
- 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:
- immediately applied for the loan; and
 - did everything reasonably required to obtain approval of the loan; and
 - serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling

within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the

Sale of Land Act 1962; and

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE and INDEMNITY

I/We, of

And , of

being the **Sole Director / Directors** of

of (called the "Guarantors")

IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.

This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

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

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

this day of 2023

SIGNED by the said)
)
)

 Print Name: Director (Sign)

in the presence of:)
)
)

 Witness:



Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	7 WEDGETAIL DRIVE, WHITTLESEA VIC 3757
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Vendor's name	Ryan James O'Neal	Date
Vendor's signature		22/06/2023
Vendor's name	Jessica Ann O'Neal	Date
Vendor's signature		19/06/2023

Purchaser's name		Date
Purchaser's signature	_____	/ /
Purchaser's name		Date
Purchaser's signature	_____	/ /

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$4,000.00

Authority	Amount
(1) Whittlesea Council	\$2,587.85
(2) Yarra Valley Water	\$743.80

Any further amounts for which the purchaser(s) may become liable as a consequence of the purchase are as set out below:-

- Owners Corporation fees, including fees for any Owners Corporation which was not operative at the Day of Sale but which may become operative after the Day of Sale, and/or any Special Levies struck after the Day of Sale (if applicable);
- Land Tax, if the property has been assessed for Land Tax after this Vendor's Statement has been prepared. The Purchaser will also be responsible for and Land Tax assessed for following years if the property is not exempt as the Purchaser's principal place of residence;
- Annual increases in all rates and outgoings if the Day of Sale falls into the next rating period after this Vendor's Statement was prepared.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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



3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows

Other than those disclosed herein, none to the Vendors' knowledge. The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

Is attached

13. ATTACHMENTS

1. Register Search Statement
2. Plan PS746762L
3. Section 173 Agreement AJ924680W, AM204109Q, AQ533104E
4. VicPlan Planning Property Report;
5. Yarra Valley Water Information Statement;
6. City of Whittlesea rates notice;
7. Building Permit;
8. Occupancy Permit;
9. Builders Warranty Insurance; and
10. GAIC Certificate.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11972 FOLIO 812

Security no : 124106688976A
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LAND DESCRIPTION

Lot 3 on Plan of Subdivision 746762L.
PARENT TITLE Volume 11611 Folio 429
Created by instrument PS746762L 06/04/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
RYAN JAMES O'NEAL
JESSICA ANN O'NEAL both of 16 THOMSON PARK DRIVE WHITTLESEA VIC 3757
AQ960655F 27/04/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR845980D 17/01/2019
COMMONWEALTH BANK OF AUSTRALIA

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
AJ924680W 21/09/2012

AGREEMENT Section 173 Planning and Environment Act 1987
AM204109Q 24/09/2015

AGREEMENT Section 173 Planning and Environment Act 1987
AQ533104E 08/12/2017

DIAGRAM LOCATION

SEE PS746762L 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: 7 WEDGETAIL DRIVE WHITTLESEA VIC 3757

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 17/01/2019



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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

Page 2 of 2

DOCUMENT END



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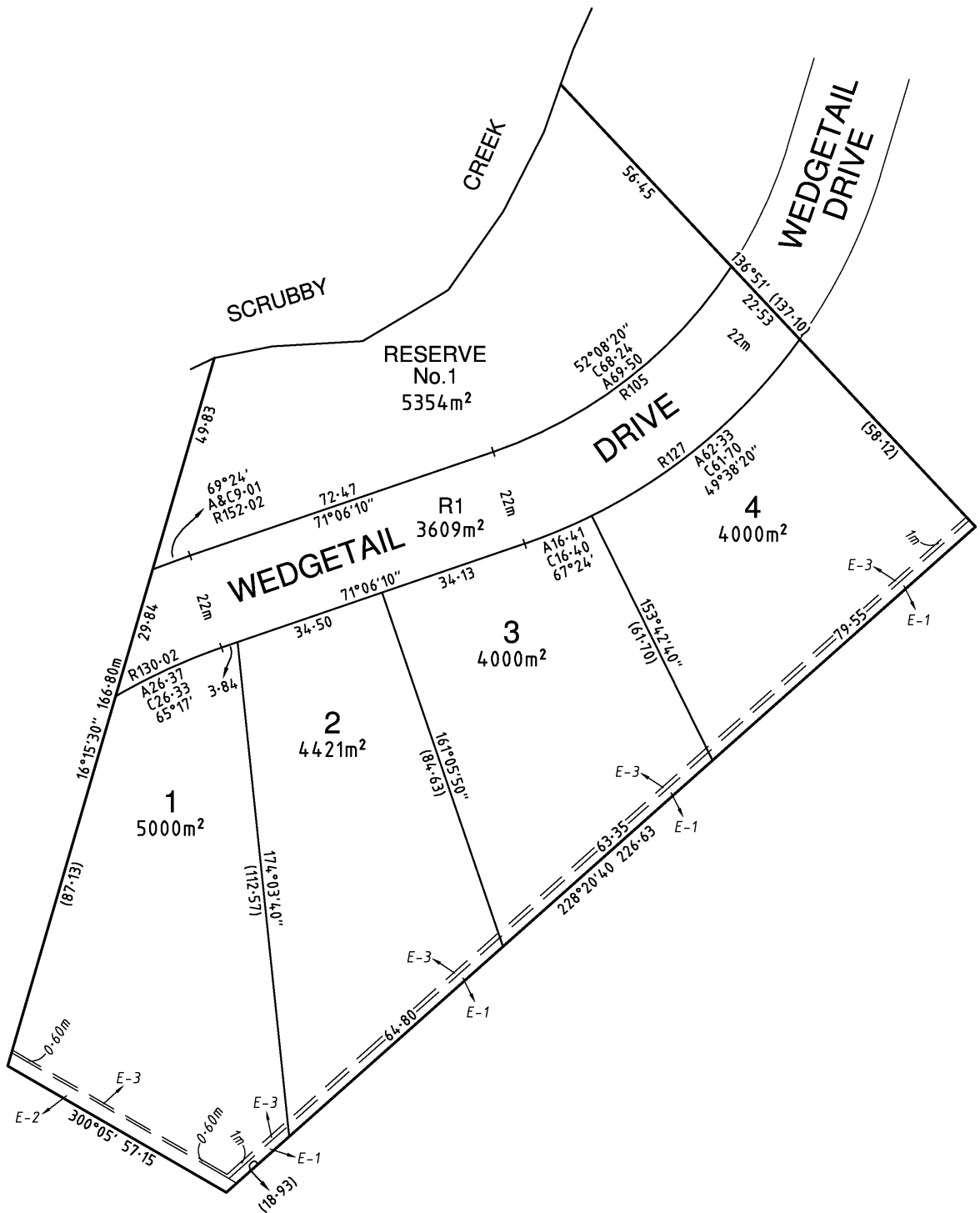
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PLAN OF SUBDIVISION		EDITION 1	PS 746762L	
LOCATION OF LAND PARISH : TOOROURRONG TOWNSHIP : - - - - SECTION : - - - - CROWN ALLOTMENT : - - - - CROWN PORTION : 5 (PART) TITLE REFERENCE : VOL.11611 FOL.429 LAST PLAN REFERENCE : PS 730379Y (LOT B) POSTAL ADDRESS : 1B DUNNART BOULEVARD (At time of subdivision) WHITTLESEA, 3757 MGA94 Co-ordinates (of approx centre of land in plan) E 335 940 ZONE: 55 N 5847 470 GDA 94		Council Name: Whittlesea City Council Council Reference Number: 609440 Planning Permit Reference: 609153 SPEAR Reference Number: S099461S Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 20/03/2018) Digitally signed by: Courtney Sheridan Turner for Whittlesea City Council on 22/08/2017 Statement Of Compliance issued: 20/03/2018		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY		
ROAD R1 RESERVE No.1	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL	SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. 609153 This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.		
NOTATIONS				
EASEMENT INFORMATION				
LEGEND		A - Appurtenant Easement	E - Encumbering Easement	R - Encumbering Easement (Road)
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2	PS 641367C	YARRA VALLEY WATER LIMITED
E-2	SEWERAGE	3	PS 641367C	YARRA VALLEY WATER LIMITED
E-2	DRAINAGE	3	PS 641367C	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LIMITED
E-3	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL
TGM Group 765 Glenferrie Road (PO Box 2304) Hawthorn Vic 3122 T 03 8862 9333 F 03 9819 4909 ABN 11 125 568 461 www.tgmgroup.com <small>JAS-ANZ Accredited: Quality ISO 9001 - OH&S AS/NZS 4801 - Environment ISO 14001</small>		SURVEYORS FILE REF: 16389-101 DATE: 18/08/2017 Digitally signed by: Brent Kevin O'Grady (TGM Group Pty Ltd - Hawthorn), Surveyor's Plan Version (2), 21/08/2017, SPEAR Ref: S099461S		ORIGINAL SHEET SIZE: A3 Sheet 1 of 2 Sheets PLAN REGISTERED TIME: 12:01 PM DATE: 06/04/2018 Assistant Registrar of Titles

PS 746762L

M.C.A.94
ZONE 55



TGM Group
765 Glenferrie Road (PO Box 2304)
Hawthorn Vic 3122
T 03 8862 9333
F 03 9819 4909
ABN 11 125 568 461
www.tgmgroup.com
JAS-ANZ Accredited: Quality ISO 9001 - OH&S AS/NZS 4801 - Environment ISO 14001



SCALE
1:1000

LENGTHS ARE IN METRES

Digitally signed by: Brent Kevin O'Grady (TGM Group Pty Ltd - Hawthorn),
Surveyor's Plan Version (2),
21/08/2017, SPEAR Ref: S099461S

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Whittlesea City Council,
22/08/2017,
SPEAR Ref: S099461S

SHEET 2



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21/09/2012 \$110.30 173


FORM 18

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

Planning and Environment Act 1987

Lodged by:

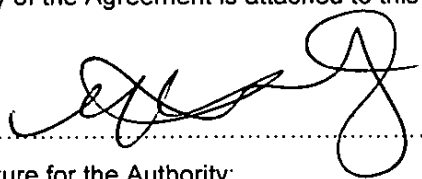
Name: RAWLING & COMPANY
Phone: 03 9629 5511
Address: LEVEL 1, 22 WILLIAM STREET, MELBOURNE 3000
Ref: PLR : KMB 11476
Customer Code: 2886K 2986K

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

Land: Certificate of Title Volume 9329 Folio 080
Authority: WHITTLESEA CITY COUNCIL
of 25 Ferres Boulevard South Morang, Vic., 3752

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

A copy of the Agreement is attached to this Application.



Signature for the Authority:

Maria Cooke, Manager Established Areas Planning

Name of Officer:

Date: 29.1.8 / 2012

R A W L I N G & C O M P A N Y

S O L I C I T O R S

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

**WHITTLESEA CITY COUNCIL
("Responsible Authority")**

- and -

**SYNERGY (65 RIDGE RD) WHITTLESEA PTY LTD
("Owner")**

**LAND AT:
65 RIDGE ROAD, WHITTLESEA**

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AGREEMENT under SECTION 173 of the PLANNING AND ENVIRONMENT ACT 1987

PARTIES

WHITTLESEA CITY COUNCIL of 25 Ferres Boulevard South Morang, Vic., 3752
("Responsible Authority")

SYNERGY (65 RIDGE RD) WHITTLESEA PTY LTD ABN 94 151 281 873 of Suite 4, 363
Camberwell Road, Camberwell, Vic., 3124 **("Owner")**

BACKGROUND

- A. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Responsible Authority has issued the Planning Permit.
- D. Condition 2 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that Condition.
- E. The Responsible Authority and the Owner have agreed that, without restricting or limiting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is an agreement entered into pursuant to Section 173 of the Act.
- F. The Responsible Authority and the Owner have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless inconsistent with the context or subject matter:

"Act" means the *Planning and Environment Act 1987*;

"Agreement" means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;

"Building Envelope" means one of the building envelopes marked B as provided for in the Building Envelopes Plan;

"Building Envelopes Plan" means the plan in Annexure 1 entitled "Subdivision Layout showing Building and Access Envelopes" prepared by TGM Group Melbourne and includes any subsequent revision approved in writing by the Responsible Authority;

"Driveway Envelope" means one of the driveway envelopes marked A as provided for in the Building Envelopes Plan;

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Section 173 Agreement

"Owner" means the owner for the time being of the land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land or any part thereof, and includes a mortgagee in possession;

"Planning Permit" mean the Planning Permit Number 710017 issued by the Responsible Authority on 19 October 2007, allowing the multi lot residential subdivision and removal of native vegetation in accordance with the endorsed plans of 65 Ridge Road, Whittlesea, including any plans endorsed under the planning permit;

"Planning Scheme" means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Subject Land;

"Responsible Authority" means Whittlesea City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;

"Subject Land" means the land at 65 Ridge Road, Whittlesea, being Lot 1 on Plan of Subdivision PS 126742 and more particularly described in Certificate of Title Volume 9329 Folio 080;

"Tree Protection Zone" means a tree protection zone as provided for in the Building Envelopes Plan;

"Tribunal" means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.

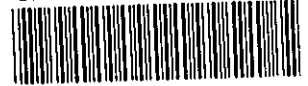
1.2 Interpretation

In this Agreement, unless expressed to the contrary:

- (a) words importing the singular include the plural and vice versa; words importing any gender include the other genders; and another grammatical form of a defined word or expression has the corresponding meaning.
- (b) a reference to:
 - (i) this Agreement or any other agreement, deed or document includes the agreement, deed or document as novated, altered, supplemented or replaced from time to time and all schedules, annexures and appendices referred to in it;
 - (ii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (iii) a right includes a benefit, remedy, discretion, authority or power;
 - (iv) a person includes a natural person, partnership, body corporate, unincorporated or incorporated association, governmental, statutory or local authority or agency or other entity and includes his, her or its legal personal representatives, successors and assigns;

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Section 173 Agreement

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- (v) legal privilege includes legal professional privilege and client legal privilege;
 - (vi) a statute or other law or subordinate legislation or Planning Scheme includes any regulation or other instrument made under it and any consolidation, amendment, re-enactment or replacement of it; and
 - (vii) business days means business days in Victoria.
- (c) headings do not affect the interpretation of this Agreement.

2. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants with the Responsible Authority that:

- (a) it has prepared the Building Envelopes Plan to the satisfaction of the Responsible Authority which provides for:
 - (i) Building Envelopes marked B located no closer than 10 metres to any front boundary and 5 metres from any side or rear boundary; and
 - (ii) Driveway Envelopes marked A with a length of 10 metres servicing a 4 metre wide cross-over, located at the entrance to each lot;
- (b) parking bays, boundary fences and entrance gates must be located outside of the Driveway Envelopes;
- (c) the construction of all dwelling and associated development (including outbuildings) must be contained within the Building Envelope for each of the lots except with the prior written consent of the Responsible Authority;
- (d) a rain water tank or tanks must be provided with a combined storage volume of no less than 10,000 litres as part of the construction works for each dwelling;
- (e) all boundary fencing must be rural in design and consist of post and wire construction or alternative rural style fencing to the satisfaction of the Responsible Authority;
- (f) Tree Protection Zones for all lots containing trees to be retained are provided for in the Functional Layout Plan and that Building Envelopes must not encroach within Tree Protection Zones;
- (g) all lots containing a Building Envelope must be developed in accordance with the Building Envelopes Plan and any conditions or requirements thereof approved under the Permit, unless written consent is obtained from the Responsible Authority to vary the Building Envelope;
- (h) not more than one dwelling may be constructed on each lot on the endorsed plan other than that which contains an existing dwelling;
- (i) each Lot on the endorsed plan (other than Lot A) shall not be further subdivided so as to increase the number of lots;

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Section 173 Agreement

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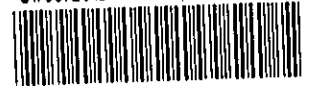
- (j) each dwelling constructed on a lot on the endorsed plan must be single storey in design and provide a pitched roof and verandah treatment, except with the prior written consent of the Responsible Authority;
- (k) any outbuilding constructed on a lot on the endorsed plan must not exceed 160 square metres, except with the prior written consent of the responsible Authority;
- (l) all outbuildings constructed in association with a dwelling must be located to the rear of the dwelling to the satisfaction of the Responsible Authority;
- (m) all external colours, materials and finishes of buildings must be low-reflective and sympathetic to the natural environment; and muted tones must be used to the satisfaction of the Responsible Authority;
- (n) during the construction stage of subdivision for all lots affected by a Tree Protection Zone, the Tree Protection Zones are to be fenced and treated in accordance with the permit notes;
- (o) no buildings are to be constructed, or development to occur, within the Tree Protection Zone on all lots affected by a Tree Protection Zone;
- (p) no trees shown for retention on the endorsed plan shall be removed lopped or destroyed, without the written consent of the Responsible Authority;
- (q) prospective purchasers of individual allotments affected by a Tree Protection Zone will be notified of the presence of the tree or trees, the Tree Protection Zone and the applicable Building Envelope and Driveway Envelope;
- (r) the existing dwelling and associated brick-domed well marked BW on the Building Envelopes Plan shall not be demolished without the written consent of the Responsible Authority; and
- (s) in relation to Lot 16 only,
 - (i) a photographic record of the exterior of the existing dwelling to Heritage Victoria standards is to be undertaken;
 - (ii) all buildings and works are to take place outside the area nominated as being an area of Aboriginal Cultural Heritage Sensitivity marked CH on the Building Envelopes Plan;
 - (iii) the brick-domed well marked BW on the Buildings Envelopes Plan must be retained and must not be altered or demolished without the written consent of the Responsible Authority; and
 - (iv) the design, form and materials of any proposed dwelling are to be to the written satisfaction of the Responsible Authority.

3. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants that:

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**Section 173 Agreement**

5

- 3.1 The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.
- 3.2 The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document.
- 3.3 The Owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration hereof pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority. The Owner hereby agrees that any such costs are and remain a charge on the Subject Land until paid, and consents to the Responsible Authority registering a caveat on the Certificate of Title to the Subject Land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.
- 3.4 That until such time as this Agreement is registered on the title to the Subject Land, the Owner shall ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.
- 3.5 The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement and/or any non-compliance with this Agreement.
- 3.6 The Owner agrees to allow the Responsible Authority to enter the Subject Land at any reasonable time to assess compliance with this Agreement.

4. OWNER'S WARRANTIES AND ACKNOWLEDGEMENTS

- 4.1 The Owner warrants that:
- (a) it is the registered proprietor (or entitled to be so) of the Subject Land;
 - (b) there are no mortgages, liens, charges or other encumbrances affecting the Subject Land which are not disclosed by the usual searches; and
 - (c) if the Subject Land is affected by a mortgage, the Mortgagee of the Subject Land consents to the Owner entering into this Agreement and the Agreement being registered on the title to the Subject Land.
- 4.2 The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Subject Land and run at law and in equity with the land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Subject Land.

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**Section 173 Agreement**

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5. DEFAULT

If the Owner defaults or fails to perform any of its obligations under this Agreement the Responsible Authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the Owner. The Owner consents to the Responsible Authority registering a caveat on the Certificate of Title to the Subject Land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.

6. DISPUTES

- 6.1 If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
- 6.2 If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
- 6.3 The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 6.1 or 6.2 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

7. MISCELLANEOUS

7.1 Costs and stamp duty

The Owner must pay the costs of preparation, execution and delivery of this Agreement.

7.2 Severability

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

7.3 No Waiver

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

7.4 Further assurance

Each party must promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this Agreement.

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Section 173 Agreement

7.5 Notices

- (a) A notice by a party must be in writing and must be given to each other party.
- (b) A notice may be given to a party in any of these ways:
 - (i) delivered by hand to the party;
 - (ii) sent by prepaid mail or document exchange to the address of the party; or
 - (iii) sent by facsimile communication to the facsimile number of the party.
- (c) A notice is treated as given to a party when:
 - (iv) if hand delivered, when delivered;
 - (v) if sent by prepaid mail or document exchange, 48 hours after posting;
 - (vi) if sent by facsimile communication, when the facsimile machine confirms transmission.
- (d) A notice given on a day which is not a business day is treated as given on the next business day.

8. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

9. AGREEMENT UNDER SECTION 173 OF THE ACT

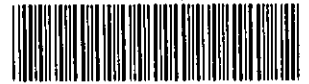
The Responsible Authority and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations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

10. SUCCESSORS IN TITLE

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

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Section 173 Agreement

8

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

11. GST

- 11.1 In the clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definitions in that Act.
- 11.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 11.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 11.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 11.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 11.3

12. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement shall commence on the date of this Agreement.

13. END OF AGREEMENT

Upon completion of the Owner's obligations under clause 2 of this Agreement to the satisfaction of the Responsible Authority, the Responsible Authority shall consent to this Agreement ending and to the removal of the recording of the Agreement on the Certificate of Title to the land provided for in clause 4.2 of this Agreement.

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Section 173 Agreement

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EXECUTED as a Deed:

Dated: 17/9 2012

THE COMMON SEAL of WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:



[Handwritten signature]

Chief Executive Officer

Councillor

EXECUTED by SYNERGY (65 RIDGE RD) WHITTLESEA PTY LTD ACN 151 281 873 in accordance with section 127 of the Corporations Act 2001:

Director

Name: Michael Mathias Duster

Director

Name: Stuart John Rogers

AJ924680W

Section 173 Agreement

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MORTGAGEE'S CONSENT

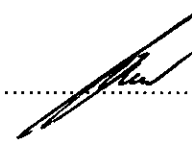
COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124


as mortgagee of registered mortgage number AJ389210R consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee in possession agrees to be bound by the covenants and conditions of this Agreement.

Dated: 08 / 08 /2012

SIGNED for and on behalf of
COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124 by its Attorney
COREY BARLOW-JENSEN
under Power dated 28/07/2008 a certified
copy of which is filed in Permanent Order
Book 277 Page 027 Item 29 who certifies that
he is **Executive Manager**
of COMMONWEALTH BANK of AUSTRALIA
in the presence of:

COMMONWEALTH BANK OF
AUSTRALIA by its attorney


.....


.....
Signature of Witness

HOLLY OSBORN
.....
Name of Witness (block letters)

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21/09/2012 \$110.30 173



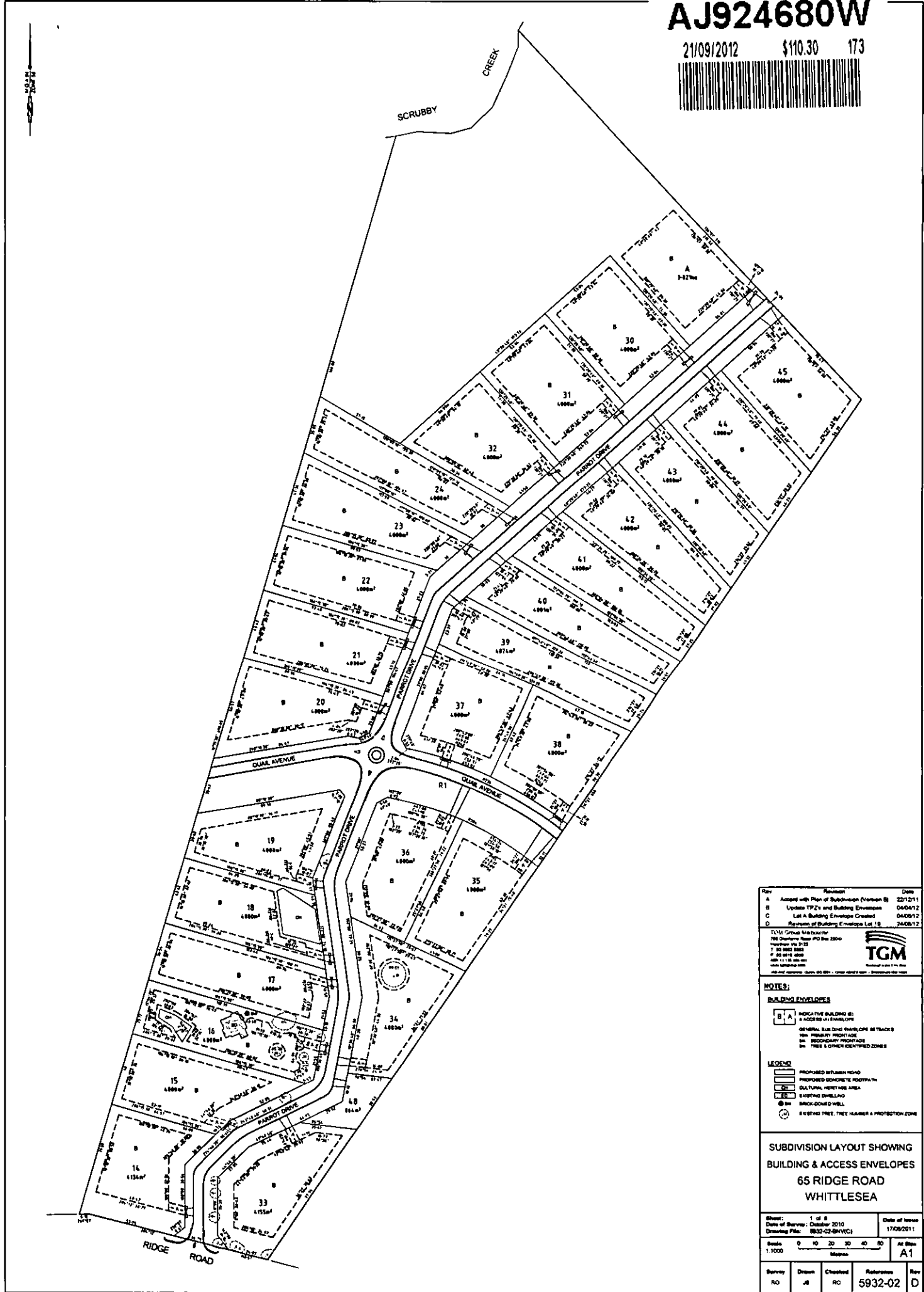
Section 173 Agreement

11

ANNEXURE 1 - BUILDING ENVELOPES PLAN

AJ924680W

21/09/2012 \$110.30 173



Rev	Revision	Date
A	Assent with Plan of Subdivision (Version B)	22/10/11
B	Layout TPZ's and Building Envelopes	04/04/12
C	Let A Building Envelope Created	04/05/12
D	Revision of Building Envelope Lot 19	24/05/12

TGM Group Architects
 100 Quilpie Road PO Box 2200
 Mackay QLD 4740
 P 08 4910 2000
 F 08 4910 2000
 www.tgm.com.au

NOTES:

BUILDING ENVELOPES

B/A INDICATE THE BUILDING IS:
 B - ACCESS OR ENVELOPE
 A - GENERAL BUILDING ENVELOPE SETBACK
 - - - - - PERMITTED FRONTAGE
 - - - - - SECONDARY FRONTAGE
 - - - - - TREES & OTHER IDENTIFIED ZONES

LEGEND

PROPOSED
 - - - - - PROPOSED SUBURBAN ROAD
 - - - - - PROPOSED CONCRETE FOOTPATH


EXISTING
 - - - - - EXISTING HERITAGE AREA
 - - - - - EXISTING DRILLING
 - - - - - BRICK-DOMED WELL
 - - - - - EXISTING TREE, TREE HAMMER & PROTECTION ZONE


**SUBDIVISION LAYOUT SHOWING
 BUILDING & ACCESS ENVELOPES
 65 RIDGE ROAD
 WHITTLESEA**

Sheet:	1 of 8	Date of Issue:	17/08/2011
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Survey:	RO	Drawn:	JR
Checked:	RC	Substation:	5932-02
Rev:	D		

Rev.	Revision	Date
A	Accord with Plan of Subdivision (Version 5)	22/12/11
B	Update TPZ's and Building Envelopes	04/04/12
C	Lot A Building Envelope Created	04/06/12
D	Revision of Building Envelope Lot 19	24/08/12

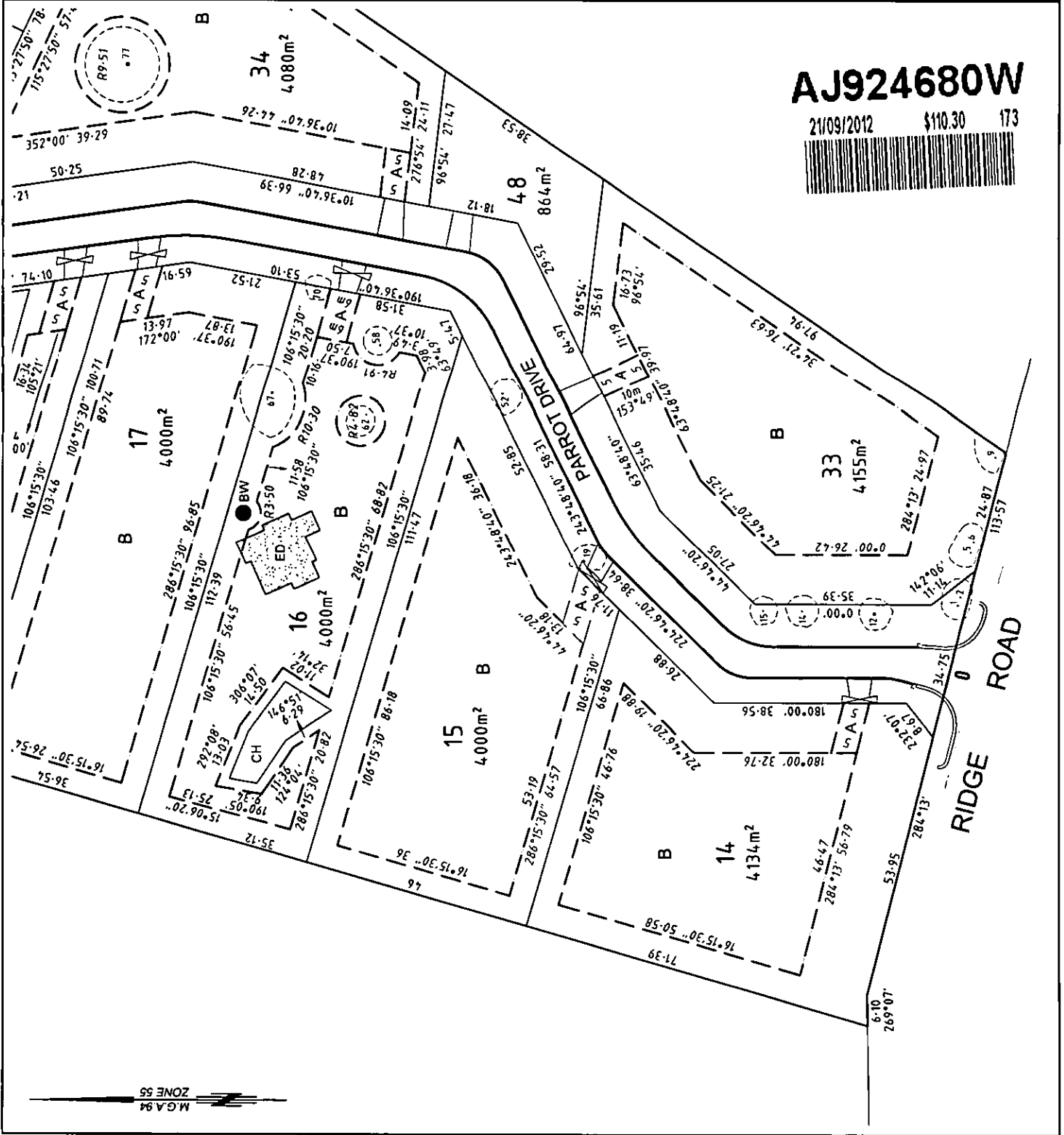
TGM
 TGM Group Melbourne
 765 Glenferrie Road (PO Box 2304)
 Hawthorn VIC 3122
 T 03 8862 9333
 F 03 9819 4909
 ABN 11 125 568 481
 www.tgmgroup.com
 JAS:AVZ Accredited Quality ISO 9001 - CHS AS/NZS 4801 - Environment ISO 14001

NOTES:
BUILDING ENVELOPES
 INDICATIVE BUILDING (B) & ACCESS (A) ENVELOPE
 GENERAL BUILDING ENVELOPE SETBACKS
 10m PRIMARY FRONTAGE
 5m SECONDARY FRONTAGE
 2m TREE & OTHER IDENTIFIED ZONES

LEGEND

 PROPOSED BITUMEN ROAD
 PROPOSED CONCRETE FOOTPATH
 CULTURAL HERITAGE AREA
 EXISTING DWELLING
 BRICK-DOMED WELL
 EXISTING TREE, TREE NUMBER & PROTECTION ZONE


**SUBDIVISION LAYOUT SHOWING
 BUILDING & ACCESS ENVELOPES
 65 RIDGE ROAD
 WHITTLESEA**

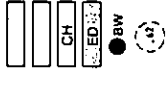
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Checked: RO	Reference: 5932-02
Rev: D	



Rev.	Revision	Date
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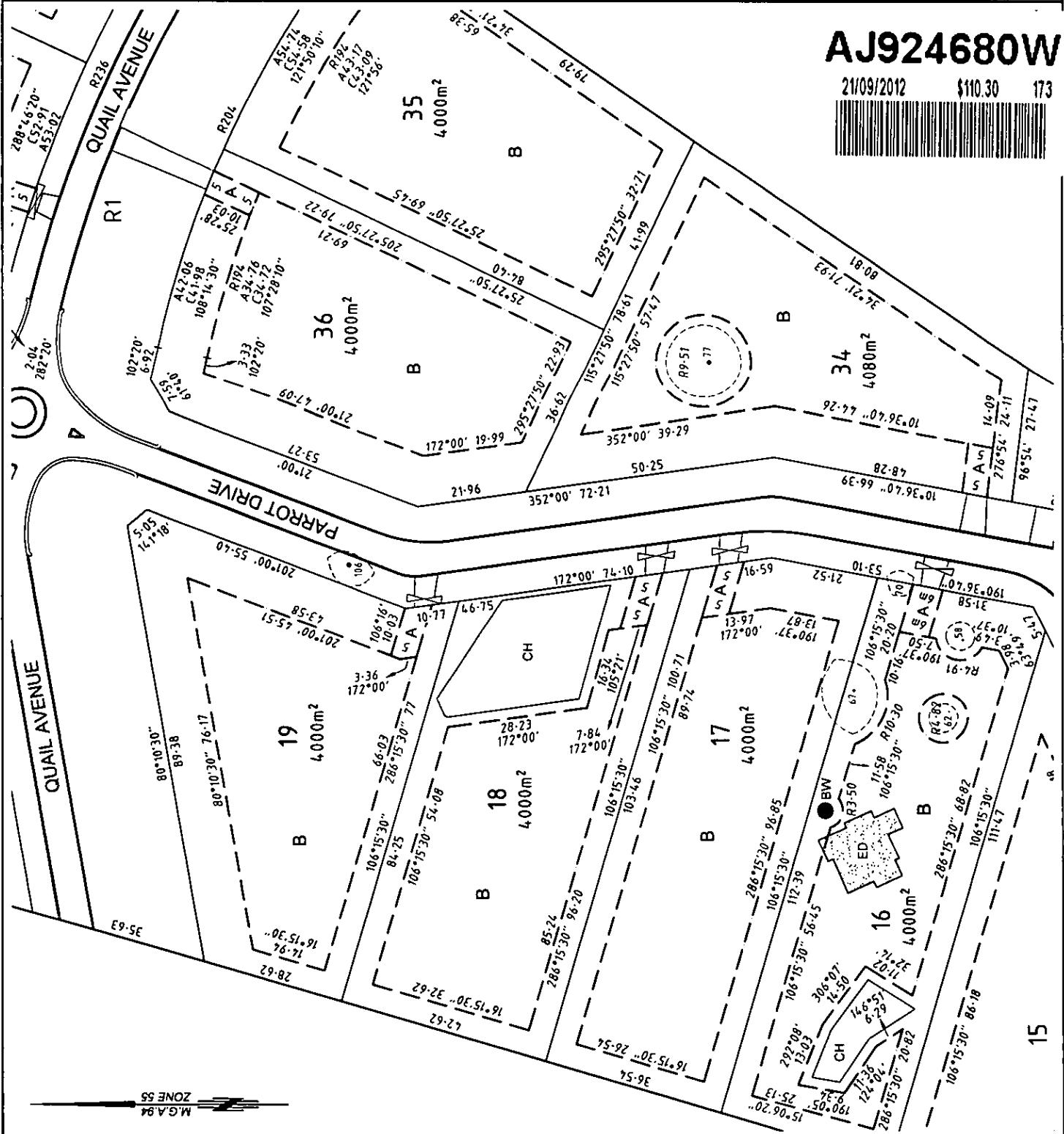
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NOTES:
BUILDING ENVELOPES

 INDICATIVE BUILDING (B) & ACCESS (A) ENVELOPE
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**SUBDIVISION LAYOUT SHOWING
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
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Rev: D	

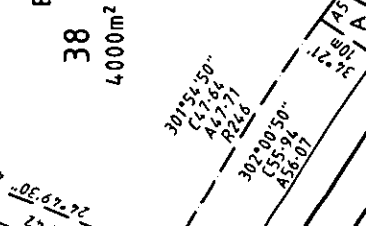


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Rev.	Revision	Date
A	Accord with Plan of Subdivision (Version 5)	22/12/11
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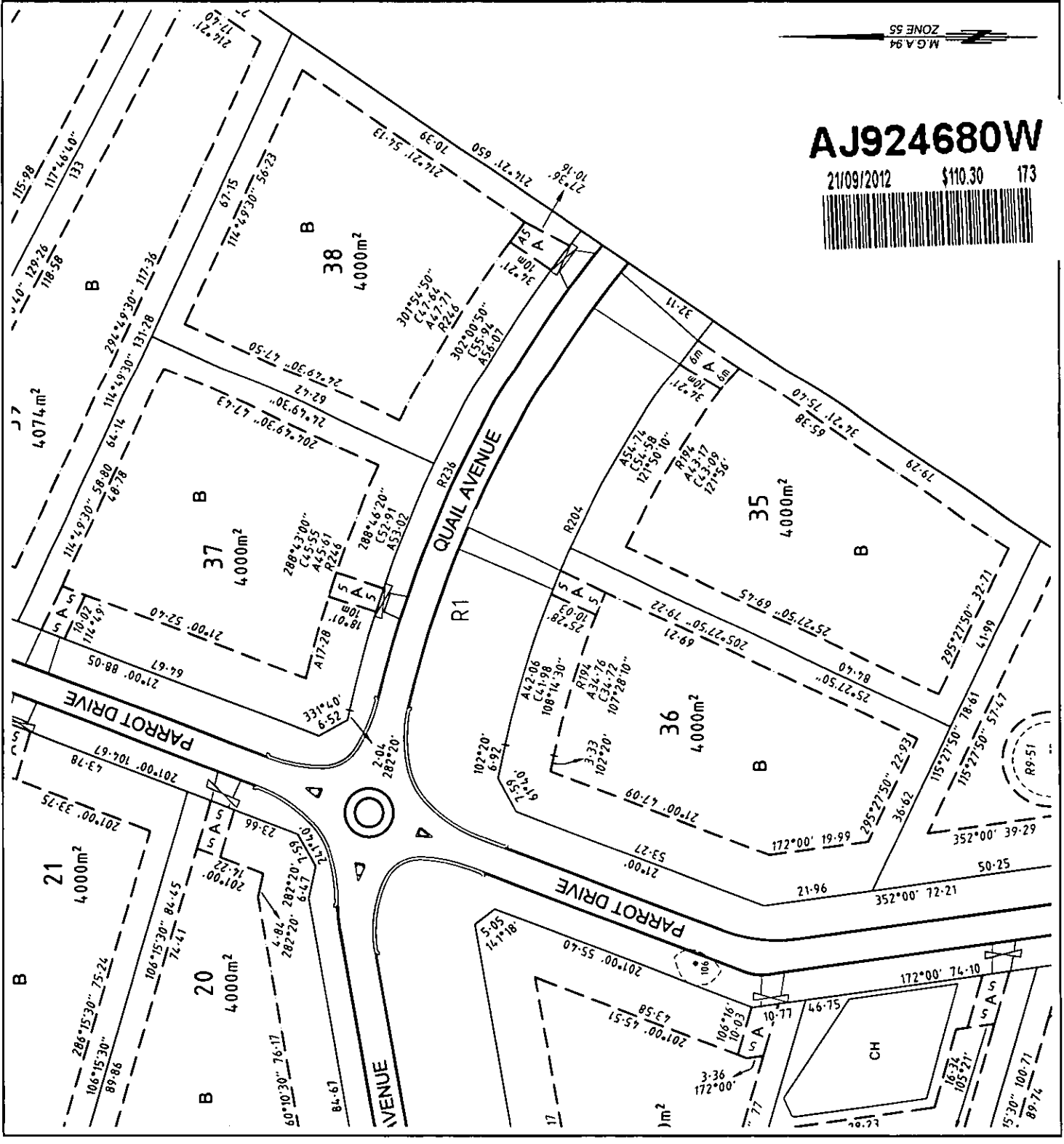
NOTES:
BUILDING ENVELOPES

 INDICATIVE BUILDING (B) & ACCESS (A) ENVELOPE
 GENERAL BUILDING ENVELOPE SETBACKS
 10m PRIMARY FRONTAGE
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LEGEND

 PROPOSED BITUMEN ROAD
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 EXISTING TREE, TREE NUMBER & PROTECTION ZONE

SUBDIVISION LAYOUT SHOWING
BUILDING & ACCESS ENVELOPES
65 RIDGE ROAD
WHITTLESEA

Sheet: 4 of 8
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 Drawing File: 5932-02-BNV(C)
 Date of Issue: 17/06/2011
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Survey	Drawn	Checked	Reference	Rev
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 21/09/2012 \$110.30 173


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 ZONE 55

Rev.	Revision	Date
A	Accord with Plan of Subdivision (Version 5)	22/12/11
B	Update TPZ's and Building Envelopes	04/04/12
C	Lot A Building Envelope Created	04/06/12
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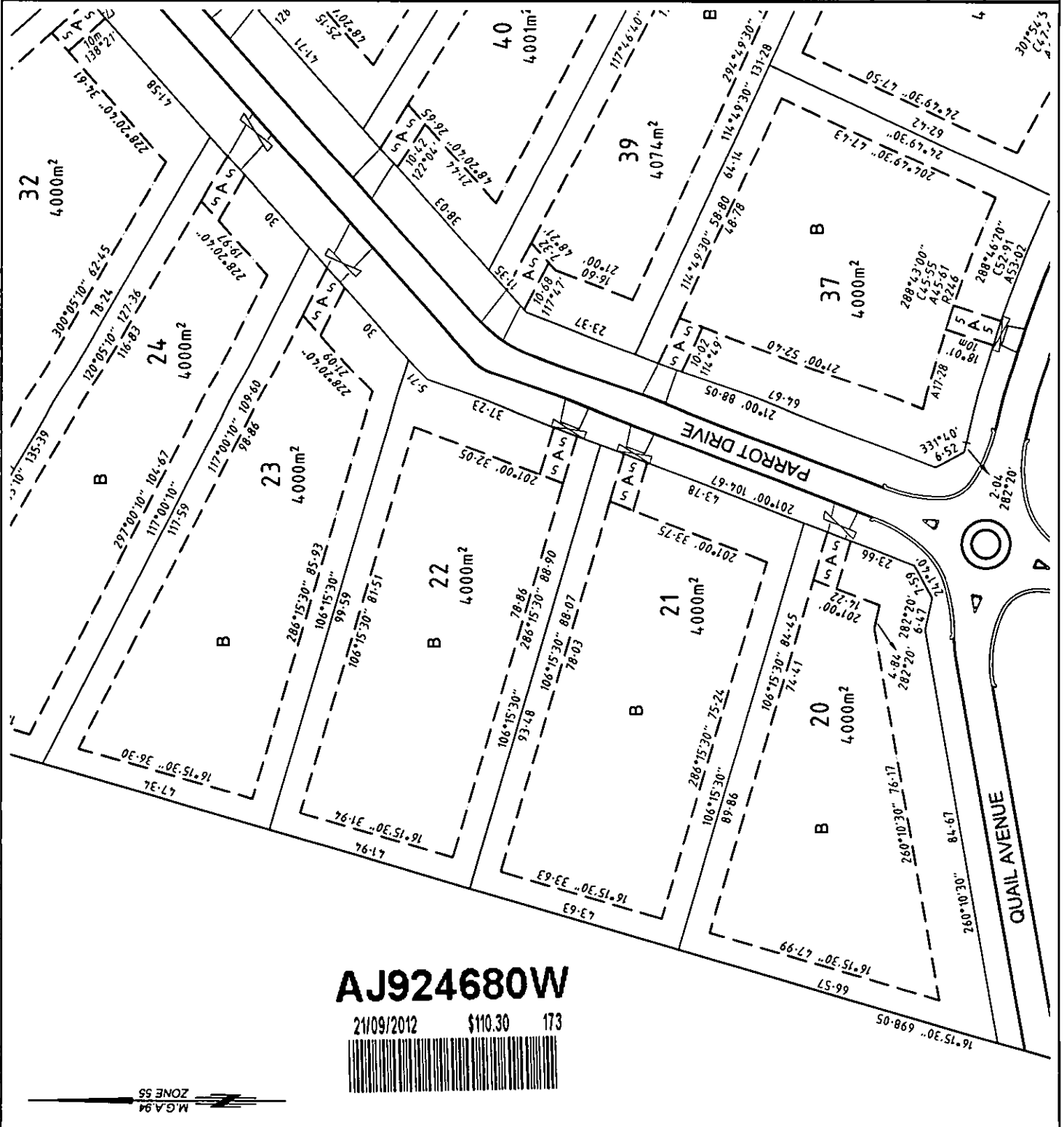
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NOTES:
BUILDING ENVELOPES
 [B] [A] INDICATIVE BUILDING (B) & ACCESS(N) ENVELOPE
 GENERAL BUILDING ENVELOPE SETBACKS
 10m PRIMARY FRONTAGE
 5m SECONDARY FRONTAGE
 2m TREE & OTHER IDENTIFIED ZONES

- LEGEND**
- [---] PROPOSED BITUMEN ROAD
 - [---] PROPOSED CONCRETE FOOTPATH
 - [---] CULTURAL HERITAGE AREA
 - [---] EXISTING DWELLING
 - [●] BRICK-DOMED WELL
 - [○] EXISTING TREE, TREE NUMBER & PROTECTION ZONE

**SUBDIVISION LAYOUT SHOWING
 BUILDING & ACCESS ENVELOPES
 65 RIDGE ROAD
 WHITTLESEA**

Sheet: 5 of 8	Date of Issue: 17/06/2011
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Checked: RO	Reference: 5932-02
Rev: D	



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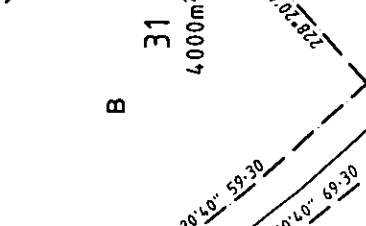
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 ZONE 55

Rev	Revision	Date
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NOTES:
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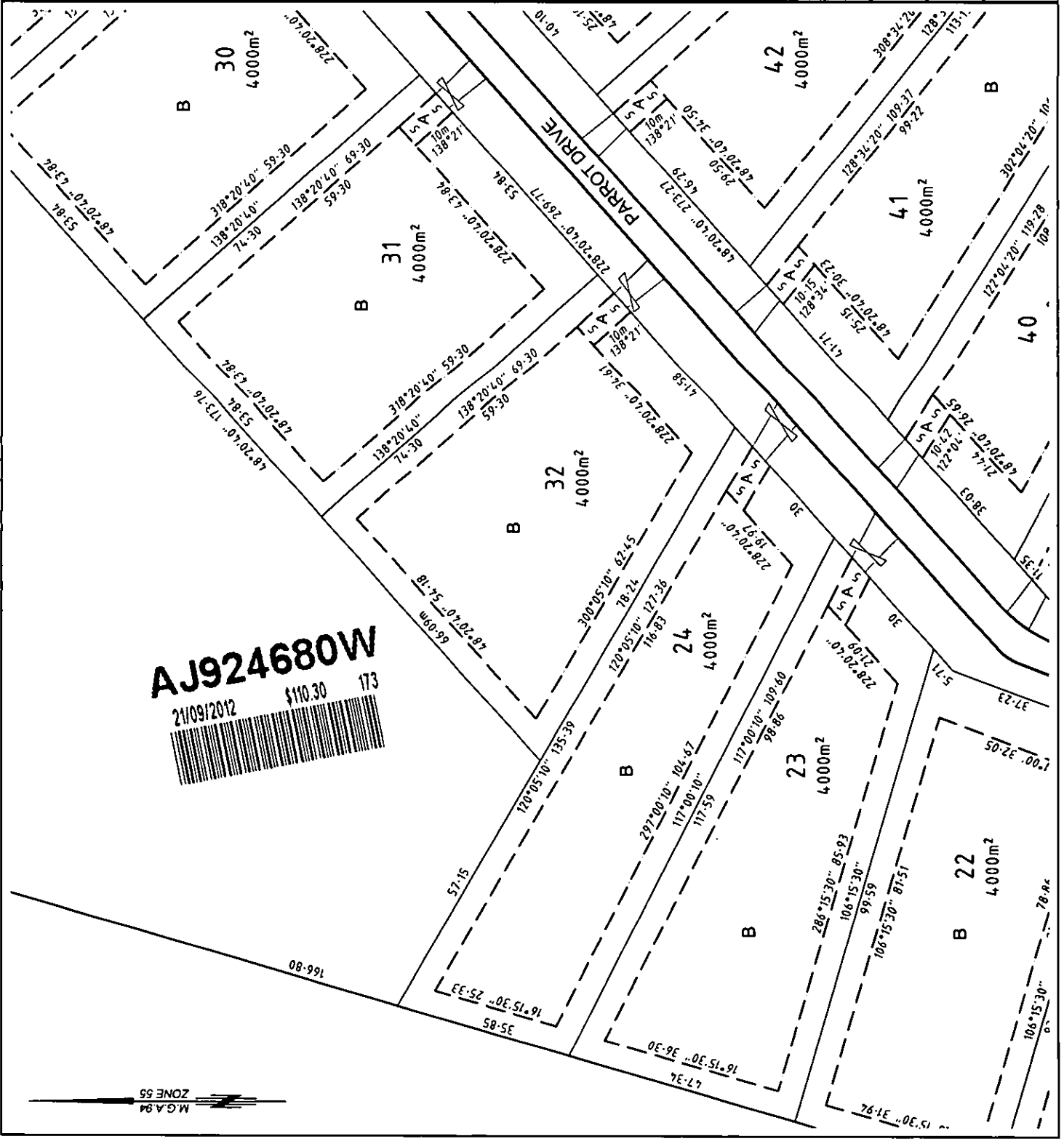
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SUBDIVISION LAYOUT SHOWING
BUILDING & ACCESS ENVELOPES
65 RIDGE ROAD
WHITTLESEA

Sheet: 6 of 8
 Date of Survey: October 2010
 Drawing File: 5932-02-BNV(C)
 Date of Issue: 17/06/2011
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Survey	Drawn	Checked	Reference	Rev
RO	JS	RO	5932-02	D



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 21/09/2012 \$110.30 173


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NOTES:

BUILDING ENVELOPES

B A
 INDICATIVE BUILDING (B) & ACCESS (A) ENVELOPE

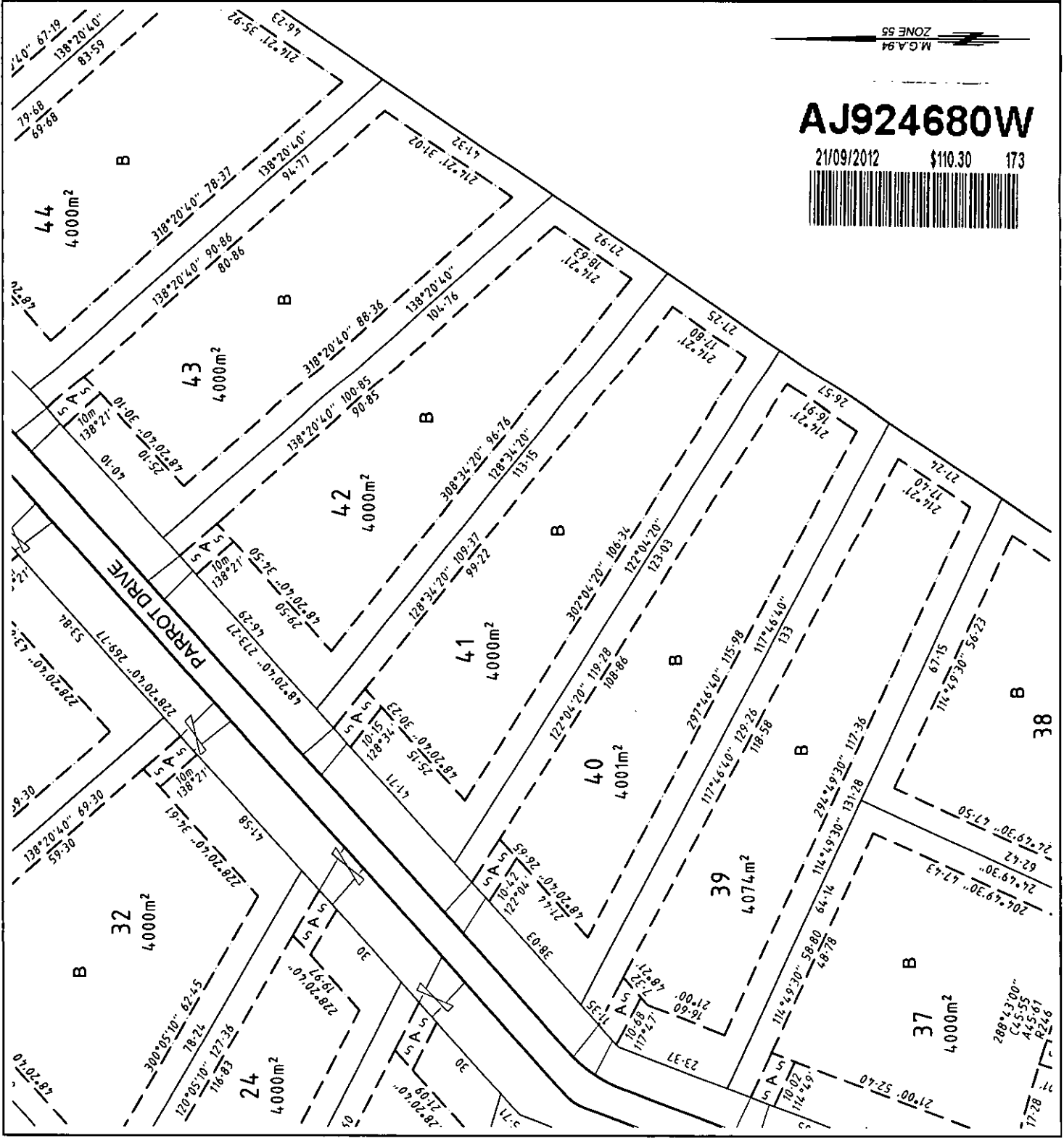
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LEGEND:

- PROPOSED BITUMEN ROAD
- PROPOSED CONCRETE FOOTPATH
- CULTURAL HERITAGE AREA
- EXISTING DWELLING
- BRICK-DOMED WELL
- EXISTING TREE, TREE NUMBER & PROTECTION ZONE

**SUBDIVISION LAYOUT SHOWING
 BUILDING & ACCESS ENVELOPES
 65 RIDGE ROAD
 WHITTLESEA**

Sheet: 7 of 8	Date of issue: 17/06/2011
Date of Survey: October 2010	Drawing File: 5932-02-BNV(C)
Scale: 1:750	At Size: A3
Metres: 0 7.5 15 22.5 30 37.5	
Survey: RO	Reference: 5932-02
Drawn: JS	Rev: D
Checked: RO	





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

Section 181 Planning and Environment Act 1987

AM204109Q

24/09/2015 \$119.70 173



registers and indexes.

Form 21

Lodged by:

Name: MADDOCKS
Phone: 9258 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:A01C:6549152
Customer Code: 1167E

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

Land: Volume 11385 Folio 637

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

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

A copy of the agreement is attached to this application

Signature for the Authority: Roger Susic
Name of officer: ROGER SUSIC
Position Held: MANAGER GADA
Date: 16/9/2015



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 31A Parrot Drive, Whittlesea

Whittlesea City Council
and

Synergy (65 Ridge Rd) Whittlesea Pty Ltd
ACN 151 281 873

AM204109Q

24/09/2015 \$119.70 173



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Agreement under section 173 of the Planning and Environment Act 1987

Dated

Parties

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

Name	Synergy (65 Ridge Rd) Whittlesea Pty Ltd ACN 151 281 873
Address	Level 2, 4 Riverside Quay, Southbank, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 2 of the Planning Permit.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

Carriageway Easement means the easement which is delineated and shown on the Plan of Subdivision as 'E – 3', being an easement which burdens Lot 1 in favour of Lot B.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

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

Current Email means:

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

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

Further Subdivision of Lot B means a subdivision of Lot B, resulting in road access from, or through, another property.

Lot 1 means that part of the Subject Land that is identified and delineated on the Plan of Subdivision as 'Lot 1' or '1' or the like.

Lot B means that part of the Subject Land that is identified and delineated on the Plan of Subdivision as 'Lot B' or 'B' or the like.

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

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

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

Planning Permit means planning permit no. 608871, as amended from time to time, issued on 3 June 2015, authorising a 2 lot subdivision of the Subject Land in accordance with the Endorsed Plan.

Plan of Subdivision means the plan showing the subdivision of the Subject Land as authorised by the Planning Permit.

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

Subject Land means the land situated at 31A Parrot Drive, Whittlesea being the land referred to in certificate of title volume 11385 folio 637 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;

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

3. Purposes of Agreement

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

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

4. Reasons for Agreement

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

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

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

The Owner covenants and agrees that, within 6 months of the Further Subdivision of Lot B, the Owner must take all necessary steps to remove the Carriageway Easement:

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

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

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

7.3 Council's costs to be paid

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

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

7.4 Time for determining satisfaction

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

7.5 Interest for overdue money

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

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7.6 Notification of compliance with Owner's obligations

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

8. Agreement under s 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

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

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11. General matters

11.1 Notices

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.3 No waiver

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



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11.4 Severability

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

11.5 No fettering of Council's powers

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

11.6 Inspection of documents

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

11.7 Governing law

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

12. Commencement of Agreement

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

13. Ending of Agreement

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

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

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Signing Page

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

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



Roger [Signature]

Delegate

Executed by Synergy (85 Ridge Rd)
Whittlesea Pty Ltd ACN 151 281 873 in
accordance with s 127(1) of the Corporations
Act 2001:

Signature of Director

MICHAEL MATTHIAS DUSTER
Print full name

Signature of Director (or Company Secretary)

DAVID JAMES ROGERS
Print full name

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

Section 181 Planning and Environment Act 1987



Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: KAL:A01C:7270670
Customer Code: 1167E

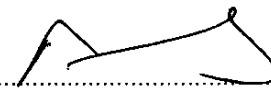
The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 11611 Folio 429

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

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

A copy of the agreement is attached to this application

Signature for the Authority: 
Name of officer: JULIAN EDWARDS
Position Held: MANAGER DEVELOPMENT ASSESSMENT
Date: 4 DECEMBER 2017

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Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 1B Dunnart Boulevard, Whittlesea

Whittlesea City Council
and

ELW Investments Pty Ltd
ACN 603 108 327
and

JGC Australia Pty Ltd
ACN 603 101 186

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 4 December 2017

Parties

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

Name	ELW Investments Pty Ltd ACN 603 108 327
Address	330 Towts Road, Whittlesea, Victoria
Short name	Owner

Name	JGC Australia Pty Ltd ACN 603 101 186
Address	50-52 Bower Street, Manly, New South Wales
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 2 of the Planning Permit.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

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



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Ancillary Services Works means all ancillary Works associated with the installation of Services.

Boundary Fencing mean fences built or constructed on any boundary of a Lot.

Building has the same meaning as in the Act.

Building Envelope means that part of the Subject Land which is identified and delineated on the Building Envelope Plan as 'Building Envelope', 'Proposed Building Envelope' or the like.

Building Envelope Plan means the plan submitted to, and approved by, Council in accordance with clause 6.1.1, or such other plan approved by Council from time to time.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

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

Current Email means:

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

Dwelling has the same meaning as in the Planning Scheme.

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

Gross Floor Area has the same meaning as in the Planning Scheme.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Lot means a lot created by the subdivision of the Subject Land.

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

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

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





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Outbuilding means any Building constructed on the Subject Land other than a Dwelling.

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

Planning Permit means planning permit no. 609153, as amended from time to time, issued on 23 August 2016, authorising the 4 lot subdivision of the Subject Land in accordance with the Endorsed Plan.

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

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (c) \$200.00 if paid within 12 months from the date that this Agreement commences; or
- (d) \$200.00 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

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

Subject Land means the land situated at 1B Dunnart Boulevard, Whittlesea being the land referred to in certificates of title volume 11611 folio 429 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

Works includes Ancillary Driveway Works and Ancillary Services Works.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

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2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

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

4. Reasons for Agreement

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

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

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

6.1 Building Envelopes

- 6.1.1 Before any Building is constructed on the Subject Land, the Owner must prepare, and submit to Council for approval, a Building Envelope Plan, which must provide for the matters set out in clause 6.1.2.
- 6.1.2 The Building Envelope Plan must show, to the satisfaction of Council:
 - (a) Building Envelopes located no closer than 10 metres to any front boundary and 5 metres from any side or rear boundary; and
 - (b) Driveway Envelopes:
 - (i) located at the entrance to each Lot, between the front boundary of the Lot and the Building Envelope depicted within that Lot;
 - (ii) with a length of at least 10 metres; and
 - (iii) servicing a 4 metre wide crossover.





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6.1.3 The parking bays, boundary fencing and entrance gates must be located outside the Driveway Envelope.

6.1.4 The Subject Land may only be developed in accordance with:

- (a) the Building Envelope Plan; and
- (b) the conditions and requirements of the Planning Permit,

to the satisfaction of Council.

6.1.5 Without limiting the generality of clause 6.1.4, except as permitted by clause 6.2, the Owner must not:

- (a) build, construct or erect, or cause or permit to be built, constructed or erected, any Building; or
- (b) construct or carry out, or cause or permit to be constructed or carried out, any Works,

outside a Building Envelope.

6.2 Driveway Envelope

The Owner may:

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

within a Driveway Envelope.

6.3 Rainwater tanks

On each Lot, the Owner must:

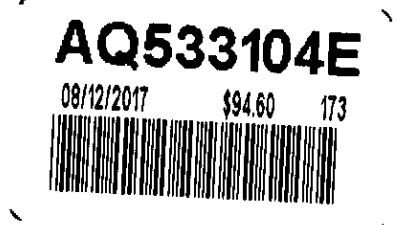
- 6.3.1 provide and maintain a rainwater tank with a capacity of not less than 10,000 litres; and
- 6.3.2 ensure the rainwater collected in the rainwater tank is available for use by the occupier of the Dwelling on the Lot.

6.4 Fences

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

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

to the satisfaction of Council.



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6.5 Building Restrictions

The Owner agrees that:

- 6.5.1 the Owner must not build, construct or erect, or cause or permit to be built, constructed or erected, any more than one Dwelling on a Lot.
- 6.5.2 except with the prior written consent of Council, all Dwellings constructed on the Subject Land must:
 - (a) be single storey;
 - (b) have a pitched roof; and
 - (c) include a verandah treatment,to the satisfaction of Council.
- 6.5.3 except with the prior written consent of Council, the Owner must not build, construct or erect, or cause or permit to be built, constructed or erected, any Outbuilding with a Gross Floor Area of more than 160 square metres.
- 6.5.4 the Owner must not build, construct or erect, or cause or permit to be built, constructed or erected any Outbuilding, unless the Outbuilding is located to the rear of a Dwelling on a Lot, to the satisfaction of Council.
- 6.5.5 the Owner must not build, construct or erect, or cause or permit to be built, constructed or erected, any Building, unless the external colours, materials and finishes of the Building are:
 - (a) of muted tones and low reflectivity; and
 - (b) sympathetic to the natural environment,to the satisfaction of Council.

6.6 No further subdivision

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

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and



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- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

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

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

7.5 Time for determining satisfaction

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

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

7.7 Notification of compliance with Owner's obligations

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

8. Agreement under s 173 of the Act

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

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9. Owner's warranties

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

10. Successors in title

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

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

11. General matters

11.1 Notices

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 No waiver

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

11.3 Severability

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

11.4 No fettering of Council's powers

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

AQ533104E

08/12/2017 \$94.60 173





Maddocks

11.5 Inspection of documents

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

11.6 Governing law

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

12. Commencement of Agreement

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

AQ533104E

08/12/2017 \$94.60 173





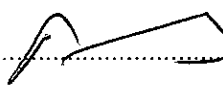
Maddocks

Signing Page

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

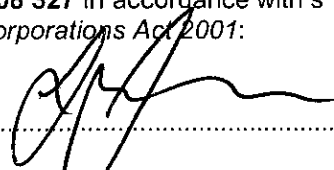
The Common Seal of Whittlesea City Council is affixed in the presence of:




..... *James Edwards*

Delegate

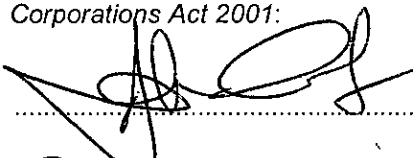
Executed by ELW Investments Pty Ltd ACN 603 108 327 in accordance with s 127(1) of the Corporations Act 2001:


.....
Lyndon Joslyn

Signature of Sole Director and Sole Company Secretary

Print full name

Executed by JGC Australia Pty Ltd ACN 603 101 186 in accordance with s 127(1) of the Corporations Act 2001:


.....
John Gordon Curtis

Signature of Sole Director and Sole Company Secretary

Print full name

AQ533104E

08/12/2017

\$94.60

173



From www.planning.vic.gov.au at 08 June 2023 10:05 AM

PROPERTY DETAILS

Address: **7 WEDGETAIL DRIVE WHITTLESEA 3757**
Lot and Plan Number: **Lot 3 PS746762**
Standard Parcel Identifier (SPI): **3\PS746762**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1025816**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 246 J3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

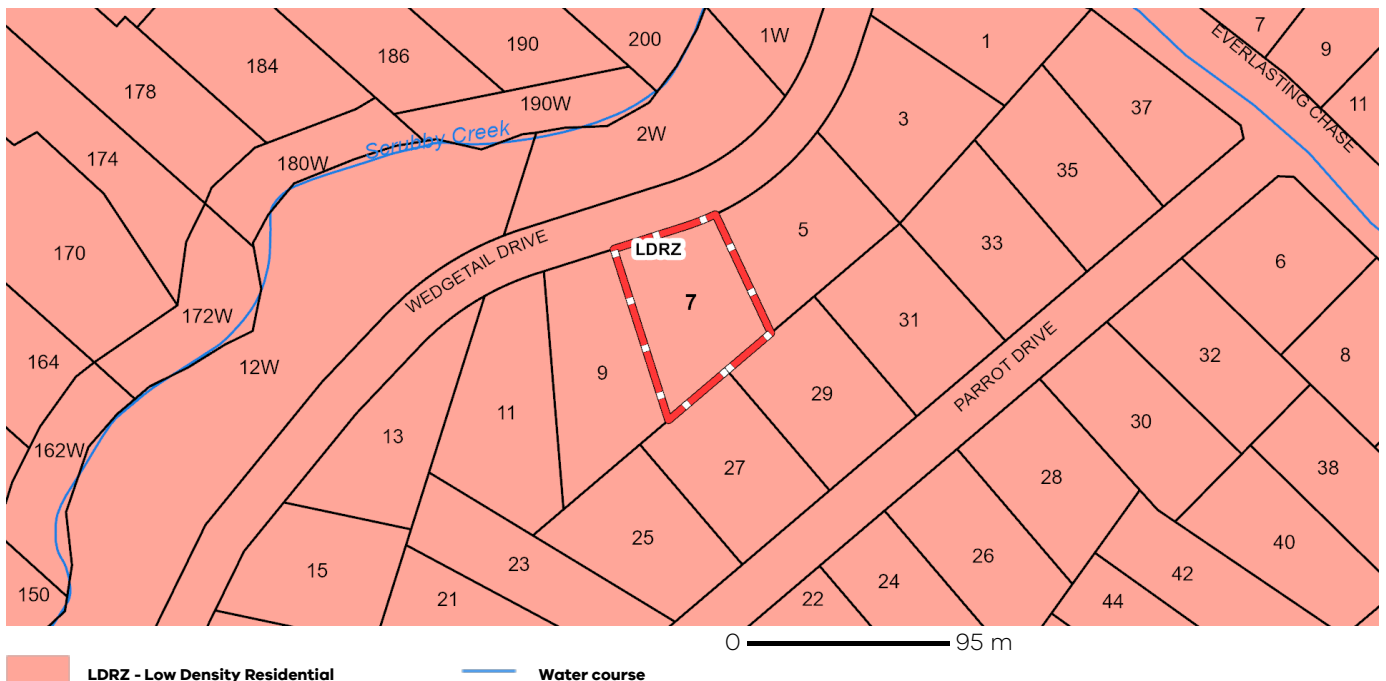
OTHER

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

[View location in VicPlan](#)

Planning Zones

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

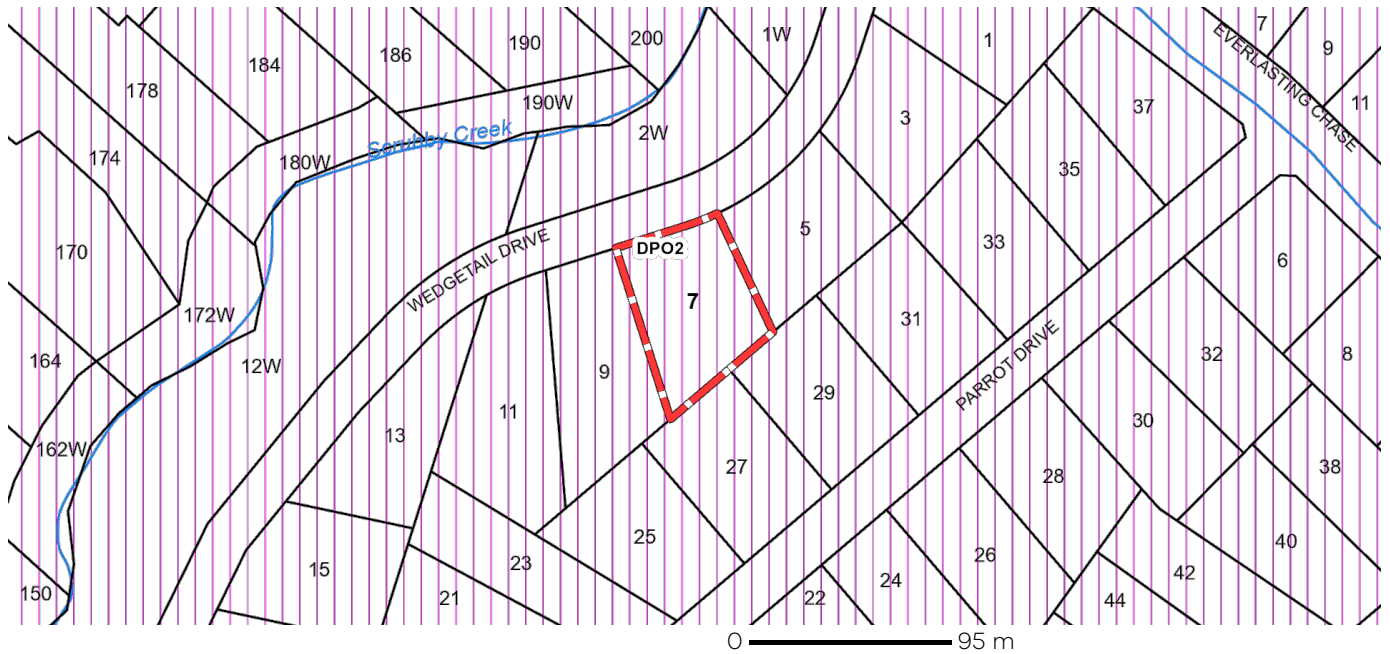


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 2 (DPO2)



Further Planning Information

Planning scheme data last updated on 7 June 2023.

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

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

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

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

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

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

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

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

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

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

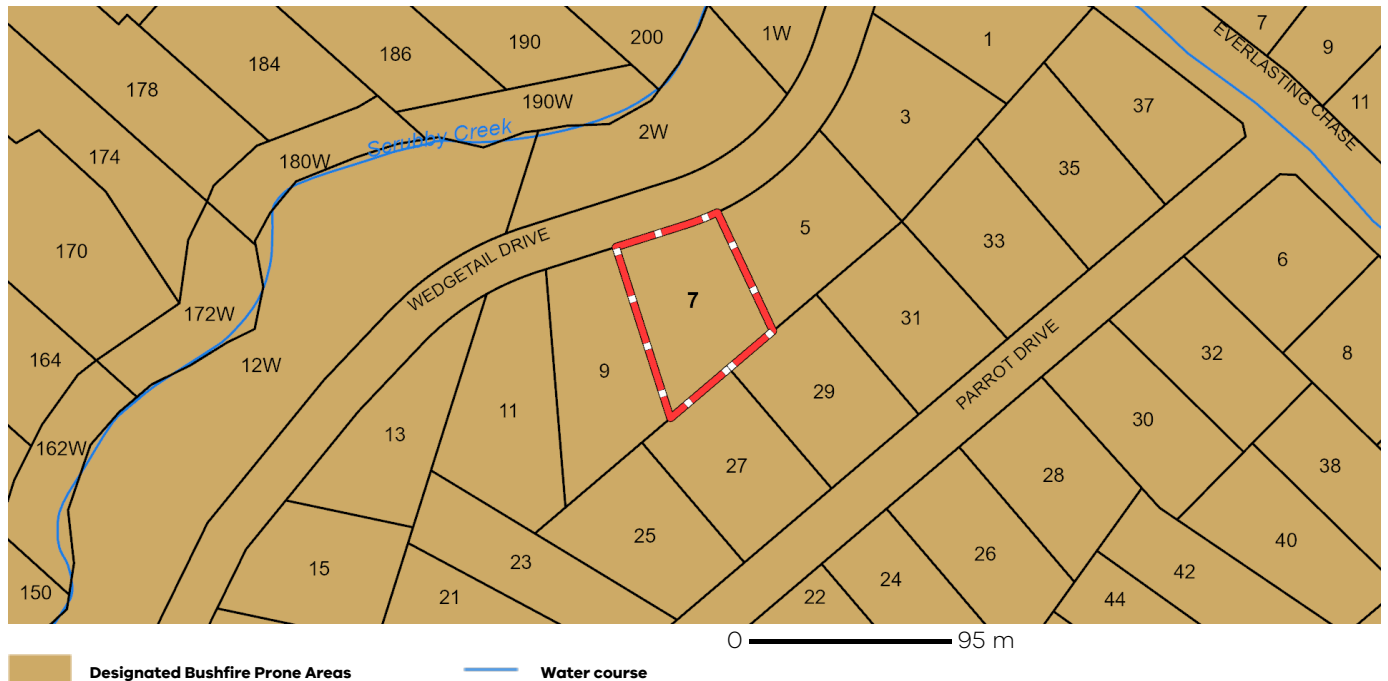
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

7th June 2023

Mountain Ranges Conveyancing C/- Triconvey2 (Resel
LANDATA

Dear Mountain Ranges Conveyancing C/- Triconvey2 (Resel,

RE: Application for Water Information Statement

Property Address:	7 WEDGETAIL DRIVE WHITTLESEA 3757
Applicant	Mountain Ranges Conveyancing C/- Triconvey2 (Resel LANDATA
Information Statement	30772599
Conveyancing Account Number	7959580000
Your Reference	414017

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	7 WEDGETAIL DRIVE WHITTLESEA 3757
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	7 WEDGETAIL DRIVE WHITTLESEA 3757
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

7th October 2019

Application ID: 418960

CONDITIONS OF CONNECTION

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

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	1428652

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer

connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

29th January 2019

Application ID: 376854

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
New Estate Connect-Drinking Water (incl meter w/lock)	1

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

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

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Select Solutions on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

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

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

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

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

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

Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Mountain Ranges Conveyancing C/- Triconvey2 (Resel
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2910826426
Rate Certificate No: 30772599

Date of Issue: 07/06/2023
Your Ref: 414017

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 WEDGETAIL DR, WHITTLESEA VIC 3757	3\PS746762	5186960	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	\$19.70	\$0.00
Residential Water Usage Charge <i>Step 1 – 12.000000kL x \$2.44510000 = \$29.34</i> Estimated Average Daily Usage \$0.31	09-02-2023 to 15-05-2023	\$29.34	\$0.00
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	\$112.45	\$0.00
Residential Sewer Usage Charge <i>12.000000kL x 0.757123 = 9.085475 x 0.900000 = 8.176928 x</i> <i>\$1.15400000 = \$9.44</i> Estimated Average Daily Usage \$0.10	09-02-2023 to 15-05-2023	\$9.44	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-04-2023 to 30-06-2023	\$15.02	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	\$0.00
		Total for This Property	\$0.00

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
1B DUNNART BVD, WHITTLESEA VIC 3757	B\PS730379	5130785	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	\$0.00
		Total for This Property	\$0.00

Total Due \$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5186960

Address: 7 WEDGETAIL DR, WHITTLESEA VIC 3757

Water Information Statement Number: 30772599

HOW TO PAY



Biller Code: 314567
Ref: 29108264269

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



City of Whittlesea

Locked Bag 1, Bundoora 3083
ABN 72 431 091 058

Valuations and Rates Notice

For the period 1 July 2022 to 30 June 2023

NRS 133 677 (ask for (03) 9217 2170)

Phone (03) 9217 2170

Email info@whittlesea.vic.gov.au

Terms and
Conditions apply

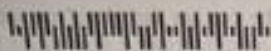


Hard Waste

Green Waste

Timber Waste

Brick & Rubble Waste



Mr R J O'Neal & Mrs J A Dugdale
7 Wedgetail Dr
WHITTLESEA VIC 3757



629
1026229
RE_877

Issue Date 28/07/2022

Assessment Number

1025816



For emailed notices register at
whittlesea.enotices.com.au
Reference No: AFE11693DL

Property Details 7 Wedgetail Drive WHITTLESEA VIC 3757

LOT 3 PS 746762L

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$650,000	\$950,000	\$47,500

Level of value date 01/01/2022 Valuation operative date 01/07/2022

AVPCC 110 Detached Dwelling

Council rates and charges

Balance Brought Forward	-\$0.03
General rate 47,500 x 0.04637267	\$2,202.70
Food/Green waste bin charge 1 x 87.63	\$87.63
Fire services charge (Res) 1 x 117.00	\$117.00
Fire services levy (Res) 950,000 x 0.00005300	\$50.35
Waste Service Charge (Res/Rural) 1 x 130.20	\$130.20
Total	\$2,587.85

Payments received after 26 July 2022 may not be included on this notice

INSTALMENT 1

\$649.85

Due By 30/09/2022

INSTALMENT 2

\$646.00

Due By 30/11/2022

INSTALMENT 3

\$646.00

Due By 28/02/2023

INSTALMENT 4

\$646.00

Due By 31/05/2023

If Instalment 1 is not paid by 30/09/2022, your account will change to the lump sum option shown below

LUMP SUM

\$2,587.85

Due By 15/02/2023

Where to pay

www.whittlesea.vic.gov.au



Billier Code: 5157

Ref: 1025816

After this payment via internet or phone banking.
BMY View - View and pay this bill using internet banking
BMY View Registration No: 1025816



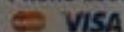
Billpay Code: 0350

Ref: 10258168

Pay in person at any post office, phone 13 18 15 or go to
postbillpay.com.au
Scan & pay this invoice with your iPhone, iPad or Android
device. Download the Australia Post mobile app.



Phone 1300 301 185



Council Offices

Cash, Cheque or EFTPOS
Hours - 8.30am to 5.00 pm Mon. to Fri.
(except public holidays)



*350 10258164



*350 10258164



Cash, Cheque or EFTPOS
Hours - 8.30am to 5.00 pm Mon. to Fri.

BUILDING PERMIT

Issued To

Class: Owner *Contact:* Ryan & Jessica O'Neal
Postal Address: 16 Thomson Park Drive WHITTLESEA VIC 3757
Address for giving or serving of documents: _____
Telephone: (04) 0854 0901

Property Details

No: 7 *Road/Street:* Wedgetail Drive *City/Suburb/Town:* WHITTLESEA
Lot: 3 *LP/PS:* PS7467624 *Volume:* 11972 *Folio:* 812
Crown Allotment: _____ *Section:* _____ *Parish:* _____ *County:* _____
Municipal District: City of Whittlesea *Postcode:* 3757

Builder¹

Builder: Marbuilt P/L
Address: Factory 3 / 21 Simms Road GREENSBOROUGH VIC 3088 *Telephone:* (04) 1678 2576

Details of building practitioners and architects

a) to be engaged in the building work ²

<i>Name</i>	<i>Category/Class</i>	<i>Registration No</i>
Michael Ryan	Builder - Domestic	DBU42514
Geoff Butler	Building Surveyor/Inspector	BS1107/INU1090

b) who were engaged to prepare documents forming part of the application for this permit ³

<i>Name</i>	<i>Category/Class</i>	<i>Registration No</i>
Geotechnical Engineering Services Pty.Lt	Engineer - Geotechnical	
APEART Building Design	Accredited Energy Rater	VIC/BDAV/13/1511
TGM Group Melbourne	Engineer - Civil	EC45062
Kitome	Draftsperson	

Details of domestic building work insurance⁴

The issuer or provider of the required insurance policy is: HIA Insurance Services (HOW)

Nature of Building Work

Construction of a new Building
Stage of Work Permitted: Construct a new residence
Total Floor Area of new building work: 249.1 m2 *Cost of building works:* \$412,000.00

Building classification

<i>Part of Building</i>	<i>BCA Classification</i>	<i>Description</i>
All	1a	Residence

Inspection requirements

The mandatory notification stages are:

Stump Holes	<input checked="" type="checkbox"/>
Frame	<input checked="" type="checkbox"/>
Final	<input checked="" type="checkbox"/>

Occupation or Use of building

An occupancy permit is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the whole of the building in respect of which the building work is carried out

Commencement and Completion

Building work must commence by: 8/02/2020 Building work must be completed by: 8/02/2021

Relevant Building Surveyor

Name: Geoff Butler Registration No: BSU 1107 / INU 1090

Business Name: Construction Concepts Advisors P/L

Address: 4 Valias St WARRANDYTE VIC 3113

Phone: 0398441739 Fax: 0398441740

Permit Number: 19/5463-0

Date of Permit Issue: 8/02/2019

Signature: _____



1. Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the building carrying out the building work. The penalty for non-compliance is 10 penalty units.

2. Include building practitioners with continuing involvement in the building work.

3. Include only building practitioners with no further involvement in the building work.

4. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered must be covered by an insurance policy as required under section 135 of the Building Act 1993

OCCUPANCY PERMIT

Issued To

Class: Owner *Contact:* Ryan & Jessica O'Neal
Postal Address: 16 Thomson Park Drive WHITTLESEA VIC 3757
Address for giving or serving of documents: _____
Telephone: _____

Copy to

Agent of Owner: Marbuilt P/L *Class:* Builder - Domestic
Address: Factory 3 / 21 Simms Road GREENSBOROUGH VIC 3088
Contact: Michael Ryan *Telephone:* _____

Property Details

No: 7 *Road/Street:* Wedgetail Drive *City/Suburb/Town:* WHITTLESEA *Postcode:* 3757
Lot: 3 *LP/PS:* PS7467624 *Volume:* 11972 *Folio:* 812
Crown Allotment: _____ *Section:* _____ *Parish:* _____ *County:* _____
Municipal District: City of Whittlesea

Description of building work

<i>Part of Building</i>	<i>Permitted Use</i>	<i>BCA Class</i>	<i>Max Permissible Floor Live Load</i>	<i>Max no of People to be accommodated</i>
All	Residence	1a	1.5 kpa	

Stories Contained: _____ *Rise In Storeys:* _____ *Effective Height:* _____
Type of Construction _____ *BCA Version:* _____

Conditions

Occupation is subject to the following condition

(1) Essential safety measures

Essential safety measures must be maintained in accordance with the maintenance requirements set out in the following table:

<i>Essential Safety Measure</i>	<i>BCA or other provision to which essential safety measure has been installed and is to operate</i>	<i>Frequency and type of maintenance required</i>
Smoke alarms	BCA Volume 2 part 3.7.2.2 & A.S 3786	In accordance with A.S 3786

Suitability for occupation

The building or place of public entertainment or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Certificate

Permit Number: 19/5463-0/0

Date of inspection: 6/11/2019

Date of Issue: 7/11/2019

Signature

Relevant Building Surveyor 

Name: Geoff Butler Registration No: BSU 1107 / INU 1090

Business Name: Construction Concepts Advisors P/L

Address: 4 Valias St WARRANDYTE VIC 3113

Phone: 0398441739 Fax: 0398441740

NOTE: This occupancy permit is not evidence that the building, part of the building or building work described above complies with the Building Act 1993 or the Building Regulations 2006, however, it is evidence that the building meets with the approved documents, has been inspected and is deemed suitable for occupation.

Domestic Building Insurance

Certificate of Insurance

Ryan O'Neal, Jessica O'Neal

**16 Thompson Park Drive
WHITTLESEA
VIC 3757**

Policy Number:

C413116

Policy Inception Date:

22/01/2019

Builder Account Number:

002499

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **7 Wedgetail Dr WHITTLESEA VIC 3757 Australia**

Carried out by the builder: **MARBUILT PTY LTD**

Builder ACN: **155999858**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Ryan O'Neal, Jessica O'Neal**

Pursuant to a domestic building contract dated: **28/11/2018**

For the contract price of: **\$ 412,000.00**

Type of Cover: **Cover is only provided if MARBUILT PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

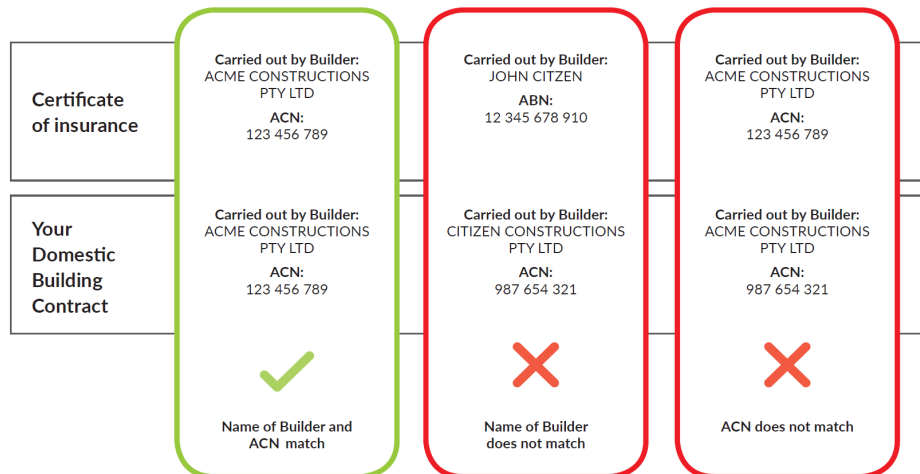
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,930.00
GST:	\$193.00
Stamp Duty:	\$212.30
Total:	\$2,335.30

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Contact Name Kristy Dunn
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 69156313-015-2

16 June 2023

Mountain Ranges Conveyancing
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

7 Wedgetail Drive, Whittlesea (Volume 11972 Folio 812) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 8 June 2023 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely,



Kristy Dunn
Customer Service Officer
Land Revenue

DATED

2023

RYAN JAMES O'NEAL AND JESSICA ANN O'NEAL

VENDOR STATEMENT

Property: 7 Wedgetail Drive, Whittlesea VIC 3757

Mountain Ranges Conveyancing Pty Ltd
Licensed Conveyancer
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:LH:2275