
Contract of sale of land

Property address: 24 Coleridge Way, South Morang, Victoria 3752

Vendor: Alfonso Cristian GONZALEZ MARTINEZ and Jessica COSOLETO

Purchaser:

Prepared by
Smith Legal Group t/a The Conveyancing Lawyers
Unit 523, 152 Sturt Street
Southbank VIC 3006

Email: graeme.smith@smithlegalgroup.com.au
Ref: SGS:GSS:CL20230044

Contract of sale of land

Property address: 24 Coleridge Way, South Morang, Victoria 3752

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, the general conditions and any special conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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 apply to you.

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

If you end the contract in this way, 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.

Exceptions

The 3-day cooling-off period does not apply if:

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

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 the amount of the deposit moneys payable under the contract of sale, up to 10% 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: THIS IS A LEGALLY BINDING AGREEMENT.
YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

Purchasers should ensure that prior to signing this contract they have received:

- **A copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and**
- **A copy of the full terms of this contract.**

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On / /

,
Print name of person signing.
State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

This offer will lapse unless accepted within clear business days – 3 clear business days if none specified.

SIGNED BY THE VENDOR

On / /

Alfonso Cristian GONZALEZ MARTINEZ
and Jessica COSOLETO
Print name of person signing.
State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

PARTICULARS OF SALE

VENDOR'S AGENT

Name	Stone Real Estate (Whittlesea)	Phone	0438 130 473	Fax	
Address	1/75 Church Street, Whittlesea, VIC 3757	Email	whittlesea@stonerealestate.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Alfonso Cristian GONZALEZ MARTINEZ and Jessica COSOLETO	Name	Smith Legal Group t/a The Conveyancing Lawyers		
		Address	Unit 523, 152 Sturt Street, Southbank VIC 3006		
Address	24 Coleridge Way, South Morang, VIC 3752 and 24 Coleridge Way, South Morang, VIC 3752	Contact	Stuart Gerald Smith		
		Email	stuart.smith@smithlegalgroup.com.au		
ACN/ABN		Phone	03 9681 4507	Fax	03 8692 6994

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 11139	Folio 328	23	602900G

OR

The land includes all improvements and fixtures.

Property address

The address of the land is:

24 Coleridge Way, South Morang

Goods sold with the land*General condition 2(a)(vi)*

Goods sold with land are:

 Listed in attached schedule.**OR** Listed as follows:**All fixed floor covering, All window furniture, All electrical fitting and as inspected.**

PAYMENT*General condition 11*

Price: \$

Plus GST: \$

Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$

Payable by purchaser

Deposit: \$

By of which \$

has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: Value \$750,000 or more*See general condition 15(f) and (g).*

GST*General condition 13* **No**, because: Vendor not registered or required to be registered Existing residential premises Not in the course or furtherance of an enterprise Going concern Farmland used for farming business or sale of subdivided farmland to an associate **Yes**, because: Purchaser entitled to input tax credit Purchaser **NOT** entitled to input tax credit Margin scheme applies Mixed supply

GST withholding*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

Notice required to be given by vendor

 Yes No

Withholding required by purchaser

 Yes No

No withholding for residential premises because:

 Vendor not registered or required to be registered The premises are not new The premises were created by substantial renovation

No withholding for potential residential land because:

 Vendor not registered or required to be registered The land includes a building used for commercial purposes The purchaser is registered for GST and acquires the property for a creditable purpose

The premises are commercial residential premises

SETTLEMENT

General condition 10

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; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

OR

Subject to a lease, particulars of which are:

Attached; or

As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

Yes No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

21 days **OR** 14 days from the contract date (approval period)

Lender:

Loan amount:

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

Building report. Provider:

Pest report. Provider:

Special conditions

Yes No

Special Conditions

Special Condition 1 - Purchaser's Acknowledgement:

The Purchaser acknowledges that the Vendor's Agent has acted only as Agent of the Vendor and no information representation or warranty of the Vendor or his Agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon and it is further agreed that this Contract of Sale and the original Vendor's Statement (a copy of which is included in this Contract of Sale) are the sole and full repository of the agreement between the Vendor, his Agent and the Purchaser.

Special Condition 2 - Condition of Property and Chattels:

The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

Special Condition 3 - Existing Services and Utilities:

The Purchaser acknowledges that the property sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations services and utilities (if any). The Purchaser shall not make any requisitions, objection or claim for compensation in respect of any of the following:

- 3.1 the nature, location availability or non-availability of any such installations, services and utilities;
- 3.2 if any such service is a joint service with any other land or building;
- 3.3 if any such service for any other property or building or any parts or connections therefore pass through the property;
- 3.4 if any sewer or water main or connection passes through in or over the property;
- 3.5 if there is a man hole or vent on the property; or
- 3.6 if because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

Special Condition 4 - Exclusion of Warranties:

The Purchaser acknowledges and agrees that the property together with any improvements is purchased by the Purchaser:

- 4.1 as a result of the independent exercise for the Purchaser's own skill and judgement after due inspection and investigation; and
- 4.2 in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
- 4.3 and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to :
 - 4.3.1 the merchantability, quality or fitness for any purpose of the land or the improvements;
 - 4.3.2 the freedom of the property from defects, infestations, contamination or dilapidation;
 - 4.3.3 the use to which the property or the improvements can lawfully be put;
 - 4.3.4 whether development of any description may be carried out on the land;
 - or
 - 4.3.5 whether the improvements on the property have been built or placed there in accordance with each approval required by law for the building or placement of the same.
- 4.4 The Purchaser shall make no requisition in respect of or objection to or claim any compensation for any contamination or pollution of the property and shall at its own expense comply with the requirements of each competent authority for the abatement of any pollution or the clean up or any environmental audit (or any combination of them) of the property and shall keep the Vendor indemnified at all times against the cost of doing so. Condition 15 of Table A shall extend to and include each notice or other given or made by a competent authority in relation to any of the matters referred to in this special condition except to the extent to which this Contract expressly requires the Purchaser to assume responsibility for any such notice or order given or made prior to the Day of Sale.

Special Condition 5 - Guarantee:

GUARANTEE AND INDEMNITY

The following guarantee shall be executed by each person who executed this Contract for and on behalf Of the Purchaser (if not the Same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, _____ of _____

And _____ of _____

(hereinafter called the "Guarantors") **IN CONSIDERATION** of the within-named Vendor(s) selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor(s) and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole Of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor(s) and hereby indemnify and agree to keep the Vendor(s) 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(s) may incur by reason of any default on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by;-

- (a) any neglect or forbearance on the part of the vendor(s) in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the purchaser(s) for any such payment performance or observance;
- (d) by reason of the vendor(s) assigning his, her or their rights under the said contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the day _____ of _____ 202

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

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

Special Condition 6 - Error in Adjustments of Outgoings:

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.

Special Condition 7 – Delayed Settlement:

Without limiting any other rights of the Vendor, if the Purchaser fails to settle on the due date for Settlement as set out in the particulars of sale to this Contract (**Due Date**) or request an extension to the Due Date, the Purchaser must pay to the Vendor's solicitors an amount of \$120.00 inclusive of GST representing the Vendor's additional costs and disbursements. This special condition applies for each occasion Settlement is extended.

Special Condition 8 - Nomination:

General condition 18 is deleted and replaced by the following:

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract

Special Condition 9 – Building Report:

21.1 This special condition only applies if the applicable box in the particulars of sale is checked

21.2 The purchaser may end this contract within 10 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

21.4 A notice under this special 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.

Special Condition 10 Pest Report:

22.1 This special condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 10 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

22.4 A notice under this special 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.

Special Condition 11 – Not Required:

Special condition 12 – Foreign Resident Capital Gains Withholding

12.1 Interpretation

Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TAA") have the same meaning in this special condition unless the context requires otherwise.

12.2 Amount to be withheld

Only 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 of the TAA ("the amount"), then:

- (a) the amount is to be deducted from the vendor's entitlement to the contract consideration; and
- (b) if there is no consideration or non-monetary consideration, the vendor must pay to the

- purchaser at settlement such part of the amount as is represented by non-monetary consideration;
and
- 12.3 (c) special condition 2.3 applies.
- Purchaser and vendor obligations
- (a) The purchaser must:
- (i) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations in this special condition; and
- (ii) ensure that the representative does so.
- (b) The purchaser must (and the terms of engagement for the purchaser’s representative are taken to include instructions to) have regard to the vendor’s interests and:
- (i) 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 purchaser (or its representative) in accordance with this special condition if the sale of the property settles;
- (ii) promptly provide the vendor with proof of payment;
- (iii) otherwise comply, or ensure compliance with, this special condition; and
- (iv) where the amount is not payable to the Commissioner, return it promptly to the vendor and the amount is a charge on the land until payment of the amount is made in accordance with this special condition; despite:
- (v) any contrary instructions, other than from both the purchaser and the vendor; and
- (vi) any other provision in this contract to the contrary.
- (c) The purchaser (and its representative) is taken to have complied with the obligations in special condition
- 2.3(b) if:
- (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties;
- and
- (ii) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- (d) Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 of the TAA must be given to the purchaser at least 5 business days before the due date for settlement.
- (e) The vendor must provide the purchaser with the information needed for the purchaser to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 of the TAA.
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.
- (f) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- (g) The requirements of this special condition which are not or cannot be satisfied by settlement will survive and will not in any way be removed or be satisfied or determined on settlement.

Special Condition 13 - Sale by Auction:

The property is offered for sale by public auction, 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.

Contract of sale of land 2023 edition

Part 2 General Conditions

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to:
 - (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
 - (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and
 - (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
 - (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

- (i) 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
- (ii) 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
- (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland to an associate'** is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.
 - (i) GST is included in the price.
 - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser

- A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser
- In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.
- (iv) Advise the vendor that the purchaser no longer relies on this condition.
 - (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
 - (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
 - (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
 - (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
 - (iii) End the contract; or
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
 - (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;

- (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- (a) 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.
- (b) The default notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:

- (i) Specify the particulars of the failure to comply with the default notice; and
- (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Vendor statement

Property address: 24 Coleridge Way, South Morang, Victoria 3752

Vendor: Alfonso Cristian GONZALEZ MARTINEZ and Jessica COSOLETO

Purchaser:

Prepared by
Smith Legal Group t/a The Conveyancing Lawyers
Unit 523, 152 Sturt Street
Southbank VIC 3006

Email: graeme.smith@smithlegalgroup.com.au
Ref: SGS:GSS:CL20230044

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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties 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: 24 Coleridge Way, South Morang, Victoria 3752

SIGNED BY THE VENDOR

Name: **Alfonso Cristian GONZALEZ MARTINEZ and Jessica COSOLETO**

On 19 / 12 / 2023

j.cosoleto

A.C Gonzalez Martinez

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SIGNED BY THE PURCHASER

Name:

On / /

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT (Please tick)

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

Attached.

Further information:

TITLE

(a) Attached are copies of the following documents:

Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE AND SERVICES

(a) Easements, covenants, or other similar restrictions

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

Attached copies of title document/s.

OR

Full description:

Nil

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

None to the vendor's knowledge

(b) Services

The following services are **NOT** connected to the land:

Electricity supply Gas supply Telephone Water supply Sewerage

(c) Road access Yes No

PLANNING

(a) Planning scheme

Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

Yes No *Under section 192A of the Building Act 1993*

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

Their total does not exceed

(b) Particulars of any charge under any Act

To

Due Diligence Checklist

Consumer Affairs Victoria

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](https://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.

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11139 FOLIO 328

Security no : 124110358770T
Produced 08/11/2023 04:12 PM

LAND DESCRIPTION

Lot 23 on Plan of Subdivision 602900G.
PARENT TITLE Volume 11023 Folio 073
Created by instrument PS602900G 02/06/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ALFONSO CRISTIAN GONZALEZ MARTINEZ
JESSICA COSOLETO both of 24 COLERIDGE WAY SOUTH MORANG VIC 3752
AL948516J 11/06/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL948517G 11/06/2015
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS602900G 02/06/2009

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF177613K 02/07/2007

DIAGRAM LOCATION

SEE PS602900G 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: 24 COLERIDGE WAY SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet


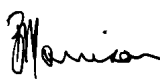

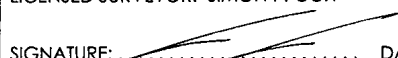
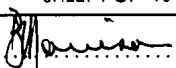
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Number of Pages (excluding this cover sheet)	11
Document Assembled	08/11/2023 16:14

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PLAN OF SUBDIVISION		STAGE No. --	LR USE ONLY EDITION 2	PS602900G <small>21/05/2009 \$10001 PS</small> 	
LOCATION OF LAND PARISH: MORANG TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: ----- CROWN PORTION: 11 (PART) TITLE REFERENCES: VOL: FOL: LAST PLAN REFERENCE: LOT 2 P.S.607394S POSTAL ADDRESS: 160 GORDONS ROAD SOUTH MORANG MGA CO-ORDINATES: E: 330900 ZONE: 55 N: 5832850 DATUM: GDA 94		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: WHITTLESEA SHIRE COUNCIL REF: 606357 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / / 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE  COUNCIL SEAL DATE 3/3/2009 RE CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / /			
VESTING OF ROADS OR RESERVES					
IDENTIFIER		COUNCIL/BODY/PERSON			
ROAD R1 RESERVE NO:1 RESERVE NO:2		WHITTLESEA SHIRE COUNCIL WHITTLESEA SHIRE COUNCIL SPI ELECTRICITY PTY.LTD			
NOTATIONS					
DEPTH LIMITATION: DOES NOT APPLY		STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.			
NOTES: TANGENT POINTS ARE SHOWN THUS: 		FURTHER PURPOSE OF PLAN : VARIATION OF THAT PART OF EASEMENT (E-4) DESCRIBED IN P.S.607394S FOR DRAINAGE IN FAVOUR OF MELBOURNE WATER CORPORATION. AUTHORITY FOR EASEMENT VARIATION - BY AGREEMENT SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No.			
EASEMENT INFORMATION - SEE SHEET 2				LOCATION	
LEGEND: A - APPURTENANT		E - ENCUMBERING EASEMENT		R - ENCUMBERING EASEMENT (ROAD)	
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF	
				GREEN GULLY ESTATE LOTS: 74 STAGE: 1 AREA: 5.908HA MEL: 183:F:6 LR USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 21 / 5 / 2009 LR USE ONLY PLAN REGISTERED TIME 12 : 27 pm DATE 2 / 6 / 2009 NJR ASSISTANT REGISTRAR OF TITLES CHECKED: N.O. DATE: 24/07/2008 SHEET 1 OF 10 SHEETS	
Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		ORIGINAL SHEET SIZE A3	LICENSED SURVEYOR: SIMON P. COX SIGNATURE:  DATE: 24/07/08 REF: 7734/1 VERSION: 7		 DATE: 3/3/2009 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION		STAGE No. --	LR USE ONLY EDITION	PLAN NUMBER PS 602900G
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
(E-1)	DRAINAGE AND SEWERAGE	SEE PLAN	L.P.142102	LAND IN L.P.142102
(E-2)	ELECTRICITY SUPPLY	SEE PLAN	INST.NO.C922331	STATE ELECTRICITY COMMISSION OF VICTORIA
(E-3)	ELECTRICITY SUPPLY	SEE PLAN	INST.NO.A773782	STATE ELECTRICITY COMMISSION OF VICTORIA
(E-4)	DRAINAGE	SEE PLAN	C/E AF249490A	MELBOURNE WATER CORPORATION
(E-5)	SEWERAGE	SEE PLAN	C/E AF249490A	YARRA VALLEY WATER LIMITED
(E-6)	DRAINAGE	SEE PLAN	C/E AF249490A	MELBOURNE WATER CORPORATION
(E-6)	SEWERAGE	SEE PLAN	C/E AF249490A	YARRA VALLEY WATER LIMITED
(E-7)	DRAINAGE AND SEWERAGE	SEE PLAN	L.P. 142102	LAND IN L.P.142102
(E-7)	DRAINAGE	SEE PLAN	C/E AF249490A	MELBOURNE WATER CORPORATION
(E-8)	DRAINAGE AND SEWERAGE	SEE PLAN	L.P.142102	LAND IN L.P.142102
(E-8)	DRAINAGE	SEE PLAN	C/E AF249490A	MELBOURNE WATER CORPORATION
(E-8)	SEWERAGE	SEE PLAN	C/E AF249490A	YARRA VALLEY WATER LIMITED
(E-9)	DRAINAGE AND SEWERAGE	SEE PLAN	L.P.142102	LAND IN L.P.142102
(E-9)	SEWERAGE	SEE PLAN	C/E AF249490A	YARRA VALLEY WATER LIMITED
(E-10)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND WHITTLESEA SHIRE COUNCIL
(E-10)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LIMITED

CHECKED: N.O. DATE: 24/07/2008

SHEET 2 OF 10 SHEETS

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ORIGINAL
 SHEET SIZE
A3

LICENSED SURVEYOR: SIMON P. COX
 SIGNATURE: _____ DATE: 24/07/08
 REF: 7734/1 VERSION: 7

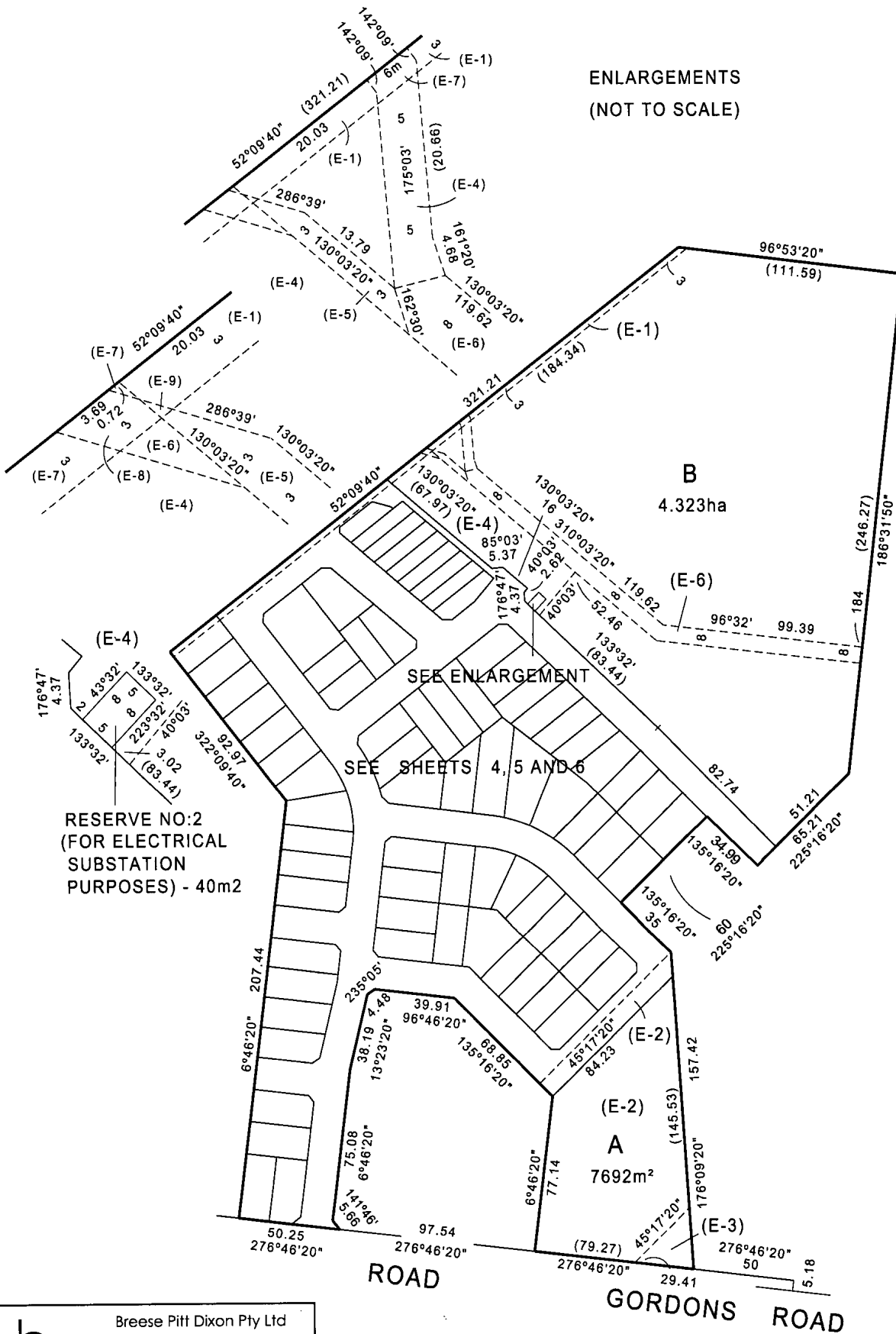
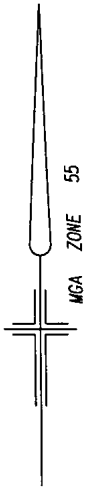
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 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.
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PLAN NUMBER
PS 602900G

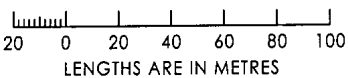
ENLARGEMENTS
(NOT TO SCALE)



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SCALE 1:2000
SHEET SIZE A3

LICENSED SURVEYOR: SIMON P. COX

SIGNATURE: _____
REF: 7734/1

DATE: 24/07/08
VERSION: 7

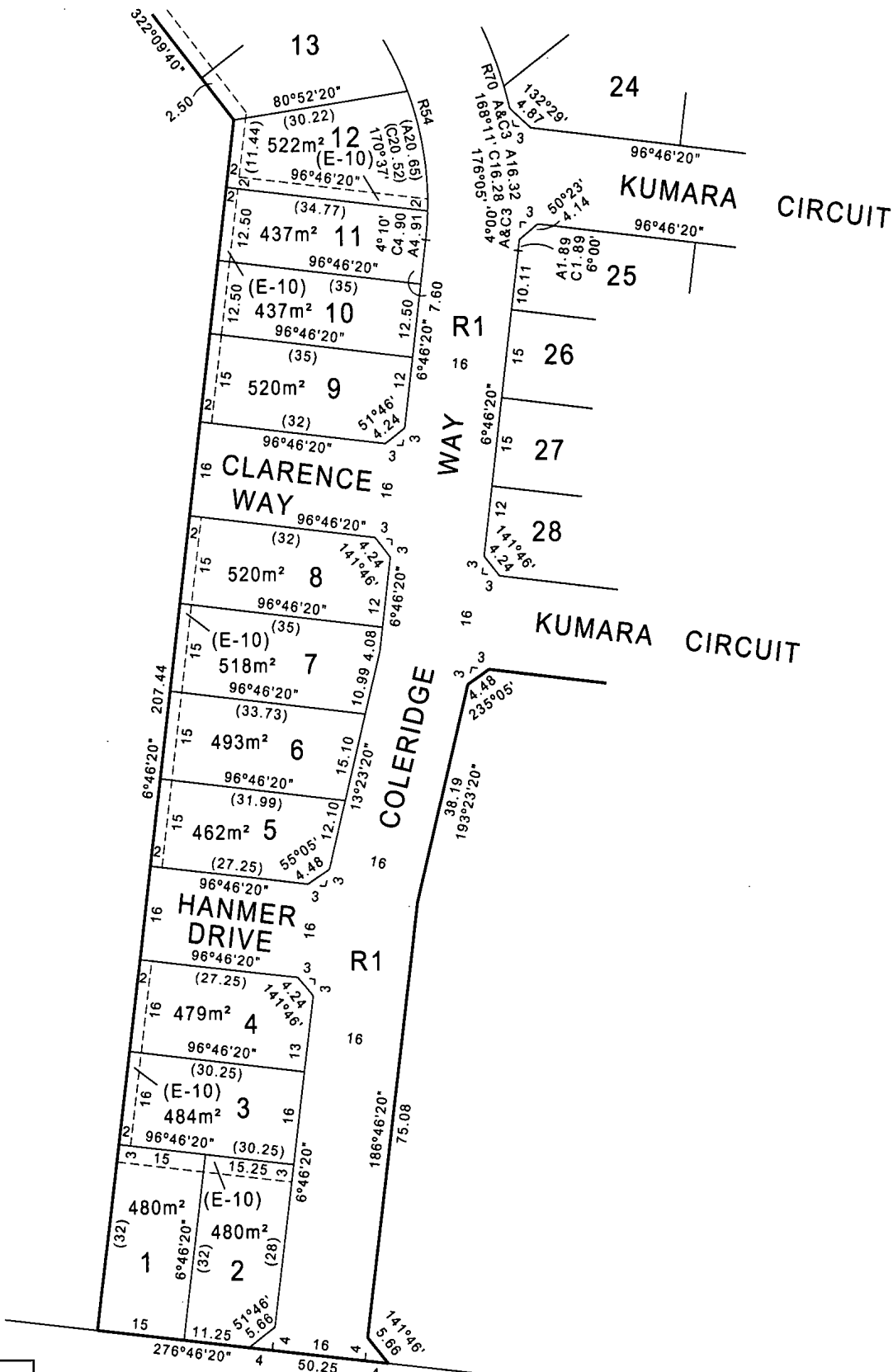
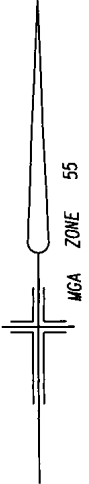
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DATE: 24/07/2008

SHEET 3 OF 10 SHEETS

Marrison
DATE: 3/8/2009
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. --	PLAN NUMBER PS 602900G
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SHEET 4 OF 10 SHEETS	

SCALE

LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE	LICENSED SURVEYOR: SIMON P. COX
1:750	A3	SIGNATURE: <i>[Signature]</i>
		DATE: 24/07/08
		VERSION: 7

REF: 7734/1

[Signature]
 DATE: 31/3/2009
 COUNCIL DELEGATE SIGNATURE

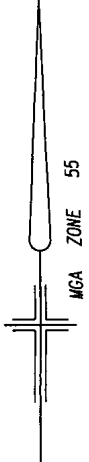
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STAGE No.

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PLAN NUMBER

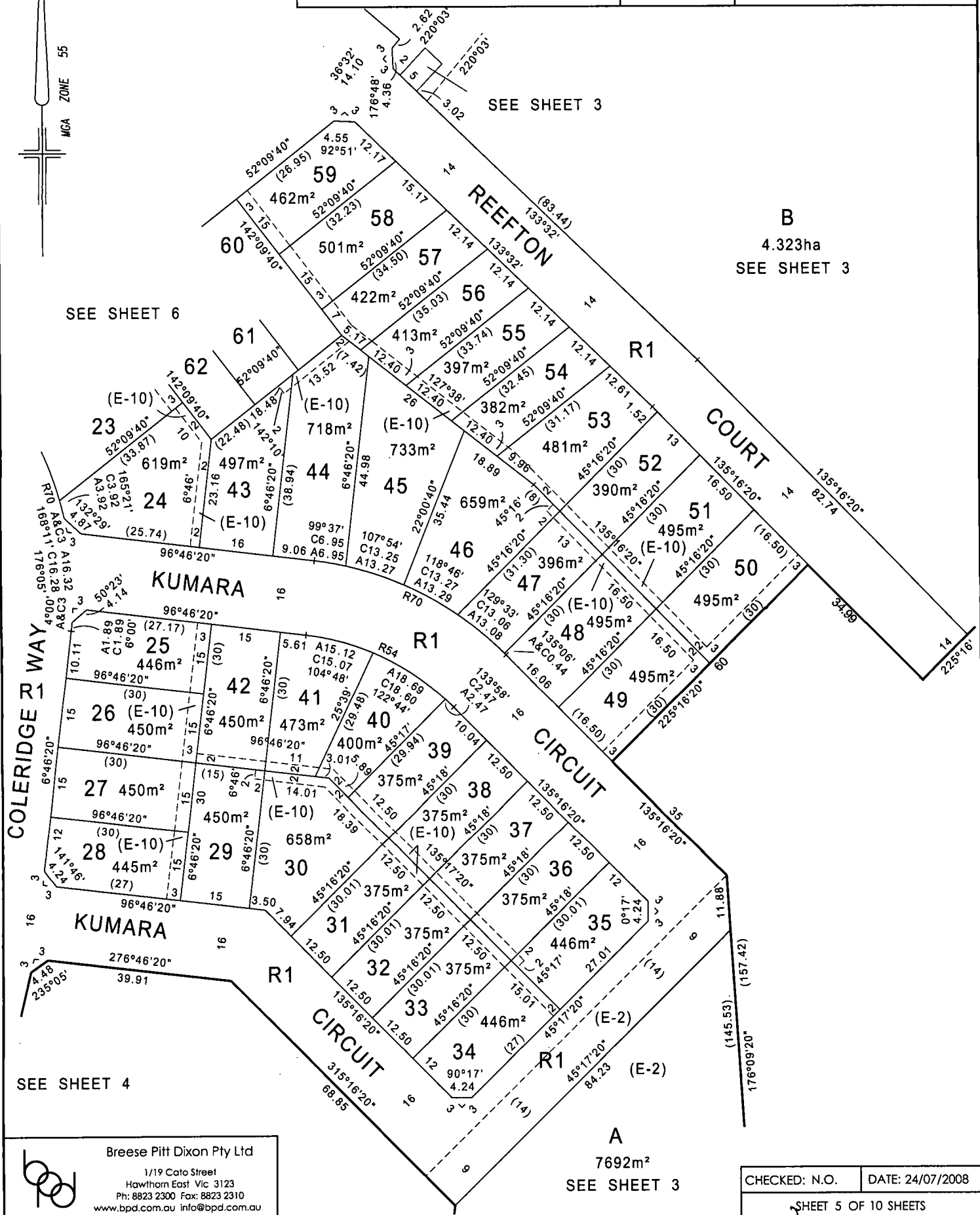
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SEE SHEET 3

B
4.323ha
SEE SHEET 3

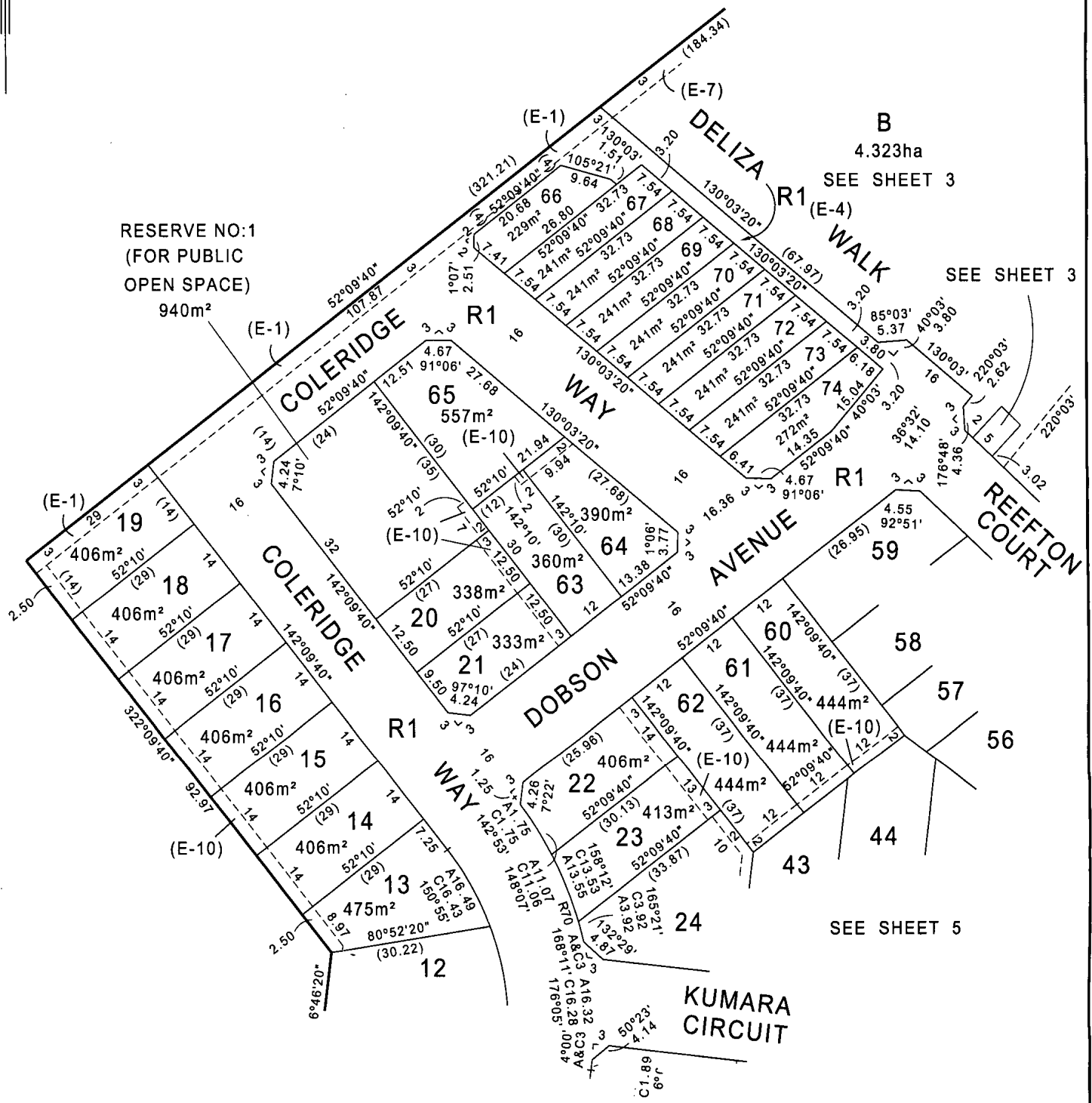
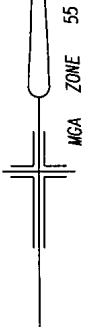
SEE SHEET 6



PLAN OF SUBDIVISION

STAGE No.
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PLAN NUMBER
PS 602900G



RESERVE NO:1
(FOR PUBLIC
OPEN SPACE)
940m²

B
4.323ha
SEE SHEET 3

SEE SHEET 3

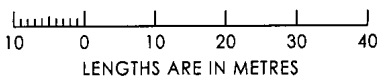
SEE SHEET 4

SEE SHEET 5



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ORIGINAL

SCALE SHEET
1:750 SIZE
A3

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SIGNATURE: _____
REF: 7734/1

DATE: 24/07/08
VERSION: 7

CHECKED: N.O. DATE: 24/07/2008

SHEET 6 OF 10 SHEETS

Maissa
DATE: 3/3/2009
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. --	PLAN NUMBER PS 602900G
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SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

For the purposes of this restriction:

- (a) A dwelling means a building that contains self contained living accommodation.
- (b) A building means any structure except a fence.
- (c) All distances shown are in metres.
- (d) If a conflict shall exist between any provision in this restriction and Rescode or any instrument replacing it then the provisions of the latter shall apply.


Land to benefit : Lots 1 to 74 (both inclusive).

Land to be burdened: Lots 1 to 6 (Both Inclusive), Lots 10 & 11, Lots 13 to 23 (Both Inclusive),
Lots 25 to 29 (Both Inclusive), Lots 31 to 43 (Both inclusive) and
Lots 47 to 64 (Both Inclusive).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority, construct or permit to be constructed:

- (i) any dwelling outside the area shown "hatched" on sheets 8, 9 and 10 of this plan

SEE "SCHEDULE" ON SHEETS 8, 9 AND 10

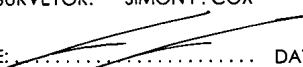


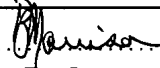
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SHEET 7 OF 10 SHEETS	

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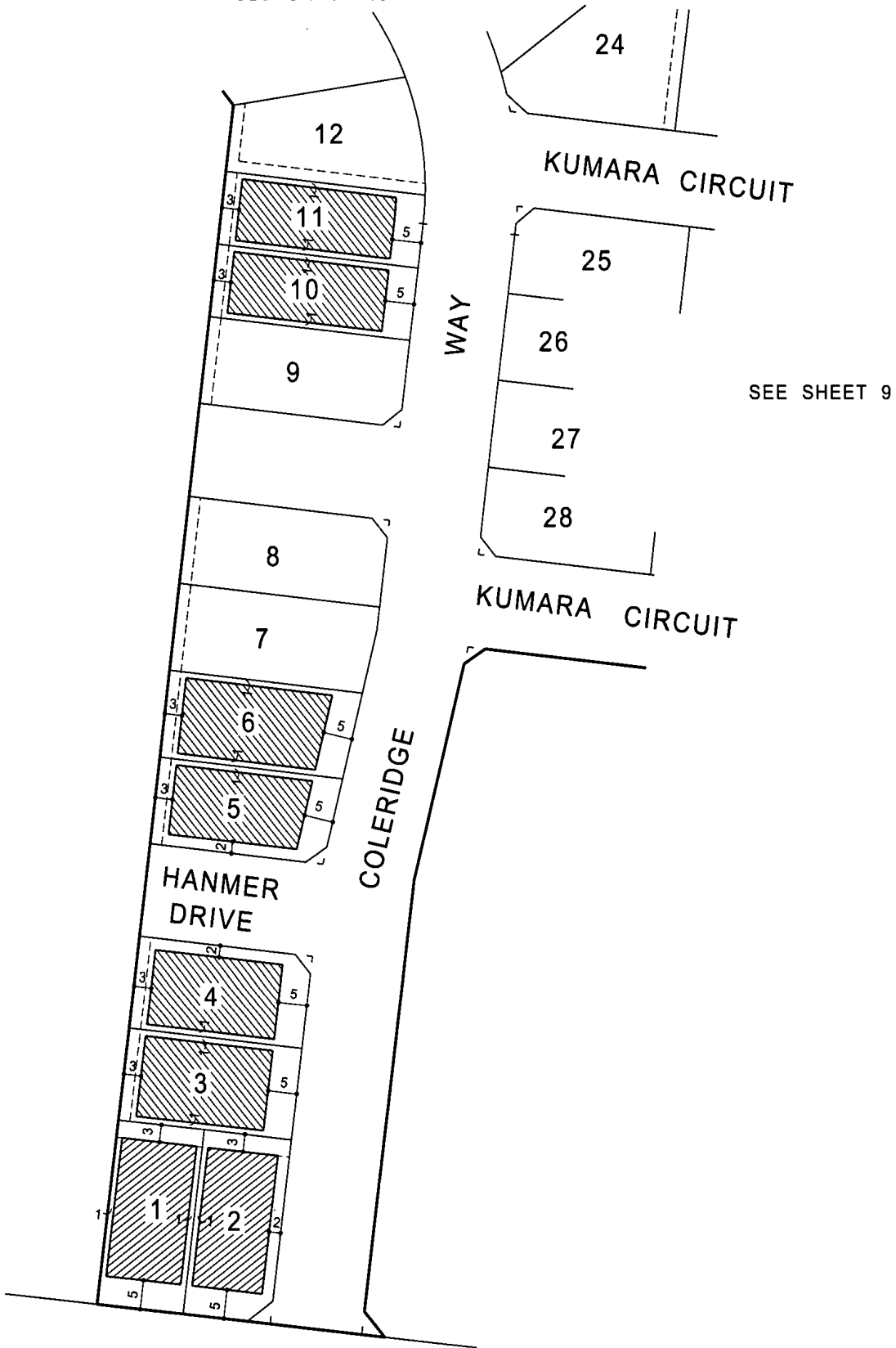
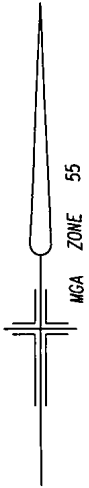
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SCALE SHEET SIZE
A3

LICENSED SURVEYOR: SIMON P. COX
SIGNATURE:  DATE: 24/07/08
REF: 7734/1 VERSION: 7


DATE: 3/3/2009
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. --	PLAN NUMBER PS 602900G
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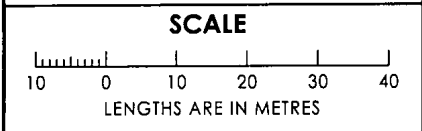
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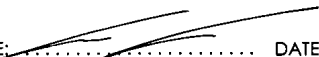
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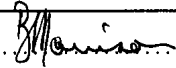
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SHEET 8 OF 10 SHEETS	



ORIGINAL
 SCALE SHEET
 1:750 SIZE
 A3

LICENSED SURVEYOR: SIMON P. COX
 SIGNATURE: 
 DATE: 24/07/08
 REF: 7734/1
 VERSION: 7


 DATE: 3/3/2009
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

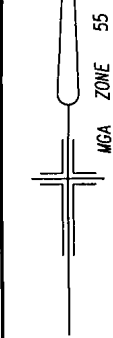
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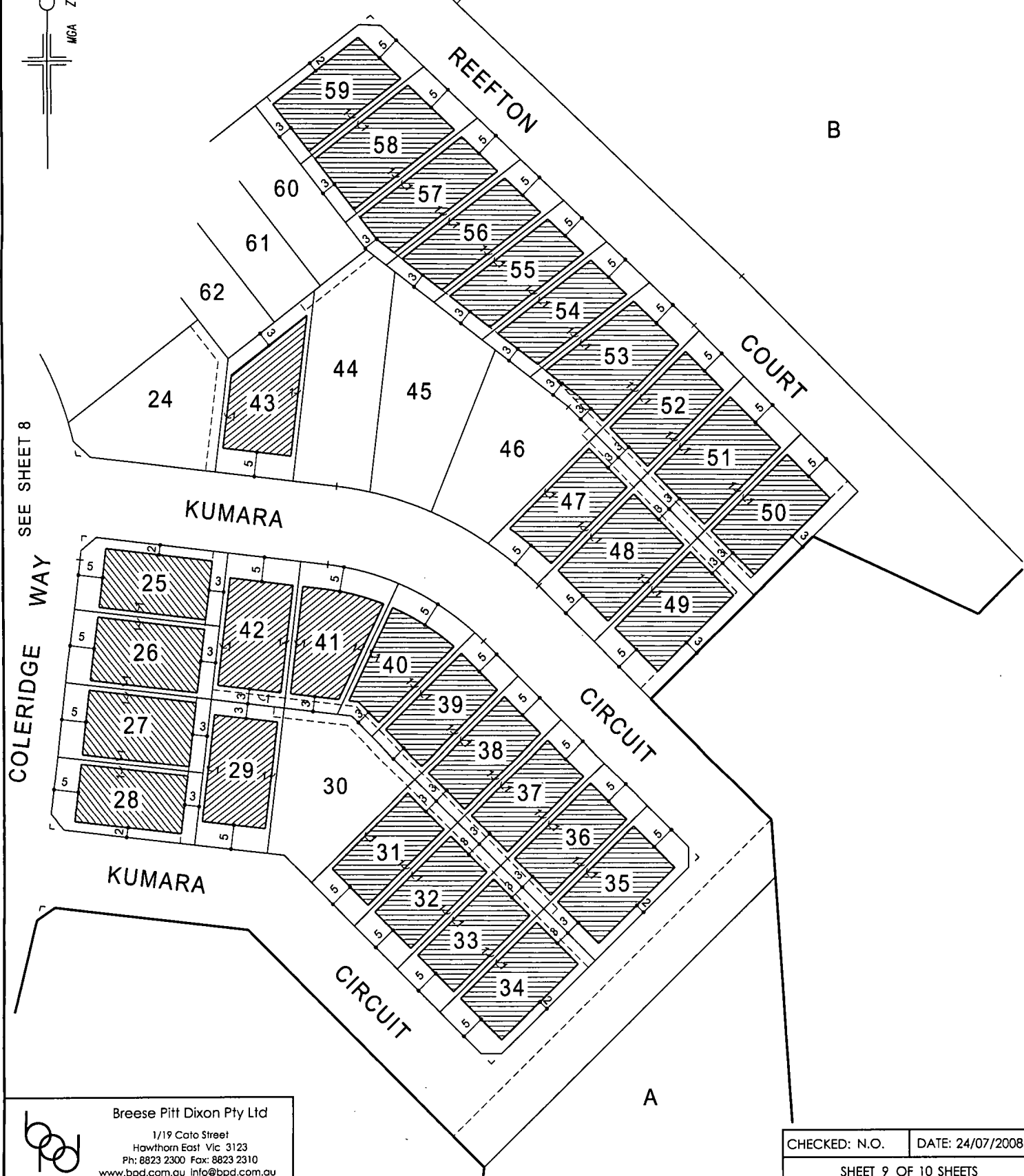
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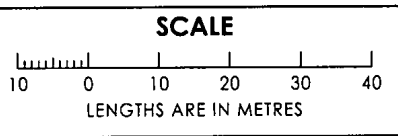
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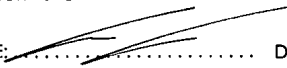
SEE SHEET 8
COLERIDGE WAY

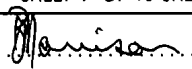


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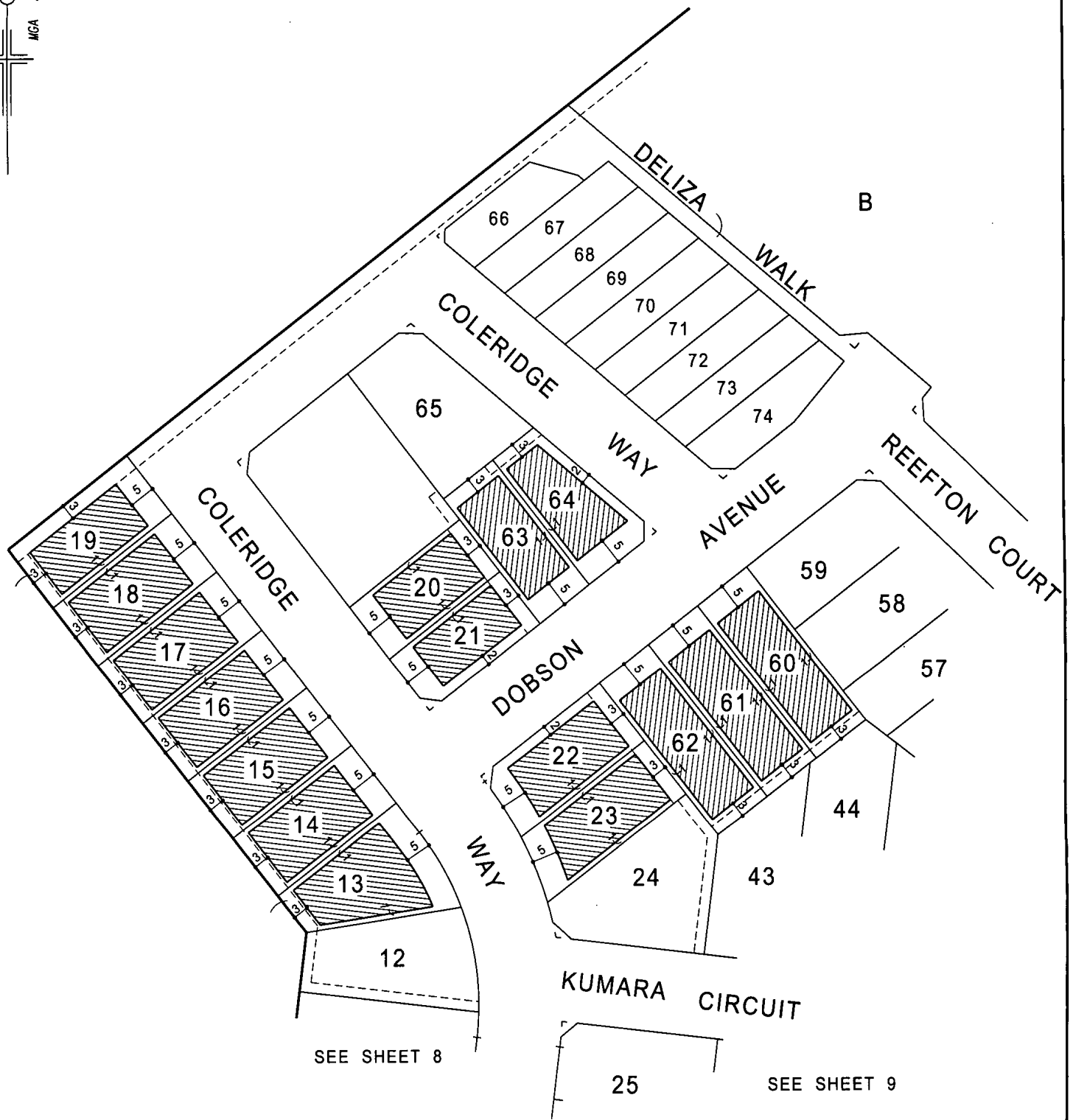
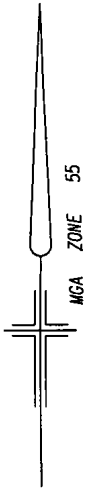


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SCALE SHEET SIZE
1:750 A3

LICENSED SURVEYOR: SIMON P. COX
SIGNATURE: 
DATE: 24/07/08
VERSION: 7
REF: 7734/1

CHECKED: N.O.	DATE: 24/07/2008
SHEET 9 OF 10 SHEETS	
	
DATE: 3/3/2009	
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PLAN OF SUBDIVISION	STAGE No. --	PLAN NUMBER PS 602900G
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SHEET 10 OF 10 SHEETS	

SCALE

 LENGTHS ARE IN METRES

ORIGINAL
 SCALE 1:750
 SHEET SIZE A3

LICENSED SURVEYOR: SIMON P. COX
 SIGNATURE:
 REF: 7734/1
 DATE: 24/07/08
 VERSION: 7

DATE: 31/3/2009
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02/07/2007 \$97 173



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

Section 181(1)

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: *LAWSON HUGHES RESERVOIR*

Phone: *94602422*

Address: *309 SPRING STREET, RESERVOIR* Customer Code: *3914G*

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

LAND Certificate of Title Volume 9631 Folio 209

RESPONSIBLE AUTHORITY City of Whittlesea, Civic Centre, Ferres Boulevard, South Morang, 3752

SECTION AND ACT UNDER WHICH AGREEMENT MADE

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature for the Responsibility *X [Signature]*

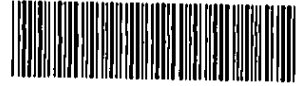
Name of Officer: *DAVID TURNBULL*

Position of Officer *CHIEF EXECUTIVE OFFICER*

Date: *20 JUNE 2007*

AF177613K

02/07/2007 \$97 173



LAWSON HUGHES RESERVOIR
Solicitors

Date 20 JUNE 2007

SECTION 173 Agreement
Subject Land: Lots 1 & 2, 160 Gordons Road, South
Morang 3752

Whittlesea City Council

and

Anthony John Power and Kathleen Mary Power

AF177613K

02/07/2007 \$97 173



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AF177613K



Section 173 Agreement

DATED

20 JUNE 2007

BETWEEN

WHITTLESEA CITY COUNCIL
of Civic Centre, Ferres Boulevard, South Morang, 3752

(Council)

AND

ANTHONY JOHN POWER and KATHLEEN MARY POWER
of 160 Gordons Road, South Morang, 3752

(Owner)

RECITALS

- A. The Owner is the registered proprietor of the subject land.
- B. The Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. A permit was issued by the Council to allow the Owner to subdivide the subject land into 2 lots in accordance with the endorsed plans referred to in the permit.
- D. Condition 2 of the permit provides that:

"Prior to certification of the plan of subdivision, the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 to provide for the following:

- (a) The existing dwelling on the excised lot (Lot 1) must connect to reticulated services at the time reticulated services are available no later than when the balance of the land (Lot 2) is further subdivided.
- (b) Provision of an effluent disposal envelope for the existing dwelling. An effluent disposal envelope covering a minimum area of 1800m² must be provided for a three bedroom dwelling and a minimum area of 2100m² for a four bedroom dwelling. If the effluent disposal envelope for the existing dwelling cannot be accommodated entirely within the excised lot, then an easement must be provided on the balance of the landholding to accommodate the effluent disposal envelope in favour of the existing dwelling on the excised lot.

- (c) The easement referred to in (b) above must remain until such time as the balance of the land (Lot 2) is further subdivided and the existing dwelling on the excised lot is connected to reticulated services.
- (d) When the balance lot (Lot 2) is further subdivided, connection points for reticulated services must be provided to the boundary of the excised lot (Lot 1).
- (e) When the excised lot (lot1) and the balance lot (lot2) are further subdivided, the land encumbered by the Electricity Easement must be set aside in a Council reserve at no cost to Council.
- (f) Development Contributions in accordance with South Morang Local Structure Plan must be paid prior to the issue of the Statement of Compliance for any subsequent subdivision of either the excised lot (Lot 1) and/or the balance lot (Lot 2)..
- (g) The costs for the preparation and execution of the Agreement shall be borne by the permit holder.

E. As at the date of this Agreement, the subject land is encumbered by Mortgage no AD051070T in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the subject land.

F. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement unless expressed or implied to the contrary:

Act means the *Planning and Environment Act 1987*.

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

approved means approved by the Council.

building has the same meaning given to that term in the Act.

business day means Monday to Friday excluding public holidays in Victoria.

development includes subdivision.

dwelling has the same meaning given to that term in the Scheme.

lot 1 means lot 1 on the plan of subdivision.

lot 2 means lot 2 on the plan of subdivision.

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

Owner means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the subject land or any part of it.

AF177613K



permit means Planning Permit No 710232 issued by the Council on 9 May 2007.

planning approval means and includes any planning permit issued in accordance with the Act.

plan of subdivision means proposed Plan of Subdivision No. PS 607394S a copy of which is annexed to this Agreement.

Reticulated Services means the provision of reticulated water, sewerage and drainage in accordance with the reasonable requirements of the relevant supply authorities.

Scheme means the Whittlesea Planning Scheme.

subject land means the whole of the land described in Certificate of Title Volume 9631 Folio 209 being situated at 160 Gordons Road, South Morang, or any part of that land.

2. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

3. EFFECT OF AGREEMENT

- 3.1 This Agreement is effective from the date of this Agreement.
- 3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement which provide for the use or development of the subject land for the specified purposes and which are intended to achieve or advance the objectives of the Scheme.
- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the subject land.

4. OWNER'S WARRANTIES

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- 4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement, and any other persons disclosed in writing to the Council before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land pursuant to the Scheme or any permit or approved plan under the Scheme;
- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

AF177613K



5. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement if required by the Council.

6. COVENANTS OF OWNER

6.1 Owner's Covenants

The Owner covenants and acknowledges that:

- 6.1.1 The existing dwelling on lot 1 shall be connected to Reticulated Services at the time that Reticulated Services are available to lot 1, and in any event no later than when lot 2 is further subdivided.
- 6.1.2 When the balance lot (Lot 2) is further subdivided, connection points for reticulated services shall be provided to the boundary of the excised lot (Lot 1) in accordance with the requirements of the relevant supply authorities and at the cost of the owner of lot (2) at the time.
- 6.1.3 When the excised lot (lot1) and the balance lot (lot2) are further subdivided, the land encumbered by the Electricity Transmission Easement at the time of such further subdivision shall be set aside in a Council reserve at no cost to Council.
- 6.1.4 Notwithstanding (6.1.3) above and subject to City of Whittlesea approval, any further development of Lot 1 may allow for the land encumbered by Electricity Transmission Easement to be used for the purpose of Roadway, Carparking and Landscaping, provided sufficient land is divested to Council to enable provision of a linear open space reserve in accordance with the South Morang Local Structure Plan, and an appropriate urban design outcome, as determined by the City of Whittlesea, can be achieved.
- 6.1.5 Development Contributions in accordance with South Morang Local Structure Plan shall be paid prior to the issue of the Statement of Compliance for any subsequent subdivision of either the excised lot (Lot 1) and/or the balance lot (Lot 2).
- 6.1.6 The costs for the preparation and execution of the Agreement shall be borne by the permit holder.

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6.2 Notice

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

6.3 Registration

The Owner covenants to:

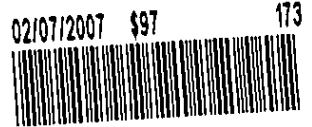
6.3.1 consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with Section 181 of the Act; and

6.3.2 do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

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6.4 Mortgagee to be Bound

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

6.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which (until paid) are and remain a charge on the subject land.

7. ENDING OF AGREEMENT

7.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement in respect of the subject land or any subdivided part of the subject land.

7.2 As soon as reasonably practicable after this Agreement has ended, the Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in respect of the whole or the relevant subdivided part of the subject land (as the case may be).

8. GENERAL

8.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

8.2 No Waiver

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

8.3 Severability

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

8.4 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

9. NOTICES

9.1 Service of Notice

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

9.1.1 personally on the party; or

9.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service; or

9.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

9.2 Time of Service

A notice or other communication is deemed served:

9.2.1 if served personally, upon service;

9.2.2 if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;

9.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or

9.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

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10. INTERPRETATION

In this Agreement, unless expressed or implied to the contrary:

10.1 undefined terms or words have the meanings given in the Act or the Scheme;

10.2 the singular includes the plural and the plural includes the singular;

10.3 a reference to a gender includes a reference to the other genders;

10.4 a reference to a person includes a reference to a firm, corporation or other corporate body;

- 10.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 10.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 10.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 10.8 where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- 10.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 10.10 the Recitals to this Agreement form part of this Agreement.

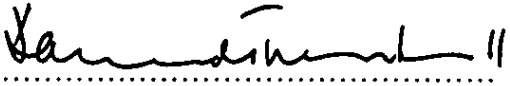
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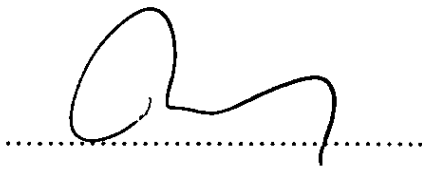
EXECUTED by the parties

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



.....
Chief Executive Officer

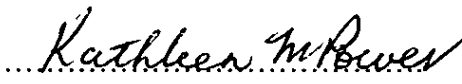
Signed sealed and delivered by)
ANTHONY JOHN POWER)
and witnessed by:)





.....
Witness Signature

Signed sealed and delivered by)
KATHLEEN MARY POWER)
and witnessed by:)

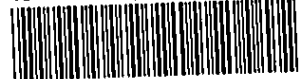




.....
Witness Signature

AF177613K

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From www.planning.vic.gov.au at 14 November 2023 02:59 PM

PROPERTY DETAILS

Address: **24 COLERIDGE WAY SOUTH MORANG 3752**
Lot and Plan Number: **Lot 23 PS602900**
Standard Parcel Identifier (SPI): **23\PS602900**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **702290**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 183 E7**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

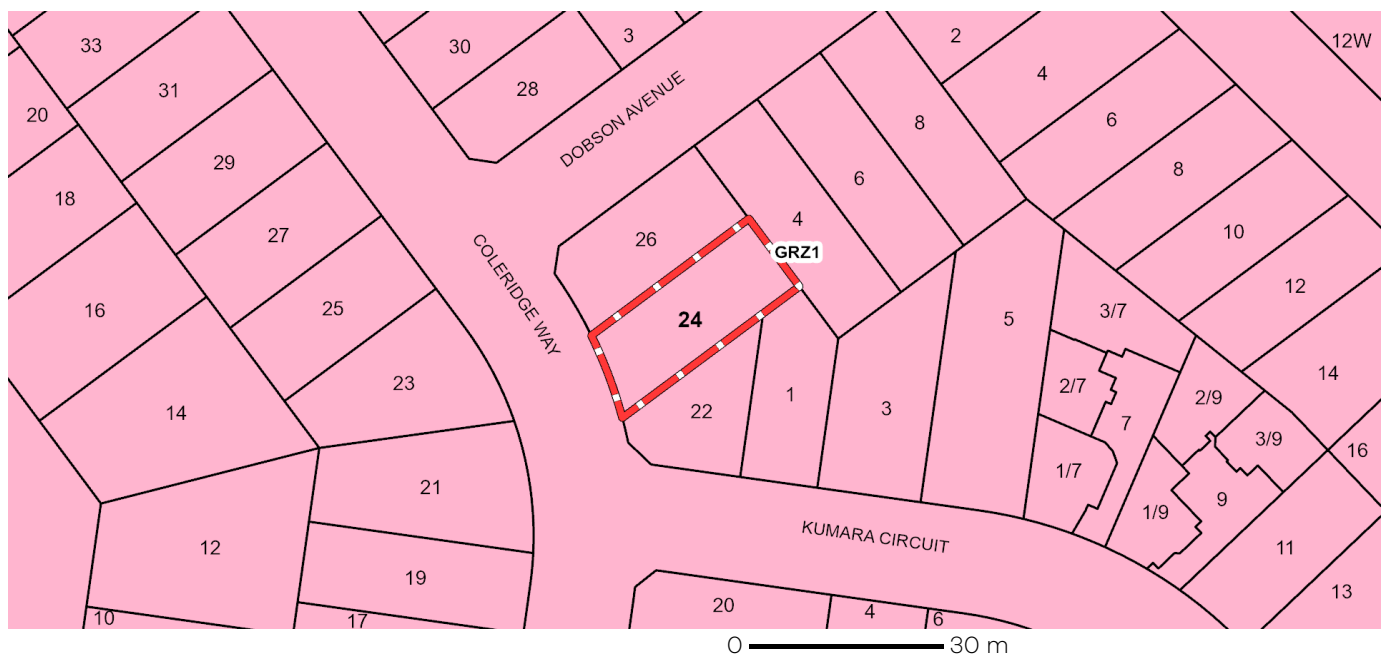
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

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

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 (DPO6)

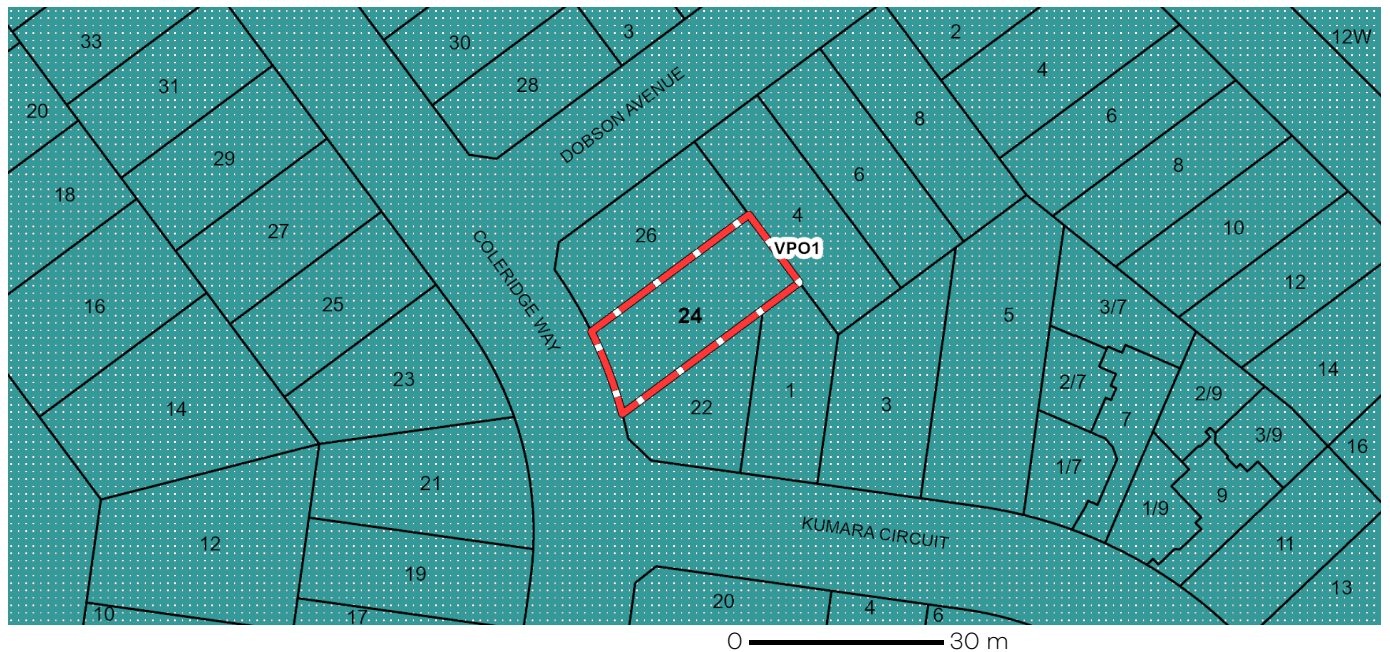


 **DPO - Development Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 **VPO - Vegetation Protection Overlay**

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



LSIO - Land Subject to Inundation Overlay

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

Further Planning Information

Planning scheme data last updated on 10 November 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 not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

Terms and Conditions apply

\$30

Hard Waste






Green Waste








Timber Waste






Brick & Rubble Waste

 A C Gonzalez Martinez & J Cosoleto
 C/- My Agent Real Estate
 Suite 4
 484 GRAHAM STREET
 PORT MELBOURNE VIC 3207

 I000022
 R1_85

Issue Date 25/08/2023

Assessment Number
0702290

 For emailed notices register at
whittlesea.enotices.com.au
 Reference No: 538A76CC6I

Property Details 24 Coleridge Way SOUTH MORANG VIC 3752

LOT 23 PS 602900G

Owner : A C Gonzalez Martinez & J Cosoleto

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$410,000	\$675,000	\$33,750

Level of value date 01/01/2023	Valuation operative date 01/07/2023
--------------------------------	-------------------------------------

AVPCC 110 Detached Dwelling

Rates and Charges
Council Charges

General rate 33,750 x 0.04724460	\$1,594.51
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 171.45	\$171.45

State Government Charges

Fire services charge (Res) 1 x	\$125.00
Fire services levy (Res) 675,000 x 0.00004600	\$31.05
Waste Landfill Levy Res/Rural 1 x 11.85	\$11.85

Total	\$2,039.01
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INSTALMENT 1

 * **\$512.01**
 Due By 30/09/2023

INSTALMENT 2
\$509.00
 Due By 30/11/2023

INSTALMENT 3
\$509.00
 Due By 28/02/2024

INSTALMENT 4
\$509.00
 Due By 31/05/2024

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

LUMP SUM
\$2,039.01
 Due By 15/02/2024


Scan here to pay

Where to pay
www.whittlesea.vic.gov.au

Billers Code: 5157
Ref: 0702290

 BPAY™ this payment via internet or phone banking.
 BPAY View™ - View and pay this bill using internet banking
 BPAY View Registration No.: 0702290

Billpay Code: 0350
Ref: 7022902

 Pay in person at any post office, phone 13 18 16 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

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


*350 7022902



*350 7022902

PAYMENT – INSTALMENTS / LUMP SUM

City of Whittlesea's rates and charges for 2023/24 are payable by four instalments or an annual lump sum.

Instalments – The four instalments and due dates are shown on the front of this notice. Payment of the first instalment must be received by 30 September 2023 to be on this schedule. Reminders will be issued for the second, third and fourth instalments.

Lump sum – A single lump sum payment due on or before 15 February 2024. This is the total amount for the financial year as shown on the front of this notice.

PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 3.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

INTEREST ON LATE PAYMENTS

Rates and charges not paid on or before the relevant due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

FIRE SERVICES PROPERTY LEVY

Council must collect the Fire Services Property Levy. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

OBJECTION TO THE VALUATION

The values shown on this notice were assessed as at 1 January 2023 by the Valuer General Victoria. Objections to Council's valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

FINANCIAL HARDSHIP

If you are struggling to pay your rates due to financial hardship, submit an enquiry form for consideration under our financial hardship policy at whittlesea.vic.gov.au/about-us/rates/late-rates-payments/

ARRANGEMENTS

To apply for a payment plan or extension, email your request to arrangements@whittlesea.vic.gov.au and include the assessment number and proposed plan (amount, frequency and start date).

FARM LAND AND SINGLE FARMING ENTERPRISE

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au.

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

OBJECTION TO A RATE OR CHARGE

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 30 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

ALLOCATION OF PAYMENTS

All payments will be credited in the following order: Legal costs, interest charges, overdue rates and charges, current year rates and charges

CHANGE OF NAME/ADDRESS

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

PRIVACY STATEMENT

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

WASTE VOUCHERS

Vouchers are not transferable or for commercial use – the home owner must be present when using vouchers. Photo ID may be requested when presenting vouchers.

DATE RATES DECLARED

27 June 2023

COUNCIL OFFICES AND CONTACT INFORMATION

Civic Centre Office - 25 Ferres Boulevard, South Morang VIC 3752
Whittlesea Hub - 63 Church Street, Whittlesea Vic 3757

Locked Bag 1
BUNDOORA MDC VIC 3083

Email: info@whittlesea.vic.gov.au

Phone: (03) 9217 2170

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

Differential Rates Calculated on Net Annual Value

Differential Type	Rate in the Dollar	Differential for this Assessment
General	0.04724460	\$1,594.51
Farm*	0.02834676	\$956.70

* Eligible ratepayers can apply for farm rate. Please see Council's website for the application form.

PAYMENT – INSTALMENTS / LUMP SUM

City of Whittlesea's rates and charges for 2023/24 are payable by four instalments or an annual lump sum.



Your quarterly bill



561830-001 001178(2357) R H2

MR A GONZALEZ MARTINEZ & MS J COSOLETO
C/- MY AGENT REAL ESTATE
SUITE 4/484 GRAHAM ST
PORT MELBOURNE VIC 3207

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

Account number 12 0405 5453

Invoice number 1203 6255 20563

Issue date 4 Aug 2023

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due

\$187.01

Due date

25 Aug 2023

Summary

24 COLERIDGE WAY, SOUTH MORANG

Property Number 1663 927, PS 602900

Product/Service	Amount
Water Supply System Charge	\$20.26
Sewerage System Charge	\$115.72
Yarra Valley Water Total	\$135.98
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.70
Parks Charge	\$21.33
TOTAL (GST does not apply)	\$187.01

Payment summary

Last Account	\$159.49
Paid/Adjusted	-\$159.49
Balance	\$0.00
Total this Account	+\$187.01
Total Balance	\$187.01



Important note

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

No water usage has been charged on this account.



How to pay



*3042 120362552056 3



Direct Debit

Sign up for Direct Debit at yvw.com.au/directdebit or call 1300 304 688.



EFT

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

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 120464720



BPAY®

Bill code: 344366
Ref: 120 4055 4532



Centrelink

Arrange regular deductions from your Centrelink payments.

Visit yvw.com.au/paying
CRN reference: 555 054 118T



Credit card

Online: yvw.com.au/paying
Phone: 1300 362 332



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au

Bill code: 3042
Ref: 1203 6255 20563

MR A GONZALEZ MARTINEZ & MS J
COSOLETO

Account number 12 0405 5453

Invoice number 1203 6255 20563

Total due \$187.01

Due date 25 Aug 2023

Amount paid \$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.33.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

→ Water supply system charge

1 July 2023 - 30 September 2023

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

1 July 2023 - 30 September 2023

A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge

1 July 2023 - 30 September 2023

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc



Parks charge

1 July 2023 - 30 September 2023

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance
📞 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ enquiry@yvw.com.au		廣東話 1300 921 362
🌐 yvw.com.au		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

📅 Next meter reading:

Between 3-10 Nov 2023

