

# Contract of Sale of Real Estate

**Property address**                      **14 ALLENDALE AVENUE WOLLERT VIC 3750**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, 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 authority of a person signing -

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

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

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

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

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

.....

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

This offer will lapse unless accepted within [     ] clear business days (3 clear business days if none specified)

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

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

**Print name(s) of person(s) signing:**                      **ALLENDALE TC PTY LTD**

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

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

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO

1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

#### Vendor

**ALLENDALDE TC PTY LIMITED**

**ACN: 155 710 099**

#### Vendor's legal practitioner or conveyancer

**Melbourne Real Estate Conveyancing Pty Ltd**

954 High Street Reservoir Vic 3073

Email: amal@melbournerec.com.au

Tel: 94646732

Mob:

Fax:

Ref: AJ:25/3542AJ

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel:..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference |       |       |     | being lot | on plan   |
|--------------------------------|-------|-------|-----|-----------|-----------|
| Volume                         | 11338 | Folio | 566 | 7         | PS645944S |

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **14 ALLENDALE AVENUE WOLLERT VIC 3750**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**Payment** (general condition 14 and 17)

Price \$

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

Balance \$ payable at settlement

**GST** (general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

**Settlement** (general condition 17)

is due on .....

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

If '**subject to lease**' then particulars of the lease are :

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

**Terms contract** (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 20)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

**Special conditions**

## GST WITHHOLDING NOTICE

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

(if yes, vendor must provide further details)

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

### GST Withholding Payment Details

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

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

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

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

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

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

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

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

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

Where the Purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 3.5 The Purchaser must:
  - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;despite
  - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
  - (a) 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
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
- 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 Each party must:
  - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 4.9 The Vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

#### 5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

5.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

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

5.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

5.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

5.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation*



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

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may require the installation of barriers or fencing as appropriate by the building regulations or the requirement for any permits or approvals and the requirement for obtaining compliance and registration as appropriate, the Purchaser must comply, at the Purchaser's cost and expense, with the building and government authorities and regulations within 30 days of Settlement. The Purchaser acknowledges and agrees that the Vendor makes no warranty or no representation for any permits or approvals, registration or compliance for the Swimming pool or spa. Upon signing this Contract of Sale, the Purchaser acknowledges and agrees that the Purchaser shall bear full responsibility for any fines, notices or orders issued after the date of the Purchaser signing the Contract with respect to the Pool and Spa registration, compliance or any works required in relations to the Pool/Spa, requirements for Fencing/Compliance or Permits. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all notice, orders or legal requirements under the building regulations.
- 9.5 The land and buildings and improvements, if any has sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any claim, requisition or rescind the Contract:
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

**9.6 General Condition 12 is Deleted from this Contract.**

9.7 The Purchaser acknowledges that the Vendor makes no warranty or representation that any improvements on the land sold or any alterations or additions or renovations thereto comply with the requirements of the VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities.

Any such failure of any building or improvements on the land to comply with the planning, health, environmental building and other legislations, VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities and encroachments by or on the land there under shall not constitute a defect in the Vendor's title. The Purchaser shall not make any requisition, claim or compensation in relation to the issuance or non-issuance of the Building and Occupancy Permits/Final Inspections and other permits by the relevant authorities in respect of any improvements, additions, alterations thereon.

Purchaser acknowledges having inspected the Property hereby sold and save as is otherwise expressly provided, acknowledges that the Purchaser is purchasing the Property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the Property sold. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.7 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.7

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.8 The Purchaser acknowledges that the Vendor makes no warranty or no representation for any permits, approvals or compliance certificates for the pool, property or any improvements, alterations or additions to the property. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.8 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.8

The Vendor will not be required to procure any Defects reports, building permit, building approval, final inspection, Occupancy Permits, compliance certificates, registration certificates or any other permits, approvals or inspections in relations to the land, property, pool or any improvements, upgrades, extension or alterations and the purchasers shall not make any requisition or claim any compensation from the Vendor on that ground.

The Purchaser accepts the land, pool or improvements on and the services on to the land in their present condition, position and state of repair and subject to all fault or defects both latent and patent.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

**10. Improvements.**

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

**11. Planning.**

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

**12. Restrictions.**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

**13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.

- (f) 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 representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

#### **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

#### **15. Guarantee & Indemnity.**

- 15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

#### **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

#### **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

#### **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

#### **19. Adjustments of Outgoings**

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## **21. Vendor Statement**

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## **22. Trust**

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

- 23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;
- 23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.
- 23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## **23. Personal property securities register**

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## **24. Solar Panels**

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

- 25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation To their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising From and electricity generated by the solar panels, or otherwise.

## **25. Christmas & New Year Holiday Period**

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

## 26. PROPERTY SOLD "AS IS"

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

(a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;

(b) in its present condition with all existing patent and latent defects; General Condition 31.4, 31.5 and 31.6 are deleted from this Contract

(c) Subject to any infestations or dilapidations

(d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

26.2 the Vendor has not made nor shall be construed as having made any representation or warranty that any improvements or appliances on the property comply with the Uniform Building Regulations and any other relevant rules regulations or statutory provisions in relation to them or any permit or other authority issued with respect to them.

26.3 no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(i) the marketability, quality or fitness for any purpose of the Property or the improvements;

(ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;

(iii) the use to which the Property can lawfully be put; or

(iv) whether development of any description may be carried out on the Property.

26.4 The Purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of: the state of cleanliness of any improvement erected on the land herein sold;

## GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

## SCHEDULE

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2024 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2024

**SIGNED SEALED AND DELIVERED BY** )

**The said guarantor in the presence of:** ) .....

.....  
Witness

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;



- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

## 16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

**19. GST**

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

**20. LOAN**

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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



### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Due diligence checklist

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

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

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

**Land**

14 ALLENDALE AVENUE WOLLERT VIC 3750

**Vendor's name**

ALLENDALE TC PTY LIMITED  
ACN: 155 710 099

**Date**

/ /

**Vendor's  
signature**

**Purchaser's  
name**

**Date**

/ /

**Purchaser's  
signature**

**Purchaser's  
name**

**Date**

/ /

**Purchaser's  
signature**

## 1 FINANCIAL MATTERS

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

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

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

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

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

|                                                                                                                                                                                                                                         |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | AVPCC No. As attached |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act?                                                                                                                                                              | As attached           |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows    | As attached           |

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2. Road Access

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

### 3.3. Designated Bushfire Prone Area

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

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

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

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

### 4.2. Agricultural Chemicals

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

### 4.3. Compulsory Acquisition

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

## 5 BUILDING PERMITS

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

Not Applicable.

## 6 OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

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

Not Applicable.



## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

|  |
|--|
|  |
|--|

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

Page 1 of 2

VOLUME 11338 FOLIO 566

Security no : 124124327381V  
Produced 09/05/2025 03:14 PM

### LAND DESCRIPTION

Lot 7 on Plan of Subdivision 645944S.  
PARENT TITLE Volume 11242 Folio 623  
Created by instrument PS645944S 15/03/2012

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ALLENDALE TC PTY LTD of 8 CAMIRA STREET MAROUBRA NSW 2035  
AJ706871G 05/06/2012

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ706872E 05/06/2012  
WESTPAC BANKING CORPORATION

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  
AG970677A 13/01/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AH113860K 23/03/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AH518189G 24/09/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AH529207V 30/09/2010

### DIAGRAM LOCATION

SEE PS645944S 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: 14 ALLENDALE AVENUE WOLLERT VIC 3750

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION

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

Page 2 of 2

Effective from 23/10/2016

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS645944S

DOCUMENT END

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS645944S**

The land in PS645944S is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 8.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

AW432065X 11/01/2023

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC013732J 15/03/2012

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel       | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0           | 0         |
| Lot 1             | 10          | 10        |
| Lot 2             | 10          | 10        |
| Lot 3             | 10          | 10        |
| Lot 4             | 10          | 10        |
| Lot 5             | 10          | 10        |
| Lot 6             | 10          | 10        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 09/05/2025 04:49:00 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS645944S**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel  | Entitlement  | Liability    |
|--------------|--------------|--------------|
| Lot 7        | 10           | 10           |
| Lot 8        | 10           | 10           |
| <b>Total</b> | <b>80.00</b> | <b>80.00</b> |

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

|                                                 |                         |
|-------------------------------------------------|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS645944S</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>3</b>                |
| Document Assembled                              | <b>09/05/2025 16:49</b> |

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The document is invalid if this cover sheet is removed or altered.

| <b>PLAN OF SUBDIVISION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        | STAGE No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LRS USE ONLY<br><b>EDITION 1</b> | PLAN NUMBER<br><b>PS 645944 S</b>                                                                                                                                 |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
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| <b>LOCATION OF LAND</b><br><br>PARISH: Wollert<br><br>TOWNSHIP:<br><br>SECTION: 11<br><br>CROWN ALLOTMENT:<br><br>CROWN PORTION: 3 (Part)<br><br>LRS BASE RECORD: Vicmap<br><br>TITLE REFERENCES: Vol. 11242 Fol. 623<br><br>LAST PLAN REFERENCE/S: PS 636391 K Lot 913<br><br>POSTAL ADDRESS:<br>(At time of subdivision) 16 Allendale Avenue,<br>Wollert, 3750.<br><br>M.G.A.-94 Co-ordinates E 326385 ZONE: 55<br>(of approx centre of N 5835195<br>land in plan)                                                                                                                                                                                                                                                                                                                                                                       |                        | <b>COUNCIL CERTIFICATION AND ENDORSEMENT</b><br><br><div style="display: flex; justify-content: space-between;"> <div> <b>COUNCIL NAME:</b> Whittlesea City Council<br/>           1. This plan is certified under section 6 of the Subdivision Act<br/>           2. This plan is certified under section 11(7) of the Subdivision Act 1988<br/>              Date of original certification under Section 6. / /<br/>           3. This is a statement of compliance issued under section 21 of<br/>              the Subdivision Act 1988.<br/><br/> <b>OPEN SPACE</b><br/>           (i) A requirement for public open space under section 18 of the<br/>              Subdivision Act 1988 has / has not been made.<br/>           (ii) The requirement has been satisfied.<br/>           (iii) The requirement is to be satisfied in Stage .....<br/><br/>              Council Delegate<br/>              Council Seal<br/>              Date / /<br/><br/>              Re-certified under Section 11(7) of the Subdivision Act 1988.<br/>              Council Delegate<br/>              Council Seal<br/>              Date / /         </div> <div style="text-align: right;"> <b>REF:</b> </div> </div> |                                  |                                                                                                                                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| <b>VESTING OF ROADS AND/OR RESERVES</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">IDENTIFIER</td> <td style="width: 50%;">COUNCIL/BODY/PERSON</td> </tr> <tr> <td style="text-align: center;">Nil</td> <td style="text-align: center;">Nil</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        | IDENTIFIER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | COUNCIL/BODY/PERSON              | Nil                                                                                                                                                               | Nil | <b>NOTATIONS</b><br><br><div style="display: flex;"> <div style="flex: 1;">           This is a spear plan.<br/><br/>           Lots on this plan may be affected<br/>           by one or more Owners Corporation.<br/>           See Owners Corporation search report(s)<br/>           for details.<br/><br/>           The Subdivision (Registrar's Requirements)<br/>           Regulations 2011 apply to boundaries<br/>           defined by buildings.         </div> <div style="flex: 1; border-left: 1px solid black; padding-left: 10px;"> <b>STAGING</b> This is not a staged subdivision.<br/>                     Planning permit No.....<br/><br/> <b>DEPTH LIMITATION:</b> DOES NOT APPLY<br/><br/>           Boundaries shown by hatching are defined by buildings.<br/><br/>           Location of boundaries defined by buildings:-<br/><br/>                                                     Median – Boundaries marked 'M'.<br/>                                                     Exterior face – All other boundaries.<br/><br/> <b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY<br/>           THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) -         </div> </div> |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| IDENTIFIER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | COUNCIL/BODY/PERSON    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                                                                                                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| Nil                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Nil                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                                                                                                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="5" style="text-align: center;">EASEMENT INFORMATION</th> </tr> <tr> <td style="width: 10%;">LEGEND</td> <td style="width: 30%;">A-Appurtenant Easement</td> <td style="width: 30%;">E-Encumbering Easement</td> <td colspan="2" style="width: 30%;">R-Encumbering Easement (Road)</td> </tr> <tr> <td colspan="5" style="text-align: center;">SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN</td> </tr> <tr> <td style="width: 10%;">Subject Land</td> <td style="width: 20%;">Purpose</td> <td style="width: 10%;">Width (Metres)</td> <td style="width: 20%;">Origin</td> <td style="width: 40%;">Land Benefited/In Favour of</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> |                        | EASEMENT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                                                                                                                                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | LEGEND | A-Appurtenant Easement | E-Encumbering Easement | R-Encumbering Easement (Road) |  | SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN |  |  |  |  | Subject Land | Purpose | Width (Metres) | Origin | Land Benefited/In Favour of |  |  |  |  |  | <div style="border: 1px solid black; padding: 5px;"> <b>LRS USE ONLY</b><br/>           STATEMENT OF COMPLIANCE/<br/>           EXEMPTION STATEMENT<br/><br/>           RECEIVED <input checked="" type="checkbox"/><br/><br/>           DATE: <b>7/03/12</b><br/><br/> <b>LRS USE ONLY</b><br/>           PLAN REGISTERED<br/>           TIME <b>8.13 AM</b><br/><br/>           DATE <b>15/03/12</b><br/><br/> <b>M.Holloway</b><br/>           Assistant Registrar of Titles<br/><br/>           SHEET 1 OF 2         </div> |  |  |
| EASEMENT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                                                                                                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| LEGEND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | A-Appurtenant Easement | E-Encumbering Easement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | R-Encumbering Easement (Road)    |                                                                                                                                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                                                                                                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| Subject Land                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Purpose                | Width (Metres)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Origin                           | Land Benefited/In Favour of                                                                                                                                       |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                                                                                                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| <b>jREdwards</b><br>LAND SURVEYORS<br>59 Fletcher Street, Essendon, 3040<br>Ph: 9370 2209 Fax: 9370 1102<br>P.O.Box 165 Essendon 3040<br>E-mail: eagle@vicnet.net.au<br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | LICENSED SURVEYOR <b>David Sidley</b><br><br>SIGNATURE <u>Digitally Signed</u><br><br>REF <b>14632</b> VERSION 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | <div style="border: 1px solid black; padding: 5px;">         DATE / /<br/>         COUNCIL DELEGATE SIGNATURE<br/>         ORIGINAL SHEET SIZE    A3       </div> |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        |                        |                               |  |                                                                                |  |  |  |  |              |         |                |        |                             |  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |

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**jRE**

Signed by: David James Sidley (J.R.Edwards Land Surveyors) Surveyor's Plan Version (4) SPEAR Ref S018865H 28/02/2012



**Plan of Subdivision PS645944S  
Certifying a New Version of an  
Existing Plan (Form 21)**



**City of  
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S018865H  
Plan Number: PS645944S  
Council Name: Whittlesea City Council  
Council Reference Number 1: 607863  
Surveyor's Plan Version: 4

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 20/01/2012  
Date of previous recertifications under Section 11(7): 23/02/2012

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Courtney Turner  
Organisation: Whittlesea City Council  
Date: 28/02/2012

# Imaged Document Cover Sheet

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24/09/2010 \$105.20

173



**FORM 18**

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

Section 181

**Planning and Environment Act 1987 ("Act")**

Lodged at the Land Titles Office by:

Name:

*Stockland Development P/L*

Phone:

Address:

Ref:

*Jocelyn Mal.*

Customer Code:

*2944C*

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

Land: Lot 913 on the attached plan marked "A" and being part of certificate of title volume 11200 folio 329 and Lots 201 and 215 on the attached plan marked "B" and being part of certificate of title volume 11200 folio 328.

Authority: Whittlesea City Council of Ferres Boulevard South Morang 3752.

Section and Act under which agreement made:

Section 173 of the Act

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

Signature for the Authority:

*David Turnbull*

Name of Officer:

*DAVID TURNBULL*

Office held:

*CEO*

Date:

"A"

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|                                                                                                                                                                                                                                                                                                                                                                                          |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>PLAN OF SUBDIVISION</b>                                                                                                                                                                                                                                                                                                                                                               |                         |                |           | Stage No.<br><hr/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | LRS use only<br><b>EDITION</b>                                                                                      | Plan<br><b>PS</b> |
| <b>Location of Land</b><br>Parish: WOLLERT<br><br>Township: -<br>Section: 11<br>Crown Allotment: -<br>Crown Portion: 3 (PART)<br>Title Reference: VOL FOL<br><br>Last Plan Reference: LOT 9A ON PS636382L<br><br>Postal Address: ALLENDALE AVENUE<br>(at time of subdivision) WOLLERT 3750<br><br>MGA Co-ordinates E 326400 Zone: 55<br>(of approx. centre N 5835250<br>of land in plan) |                         |                |           | <b>Council Certification and</b><br>Council Name: WHITTLESEA CITY COUNCIL Ref: 606994<br>1. <del>This plan is certified under section 6 of the Subdivision Act 1988.</del><br>2. This plan is certified under section 11(7) of the Subdivision Act 1988.<br>Date of original certification under section 6 04/12/2009<br>3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del><br><br><b>OPEN SPACE</b><br>(i) A <del>has</del> <del>has not</del> been made for public open space under section 18 of the Subdivision Act 1988<br>(ii) The requirement has been satisfied.<br>(iii) <del>The requirement is to be satisfied in Stage</del><br><del>Council Delegate</del><br><del>Council Seal</del><br><del>Date</del> / /<br><br>Re-certified under section 11(7) of the Subdivision Act 1988<br>Council Delegate <i>[Signature]</i><br><del>Council Seal</del><br>Date 29 / 6 / 2010 |                                                                                                                     |                   |
| <b>Vesting of Roads and/or Reserves</b>                                                                                                                                                                                                                                                                                                                                                  |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |                   |
| Identifier                                                                                                                                                                                                                                                                                                                                                                               | Council/Body/Person     |                |           | <b>Notations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                     |                   |
| ROAD R1                                                                                                                                                                                                                                                                                                                                                                                  | WHITTLESEA CITY COUNCIL |                |           | <b>Staging</b> This is/ is not a staged subdivision<br>Planning Permit No. 711149<br><br><b>Depth Limitation</b> DOES NOT APPLY<br><br>TANGENT POINTS ARE SHOWN THUS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                     |                   |
| J LOTS 1 TO 900 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.<br>LAND SUBDIVIDED - 7687m <sup>2</sup><br><br><b>Survey</b> This plan is/ <del>is not</del> based on survey<br>This survey has been connected to permanent marks no(s) 8, 27, 43<br>in Proclaimed Survey Area No.                                                                                                    |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |                   |
| <b>Easement Information</b>                                                                                                                                                                                                                                                                                                                                                              |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LRS use only                                                                                                        |                   |
| <b>Legend:</b> E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance<br>A - Appurtenant Easement<br>R - Encumbering Easement (Road)                                                                                                                                                                                                       |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Statement of Compliance/ Exemption Statement                                                                        |                   |
| Subject Land                                                                                                                                                                                                                                                                                                                                                                             | Purpose                 | Width (metres) | Origin    | Land Benefited/In Favour Of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Received <input type="checkbox"/>                                                                                   |                   |
| E-1                                                                                                                                                                                                                                                                                                                                                                                      | DRAINAGE                | SEE DIAG       | THIS PLAN | WHITTLESEA CITY COUNCIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Date / /                                                                                                            |                   |
| E-1                                                                                                                                                                                                                                                                                                                                                                                      | SEWERAGE                | SEE DIAG       | THIS PLAN | YARRA VALLEY WATER LIMITED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | LRS use only<br>PLAN REGISTERED<br>TIME<br>DATE / /<br><br>Assistant Registrar of Titles<br><br>Sheet 1 of 3 sheets |                   |
| <b>EUCALYPT - 9A</b>                                                                                                                                                                                                                                                                                                                                                                     |                         |                |           | LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER<br>SIGNATURE <i>[Signature]</i> DATE 10 / 5 / 2010<br>REF 7201093 10/05/10 VERSION C<br>DWG 720109AC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                     |                   |
| <b>13 LOTS</b>                                                                                                                                                                                                                                                                                                                                                                           |                         |                |           | COUNCIL DELEGATE SIGNATURE<br><i>[Signature]</i><br>Original sheet size A3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                     |                   |
| <b>Bosco Jonson Pty Ltd</b><br>A.B.N 95 282 532 642<br>P.O. Box 5075, South Melbourne, Vic 3205<br>16 Eastern Road South Melbourne<br>Vic 3205 Australia DX 20524 Emerald Hill<br>Tel 03) 9699 1400 Fax 03) 9699 5992                                                                                                                                                                    |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |                   |

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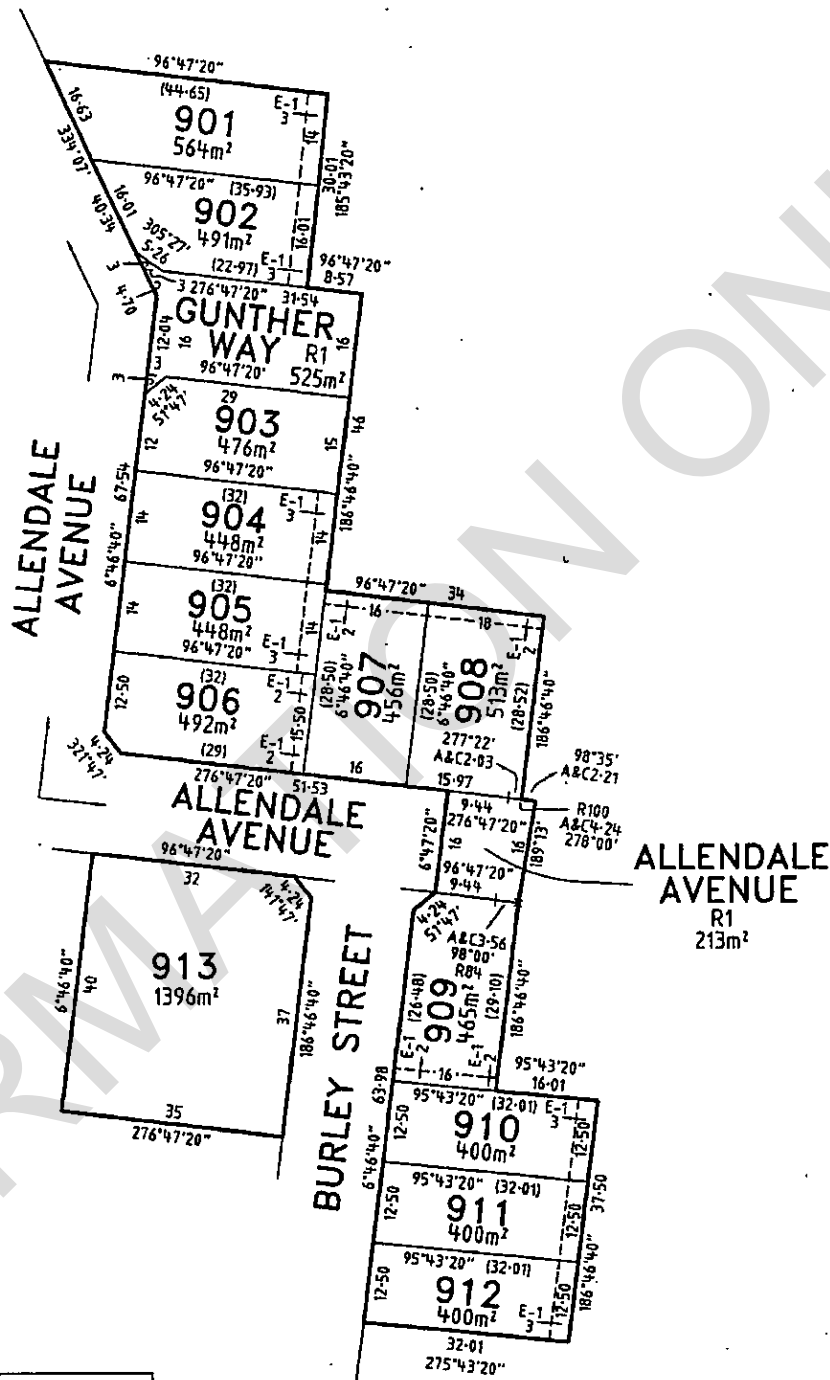
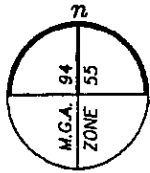
24/09/2010 \$105.20

173



**PLAN OF SUBDIVISION**

Stage No.



**EUCALYPT - 9A**

**Bosco Jonson Pty Ltd**

A.B.N 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE

SCALE

SHEET  
SIZE  
A3

7.5 0 15 30

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE *[Signature]* DATE 10/5/2010

REF 7201093 10/05/10 VERSION C  
DWG 720109AC

Sheet 2

*[Signature]*

DATE 29/6/2010

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

|                     |           |      |
|---------------------|-----------|------|
| PLAN OF SUBDIVISION | Stage No. | Plan |
|                     |           | PS   |

**AH518189G**

24/09/2010 \$105.20

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# CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

## DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 901              | 902                          |
| 902              | 901                          |
| 903              | 904                          |
| 904              | 903, 905                     |
| 905              | 904, 906, 907                |
| 906              | 905, 907                     |
| 907              | 905, 906, 908                |
| 908              | 907                          |
| 909              | 910                          |
| 910              | 909, 911                     |
| 911              | 910, 912                     |
| 912              | 911                          |

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO.....

2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.

THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.

3. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.

THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

## EUCALYPT - 9A

### **Bosco Jonson Pty Ltd**

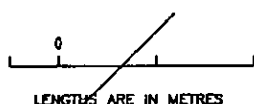
A.B.N 95 282 532 842  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE

SCALE  
SHEET  
SIZE  
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE *Geoffrey James Turner* DATE 10/5/2010

REF 7201093 10/05/10 VERSION C  
DWG 720109AC

Sheet 3

*Manion*

DATE 24/6/2010

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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| PLAN OF SUBDIVISION                                                                                                                                                                                                                                                                                                                                                                                          |                         |                |           | Stage No. / EDITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | LRS use only                                | Plan Num |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------|
| <p><b>Location of Land</b></p> <p>Parish: WOLLERT</p> <p>Township: -</p> <p>Section: 11</p> <p>Crown Allotment: -</p> <p>Crown Portion: 3 (PART)</p> <p>Title Reference: VOL FOL</p> <p>Last Plan Reference: LOT 2 ON PS636382L</p> <p>Postal Address: EPPING ROAD<br/>(at time of subdivision) WOLLERT 3750</p> <p>MGA Co-ordinates E 326280 Zone: 55<br/>(of approx. centre of land in plan) N 5835550</p> |                         |                |           | <p><b>Council Certification and Endorsement</b></p> <p>Council Name: WHITTLESEA CITY COUNCIL Ref: 606991</p> <p>1. <del>This plan is certified under section 6 of the Subdivision Act 1988.</del></p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988.<br/>Date of original certification under section 6 04/12/2009</p> <p>3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del></p> <p><b>OPEN SPACE</b></p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has <del>been</del> not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) <del>The requirement is to be satisfied in Stage .....</del></p> <p><del>Council Delegate</del><br/><del>Council Seal</del><br/><del>Date</del> / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate <i>[Signature]</i><br/><del>Council Seal</del><br/>Date 29/6/2010</p> |                                             |          |
| Vesting of Roads and/or Reserves                                                                                                                                                                                                                                                                                                                                                                             |                         |                |           | Notations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             |          |
| Identifier                                                                                                                                                                                                                                                                                                                                                                                                   | Council/Body/Person     |                |           | Staging                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |          |
| ROAD R1                                                                                                                                                                                                                                                                                                                                                                                                      | WHITTLESEA CITY COUNCIL |                |           | This is/ is not a staged subdivision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             |          |
| RESERVE No.1                                                                                                                                                                                                                                                                                                                                                                                                 | WHITTLESEA CITY COUNCIL |                |           | Planning Permit No. 711149                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |          |
|                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                |           | Depth Limitation DOES NOT APPLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |          |
|                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                |           | <p>LOTS 1 TO 200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>LAND SUBDIVIDED - +287ha</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |          |
| Survey This plan is/is not based on survey                                                                                                                                                                                                                                                                                                                                                                   |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |          |
| This survey has been connected to permanent marks no(s) 8, 27, 43 In Proclaimed Survey Area No.                                                                                                                                                                                                                                                                                                              |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |          |
| Easement Information                                                                                                                                                                                                                                                                                                                                                                                         |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |          |
| <p>Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance</p> <p>A - Appurtenant Easement</p> <p>R - Encumbering Easement (Road)</p>                                                                                                                                                                                                                   |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LRS use only                                |          |
| Subject Land                                                                                                                                                                                                                                                                                                                                                                                                 | Purpose                 | Width (metres) | Origin    | Land Benefited/in Favour Of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Statement of Compliance/Exemption Statement |          |
| E-1                                                                                                                                                                                                                                                                                                                                                                                                          | DRAINAGE                | SEE DIAG       | THIS PLAN | WHITTLESEA CITY COUNCIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Received <input type="checkbox"/>           |          |
| E-1                                                                                                                                                                                                                                                                                                                                                                                                          | SEWERAGE                | SEE DIAG       | THIS PLAN | YARRA VALLEY WATER LIMITED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |          |
|                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Date / /                                    |          |
|                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LRS use only                                |          |
|                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | PLAN REGISTERED                             |          |
|                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | TIME                                        |          |
|                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DATE / /                                    |          |
|                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Assistant Registrar of Titles               |          |
|                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Sheet 1 of 3 sheets                         |          |
| EUCALYPT - 2                                                                                                                                                                                                                                                                                                                                                                                                 |                         |                |           | <p>LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER</p> <p>SIGNATURE <i>[Signature]</i> DATE 4/6/2010</p> <p>REF 7201023 02/06/10 VERSION E</p> <p>DWG 720102AE</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             |          |
| 15 LOTS                                                                                                                                                                                                                                                                                                                                                                                                      |                         |                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |          |
| <p><b>Bosco Jonson Pty Ltd</b></p> <p>A.B.N 95 282 632 642</p> <p>P.O. Box 5075, South Melbourne, Vic 3205</p> <p>16 Eastern Road South Melbourne</p> <p>Vic 3205 Australia DX 20524 Emerald Hill</p> <p>Tel 03) 9699 1400 Fax 03) 9699 5992</p>                                                                                                                                                             |                         |                |           | <p><i>[Signature]</i></p> <p>DATE 29/6/2010</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |          |

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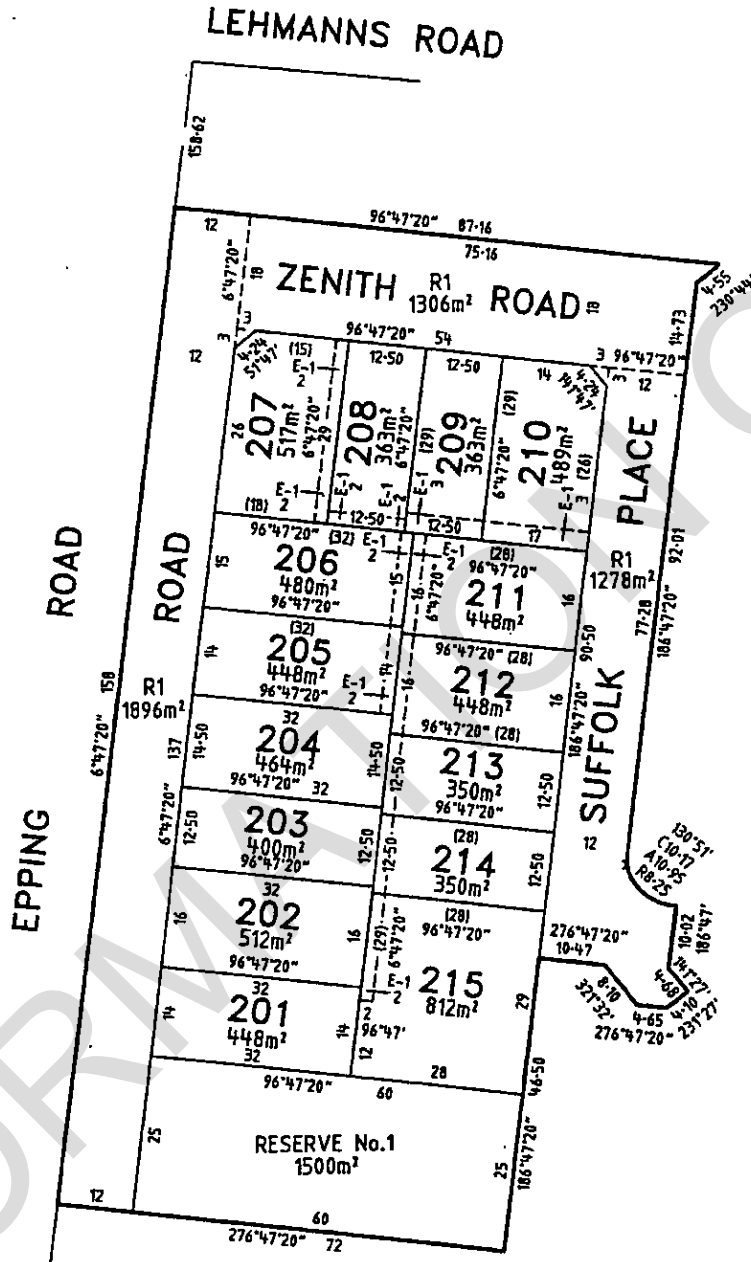
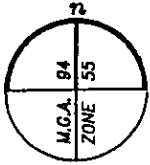
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173



PLAN OF SUBDIVISION

Stage No.



EUCALYPT - 2

**Bosco Jonson Pty Ltd**  
A.B.N 95 282 632 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE

SCALE

SHEET  
SIZE  
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE *Geoffrey James Turner* DATE 4 / 6 / 2010

REF 7201023  
DWG 720102AE 02/06/10 VERSION E

Sheet 2

*Marion*

DATE 29 / 6 / 2010

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



|                            |                    |                      |
|----------------------------|--------------------|----------------------|
| <b>PLAN OF SUBDIVISION</b> | Stage No.<br><hr/> | Plan Number<br><hr/> |
|----------------------------|--------------------|----------------------|

**CREATION OF RESTRICTION**

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

**DESCRIPTION OF RESTRICTION**

TABLE OF LAND BURDENED AND LAND BENEFITED

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 201              | 202, 215                     |
| 202              | 201, 203, 214, 215           |
| 203              | 202, 204, 213, 214           |
| 204              | 203, 205, 212, 213           |
| 205              | 204, 206, 211, 212           |
| 206              | 205, 207, 208, 209, 211      |
| 207              | 206, 208                     |
| 208              | 206, 207, 209                |
| 209              | 206, 208, 210, 211           |
| 210              | 209, 211                     |
| 211              | 205, 206, 209, 210, 212      |
| 212              | 204, 205, 211, 213           |
| 213              | 203, 204, 212, 214           |
| 214              | 202, 203, 213, 215           |
| 215              | 201, 202, 214                |

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THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO.....
2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.

THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.

3. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.

THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

**EUCALYPT - 2**

**Bosco Jonson Pty Ltd**  
 A.B.N 95 282 532 642  
 P.O. Box 5076, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia DX 20524 Emerald Hill  
 Tel 03) 9699 1400 Fax 03) 9699 5992



|                |                     |                           |  |
|----------------|---------------------|---------------------------|--|
| ORIGINAL       |                     | SCALE                     |  |
| SCALE<br><hr/> | SHEET<br>SIZE<br>A3 | <br>LENGTHS ARE IN METRES |  |

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER  
 SIGNATURE DATE 4 / 6 / 2010  
 REF 7201023 02/06/10 VERSION E  
 DWG 720102AE

|                                                                                |
|--------------------------------------------------------------------------------|
| Sheet 3                                                                        |
| <br>DATE 29 / 6 / 2010<br>COUNCIL DELEGATE SIGNATURE<br>Original sheet size A3 |

**AH518189G**

24/09/2010 \$105.20 173



**Agreement under Section 173  
of the Planning and  
Environment Act 1987**

**STOCKLAND DEVELOPMENT  
PTY LIMITED  
("Owner")**

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

**Mallesons Stephen Jaques**

Level 50  
600 Bourke Street  
Melbourne Vic 3000  
9643 4000  
9643 5999  
DX 101 Melbourne

Eucalypt  
Fences

## Agreement under Section 173 of the Planning and Environment Act 1987

**Date:**

**Parties:**

**STOCKLAND DEVELOPMENT PTY LIMITED (ACN 000 064 835)** of Level 7, 452 Flinders Street Melbourne Vic 3000 ("**Owner**")

**WHITTLESEA CITY COUNCIL** of Ferres Boulevard, South Morang 3752 ("**Responsible Authority**")

**Recitals:**

- A. The Owner is registered as proprietor of the Development Land.
- B. The Responsible Authority is the responsible authority under the Scheme.
- C. The Responsible Authority has issued the Permit for the development of land which includes the Development Land in accordance with the Permit and as set out on the Plan of Subdivision.
- D. Condition 20 of the Permit requires the Owner to enter into this Agreement in respect of the future maintenance and repair of all fences abutting open space or tree reserves.
- E. The Owner and the Responsible Authority 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.
- F. The parties enter into this Agreement:
  - (a) to give effect to the requirements of the Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Development Land.

**Operative provisions:**

### 1 Definitions

#### General

- 1.1 The following words have these meanings in this Agreement unless the contrary intention appears:

**Act** means the **Planning and Environment Act 1987** and includes any relevant regulations.

**AH518189G**

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

**Development Land** means the land described in certificate of title volume 00146 folio 143 known as 290 Epping Road Wollert.

**Lot** means lot 913 on the Plan of Subdivision and lots 201 and 215 on the Stage 2 Plan.

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

**Owner** means the party registered or entitled to be registered under the Transfer of Land Act 1958 as the proprietor from time to time of any of the Lot or part of the Lot to which this Agreement applies and includes a mortgagee in possession.

**Permit** means planning permit no. 711149 issued under the Scheme.

**Plan of Subdivision** means plan of subdivision no. PS636391K.

**Reserve** means the reserved land abutting the boundaries of the Lot.

**Scheme** means the Whittlesea Planning Scheme.

**Stage 2 Plan** means plan of subdivision no PS 636390M.

## 2 Interpretation

In this Agreement, unless the context admits otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to each other gender;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- (d) if a party consists of more than one person, this Agreement binds them jointly and each of them severally;
- (e) a term used in this agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- (f) A reference to an act, regulation or planning scheme includes any acts regulations or amendments amending, consolidating or replacing the act, regulation or planning scheme;

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- (g) the Recitals to this Agreement are and will be deemed to form part of this Agreement.

### 3 Covenants

#### Erection and maintenance

- 3.1 The Owner covenants and agrees that the Owner:
- (a) will construct, at no cost to the Responsible Authority, all fences adjoining the Reserve, to the satisfaction of the Responsible Authority; and
  - (b) must maintain and repair (excluding the removal of graffiti or similar maintenance) the fence abutting the Reserve to the satisfaction of the Responsible Authority and will not seek any contribution from the Responsible Authority towards such cost, except where the damage is caused to the fence by the Responsible Authority or its representatives while it is undertaking maintenance works to the Reserve.

### 4 Planning and Environment Act 1987

#### Section 173

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

#### Section 181

- 4.2 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Lot.
- 4.3 The Owner further covenants and agrees that:
- (a) the Owner will do all things necessary to give effect to this Agreement;
  - (b) the Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Lot in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority 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.

**AH518189G**

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## 5 Notices

- 5.1 A notice, approval, certificate, consent or other communication in connection with this Agreement must be in writing and:
- (a) left at the address of the addressee; or
  - (b) sent by prepaid ordinary post to the addressee's address or if the addressee notifies another address to that address; or
  - (c) by facsimile to the facsimile number nominated for that purpose by the party.
- 5.2 Unless a later time is specified in the communication, a communication takes effect from the time it is received.
- 5.3 A communication is taken to be received on the third day after posting, if it is by post, or the time and date indicated in the transmission report, if it is by facsimile.



## 6 Costs

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

## 7 General

### Further Assurance

- 7.1 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.

### Severability

- 7.2 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. The parties shall use their best endeavours to renegotiate the severed provisions, where possible.

### Governing Law

- 7.3 This Agreement is governed by the law of Victoria.
- 7.4 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

### **Owners warranties**

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

### **Successors in title**

- 7.6 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Lot, successors in title shall be required to:
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
  - (b) execute a deed agreeing to be bound by the terms of this Agreement.

### **No Waiver**

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

### **No fettering of the Responsible Authorities Powers**

- 7.8 It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Lot or relating to any use or development of the Lot.

### **Commencement of agreement**

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

**EXECUTED** as a deed

**AH518189G**

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## Execution page

EXECUTED on behalf of )  
STOCKLAND DEVELOPMENT )  
PTY LIMITED (ABN 71 000 064 )  
835) by its attorney )

*BRAD RADDON*  
pursuant to power of attorney dated  
*28/4/2009*  
in the presence of:

*[Signature]*  
Signature of witness

*CHRIS WALKINS*  
Name of witness

*[Signature]*

By executing this document the  
attorney states that the attorney has  
received no notice of revocation of  
the power of attorney

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

*[Signature]*  
Chief Executive Officer



AH518189G

24/09/2010 \$105.20 173





# Imaged Document Cover Sheet

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| Document Identification                         | <b>AH529207V</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>8</b>                |
| Document Assembled                              | <b>09/05/2025 16:49</b> |

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**FORM 18**

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

Section 181

**Planning and Environment Act 1987 ("Act")**

Lodged at the Land Titles Office by:

Name: *Stockland Development Pty Ltd.*

Phone: *90915 5000*

Address: *Level 7, 452 Flinders St, Melbourne*

Ref: *Jocelyn Lal*

Customer Code: *2944C*

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

*Certificates of title volume 11200 folios 328, 329, 330, 332 and 334*  
Land: *and volume 11222 folios 416, 417 and 418*

~~(a) lots B, C, 2, 9A, 10A and 11 on plan of subdivision no PS636382L and being parts of the land described in certificate of title volume 00146 folio 133; and~~

~~(b) the land described in certificate of title volume 10924 folio 117.~~

Authority: *Whittlesea City Council of Ferres Boulevard South Morang 3752.*

Section and Act under which agreement made:

Section 173 of the Act

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

Signature for the Authority: *David Turnbull*

Name of Officer: *DAVID TURNBULL*

Office held: *C.E.O.*

Date: *20th September 2010*

**AH529207V**

30/09/2010 \$135.20

173



**Agreement under Section 173  
of the Planning and  
Environment Act 1987**

**STOCKLAND DEVELOPMENT PTY  
LIMITED  
("Owner")**

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

**Mallesons Stephen Jaques**

Level 50  
600 Bourke Street  
Melbourne Vic 3000  
9643 4000  
9643 5999  
DX 101 Melbourne

Eucalypt  
Conservation Management Plan  
290 Epping Road Wollert  
50A Lehmanns Road Wollert

## Agreement under Section 173 of the Planning and Environment Act 1987

**Date:**

20<sup>th</sup> September 2010

**Parties:**

**STOCKLAND DEVELOPMENT PTY LIMITED (ACN 000 064 835)** of Level 7, 452 Flinders Street Melbourne Vic 3000 ("**Owner**")

**WHITTLESEA CITY COUNCIL** of Ferres Boulevard, South Morang 3752 ("**Responsible Authority**")

**Recitals:**

- A. The Owner is registered as proprietor of the Development Land.
- B. The Responsible Authority is the responsible authority under the Scheme.
- C. The Responsible Authority has issued the Permit for the development of land which includes the Development Land in accordance with the Permit and as set out on the Plan of Subdivision.
- D. Condition 21 of the Permit requires the Owner to enter into this Agreement in respect of the Development Land and more particularly the implementation of the approved conservation management plan.
- E. The Owner and the Responsible Authority 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.
- F. The parties enter into this Agreement:
  - (a) to give effect to the requirements of the Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Development Land

**Operative provisions:**

### 1 Definitions

#### General

- 1.1 The following words have these meanings in this Agreement unless the contrary intention appears:

**Act** means the **Planning and Environment Act 1987** and includes any relevant regulations.

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30/09/2010 \$135.20 173



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

**Conservation Management Plan** means a conservation management plan of the kind referred to in Recital D as approved by the Responsible Authority and by the Department of Sustainability and Environment.

**Development Land** means certificates of title volume 11200 folios 328,329,330,332 and 334 and volume 11222 folios 416,417 and 418.

**Lot or Lots** (as the case may be) means a lot or lots created on a Plan of Subdivision and intended to be used and occupied for residential purposes.

**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 Development Land or any part of the Development Land.

**Owner** means the party registered or entitled to be registered under the Transfer of Land Act 1958 as the proprietor from time to time of any of the Development Land or part of the Development Land to which this Agreement applies and includes a mortgagee in possession.

**Permit** means planning permit no. 711149 issued under the Scheme.

**Plan of Subdivision** means a plan of subdivision of the Development Land which creates a Lot or Lots.

**Scheme** means the Whittlesea Planning Scheme.

## 2 Interpretation

In this Agreement, unless the context admits otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to each other gender;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- (d) if a party consists of more than one person, this Agreement binds them jointly and each of them severally;

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- (e) a term used in this agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- (f) A reference to an act, regulation or planning scheme includes any acts regulations or amendments amending, consolidating or replacing the act, regulation or planning scheme;
- (g) the Recitals to this Agreement are and will be deemed to form part of this Agreement.

### 3 Covenants

- 3.1 The Owner covenants and agrees to implement the Conservation Management Plan for the Development Land.

### 4 Planning and Environment Act 1987

#### Section 173

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

#### Section 181

- 4.2 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Development Land.
- 4.3 The Owner further covenants and agrees that:
  - (a) the Owner will do all things necessary to give effect to this Agreement;
  - (b) the Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificates of Title of the Development Land in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.
- 4.4 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.

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- 4.5 This Agreement ends in respect of a Lot or Lots when a statement of compliance for a Plan of Subdivision is issued.
- 4.6 The statement of compliance issued in respect of a Plan of Subdivision must specify the Lot or Lots to which this Agreement no longer applies and is ended.
- 4.7 As soon as reasonably practicable after the Agreement has ended, the Responsible Authority will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the Register.

## 5 Notices

- 5.1 A notice, approval, certificate, consent or other communication in connection with this Agreement must be in writing and:
  - (a) left at the address of the addressee; or
  - (b) sent by prepaid ordinary post to the addressee's address or if the addressee notifies another address to that address; or
  - (c) by facsimile to the facsimile number nominated for that purpose by the party.
- 5.2 Unless a later time is specified in the communication, a communication takes effect from the time it is received.
- 5.3 A communication is taken to be received on the third day after posting, if it is by post, or the time and date indicated in the transmission report, if it is by facsimile.

## 6 Costs

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

## 7 General

### Further Assurance

- 7.1 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.

### Severability

- 7.2 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

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provisions of this Agreement remain operative. The parties shall use their best endeavours to renegotiate the severed provisions, where possible.

### **Governing Law**

- 7.3 This Agreement is governed by the law of Victoria.
- 7.4 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

### **Owners warranties**

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

### **Successors in title**

- 7.6 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the titles to the Development Land, successors in titles shall be required to:
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
  - (b) execute a deed agreeing to be bound by the terms of this Agreement.

### **No Waiver**

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

### **No fettering of the Responsible Authorities Powers**

- 7.8 It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Development Land or relating to any use or development of the Development Land.

### **Commencement of agreement**

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

**EXECUTED** as a deed

**AH529207V**

30/09/2010 \$135.20

173





AH529207V

30/09/2010 \$135.20

173

6



## Execution page

EXECUTED on behalf of )  
STOCKLAND DEVELOPMENT )  
PTY LIMITED (ABN 71 000 064 )  
835) by its attorney )

*BRAD RADDON*  
pursuant to power of attorney dated  
*28/4/2009*  
in the presence of

*[Signature]*  
Signature of witness

*CHRIS WILKINS*  
Name of witness

*[Signature]*

By executing this document the  
attorney states that the attorney has  
received no notice of revocation of the  
power of attorney

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

*[Signature]*  
Chief Executive Officer



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FORM 18

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

Section 181

Planning and Environment Act 1987 ("Act")

Lodged at the Land Titles Office by:

Name: Stockland Development Pty Limited

Phone: (03) 9095-5075

Address: Level 7, 452 Flinders Street, Melbourne VIC 3000

Ref: CRA NOMINEES Customer Code: 2944C

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

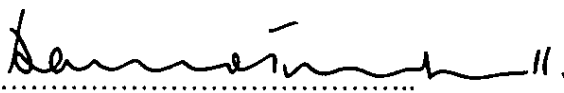
Land: Certificate of title volume 146 folio ~~143~~ 133 c/c.

Authority: Whittlesea City Council of Ferres Boulevard South Morang 3752.

Section and Act under which agreement made:

Section 173 of the Act

A copy of the Agreement is attached to this Application

Signature for the Authority: 

Name of Officer: DAVID TURNBULL

Office held: CHIEF EXECUTIVE OFFICER

Date: 3-12-09

**AG970677A**

13/01/2010 \$102.90 173



**Agreement under section 173  
of the Planning and  
Environment Act 1987**

**CRG NOMINEES PTY LIMITED  
("Owner")**

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

**Mallesons Stephen Jaques**

Level 50  
600 Bourke Street  
Melbourne Vic 3000  
9643 4000  
9643 5999  
DX 101 Melbourne

Eucalypt  
Road construction  
(lot A)

## Agreement under section 173 of the Planning and Environment Act 1987

**Date:**

**Parties:**

**CRG NOMINEES PTY LIMITED (ACN 088 212 631)** of Deutsche Bank Place, Level 6, 126 Phillip Street Sydney NSW 2000 (“**Owner**”)

**WHITTLESEA CITY COUNCIL** of Ferres Boulevard, South Morang 3752 (“**Responsible Authority**”)

**Recitals:**

- A. The Owner is registered as proprietor of the Land.
- B. The Responsible Authority is the responsible authority under the Scheme.
- C. The Responsible Authority has issued the Permit for the development of the Land in accordance with the Permit and as set out on the Plan of Subdivision.
- D. Condition 2 of the Permit provides:  
  
*“Prior to the issue of a Statement of Compliance, roadworks and drainage shall be constructed in accordance with construction plans (engineering plans) and specifications approved by the Responsible Authority unless otherwise agreed in writing by the Responsible Authority.....”.*
- E. This Agreement is entered into in accordance with condition 2 of the Permit and more particularly to provide for the construction of the Roads.
- F. The Owner and the Responsible Authority 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.
- G. The parties enter into this Agreement:
  - (a) to give effect to the requirements of the Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

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**Operative provisions:****1 Definitions****General**

- 1.1 The following words have these meanings in this Agreement unless the contrary intention appears:

**Act** means the **Planning and Environment Act 1987** and includes any relevant regulations.

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

**Land** means the land described in certificate of title volume 00146 folio ~~143~~ known as 290 Epping Road Wollert.

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

**Owner** means the party registered or entitled to be registered under the Transfer of Land Act 1958 as the proprietor from time to time of any of the Land or part of the Land to which this Agreement applies and includes a mortgagee in possession.

**Permit** means planning permit no. 711350 issued under the Scheme.

**Plan of Subdivision** means plan of subdivision no. PS624908Q.

**Roads** means:

- (b) the interim intersection works to Epping Road and Pine Park Drive to the roundabout with Allendale Avenue/Steadman Way as shown on the Plan of Subdivision in accordance with the construction plans approved under the Permit; and
- (c) the full cross section (including services) of Allendale Avenue, Burley Street and Wolf Road shown on the Plan of subdivision in accordance with the Epping North East Development Plan and approved construction plans under the Permit.

**Scheme** means the Whittlesea Planning Scheme.

## 2 Interpretation

---

In this Agreement, unless the context admits otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to each other gender;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- (d) if a party consists of more than one person, this Agreement binds them jointly and each of them severally;
- (e) a term used in this agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- (f) A reference to an act, regulation or planning scheme includes any acts regulations or amendments amending, consolidating or replacing the act, regulation or planning scheme;
- (g) the Recitals to this Agreement are and will be deemed to form part of this Agreement.

## 3 Covenants

---

3.1 The Owner covenants and agrees:

- (a) to procure, at the cost of the Owner, the construction of the Roads to the satisfaction of the Responsible Authority;
- (b) that the Roads or relevant part or parts of the Roads shall be constructed prior to a use and/or development of Lot A on the Plan of Subdivision that in the opinion of the Responsible Authority requires the use of the Roads or relevant part or parts of the Roads;
- (c) that sections 16 and 17 of the Subdivision Act 1989 shall apply to the construction and servicing of the Roads as if those sections are expressly included as terms and conditions of this Agreement,

unless otherwise agreed in writing with the Responsible Authority.

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- 3.2 Without limiting clause 3.1, the construction of the Roads shall include the following requirements:

**Landscape Plan**

- (a) Before the approval by the responsible authority of construction plans (engineering plans) a landscape plan must be prepared. The landscape plan must be to the satisfaction of the responsible authority and must be submitted and assessed against the construction plans by the responsible authority. The landscape plan must be drawn to scale with dimensions and three copies must be provided. The landscape plan must show (as applicable):
- (i) the removal of all existing disused structures, foundations, pipelines or stockpiles and the eradication of weed;
  - (ii) all proposed street-tree planting using semi - advanced trees; with minimum container size of 45 litres;
  - (iii) the supply and spread of sufficient topsoil and sub soil if required on the proposed areas of open space to provide a stable, free draining surface and hydro-seeding of proposed grass areas (including within the drainage reserve);
  - (iv) mechanisms for the exclusion of vehicles;
  - (v) all proposed open space, streetscape embellishments such as installation of pathways, garden beds, seating, shelters, picnic facilities, boardwalks, tree planting, signage, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies (including within the drainage reserve); and
  - (vi) typical dwelling street setbacks.

**Construction Plans**

- (b) Road works and drainage works must be provided, in accordance with construction plans and specifications as approved by the responsible authority. Before any roads / drainage works start, detailed construction plans for the works to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. The construction plans must be drawn to scale with dimensions and three copies must be provided.

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The construction plans must include:

- (i) all necessary computations and supporting documentation, including a Certificate of Compliance for any structure, traffic data, road safety audit and geotechnical investigation report;
- (ii) design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt;
- (iii) provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan;
- (iv) provision of public lighting and underground electricity supply within all streets;
- (v) traffic control measures;
- (vi) provision of street name plates to the Council standard design (including a schedule of individual signs and associated street numbers);
- (vii) provision of concrete footpaths in all streets and reserves;
- (viii) shared paths in accordance with the approved Development Plan within streets and reserves;
- (ix) provision of underground easement drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot;
- (x) the location and provision of vehicle exclusion mechanisms abutting reserves;
- (xi) details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves;
- (xii) appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision;
- (xiii) provision for the utilisation of any surplus top soil from this stage;
- (xiv) permanent survey marks;
- (xv) on a separate construction plan sheet if considered necessary by the applicant;

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- (xvi) provision of conduits, including pits and ancillary works for optical fibre telecommunications services or any equivalent alternative approved by the responsible authority and the conduit, unless otherwise approved, shall be designed in accordance with clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme and Planning Guidelines for Conduits for Optic Fibre Services, 2001;
- (xvii) survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones;
- (xviii) details in relation to all filling on the site which must be compacted to specifications approved by the responsible authority;
- (xix) the relocation underground of all existing aerial services, including electricity and telecommunications assets, within streets abutting the subdivision; and
- (xx) the location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained.

#### **Site Management Plan**

- (c) Before any works, including works required by other authorities start:
  - (i) four copies of a site management plan for the relevant stage must be submitted to and approved by the responsible authority. When approved, the Site Management Plan will be endorsed.

The Site Management Plan must:

- (A) include separate parts describing relevant matters of occupational health and safety, traffic management, environmental controls and cultural protection measures;
- (B) be submitted to the responsible authority a minimum of seven days before a required pre-commencement meeting (attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer) on the site of the works;

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- (C) include the proposed route for construction vehicle access to the site including a program for the upgrade and maintenance works required along this route while any works are in progress;
- (D) include means by which foreign material will be restricted from being deposited on public roads by vehicles associated with building and works on the land to the satisfaction of the responsible authority; and
- (ii) all environmental and cultural protection measures identified shall be described on a drawing(s) drawn to scale and prepared in accordance with Melbourne Water standards for such drawings.

The developer must keep the responsible authority informed in writing of any changes to the Site Management Plan. If in the opinion of the responsible authority the changes represent a significant departure from the approved Site Management Plan then an amended Site Management Plan must be submitted to and approved by the responsible authority. The approved measures must be carried out continually and completed to the satisfaction of the responsible authority.

**As constructed plans (Construction plans)**

- (d) Prior to the commencement of the defects liability period the following must be submitted to the satisfaction of the responsible authority:
  - (i) a complete set of 'as constructed plans' of site works, in hard copy transparent film and digital file format AutoCAD (2000). The digital files must have a naming convention to enable identification of Council assets listed;
  - (ii) a list of asset quantities which include the following Council assets:
    - (A) total length of Roads, Footpath, Kerb and Channel;
    - (B) total number of Bridges, WSUD features, Traffic calming devices;
    - (C) total length of pipe and number of pits for Drainage & Telecommunications;
    - (D) total number of streetlights; and
  - (ii) asset information in digital format to include drainage and telecommunications network data as per "D-Spec" (the Consultant/Developer Specifications for the delivery of drainage data to Local Governments).

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### **Landscape Maintenance**

- (e) The landscaping (except for grass in nature strips of streets) shown on the approved stage landscape plans, must be maintained to the satisfaction of the responsible authority for a period of two full summers plus three months from the issue of a Certificate of Practical Completion of landscaping, including that any dead, diseased or damaged plants are to be replaced during the period of maintenance and must not be deferred until the completion of the maintenance period.

Upon the completion of maintenance of the street tree planting and landscaping works, the developer must notify the responsible authority to undertake an inspection prior to the issue of the Certificate of Final Completion.

### ***As constructed plans (landscape plan)***

- (f) No later than 21 days after issue of certificate of practical completion for landscaping the following must be submitted:
- (i) a complete set of 'as constructed plans' (which will be the stage landscape plan amended if necessary to show any changes that may have occurred during construction), in hard copy transparent film; and
  - (ii) an 'as constructed stage landscape plan' in digital file format (currently AutoCAD 2000, or other format to the satisfaction of the responsible authority).

3.3 The Responsible Authority agrees that the construction of the Roads are not required to be completed prior to:

- (a) the construction of the temporary car park and access associated with the temporary portable sales office, in accordance with Planning Permit No. 711638;
- (b) erection of advertising signage in accordance with Planning Permit No. 711255; and
- (c) works to the bluestone cottage in accordance with Planning Permit No. 711650.

## **4 Planning and Environment Act 1987**

### **Section 173**

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

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**Section 181**

- 4.2 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land.
- 4.3 The Owner further covenants and agrees that:
- (a) the Owner will do all things necessary to give effect to this Agreement;
  - (b) the Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Land in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.
- 4.4 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
- 4.5 As soon as reasonably practicable after the Agreement has ended, the Responsible Authority will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the Register.

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**5 Notices**

- 5.1 A notice, approval, certificate, consent or other communication in connection with this Agreement must be in writing and:
- (a) left at the address of the addressee; or
  - (b) sent by prepaid ordinary post to the addressee's address or if the addressee notifies another address to that address; or
  - (c) by facsimile to the facsimile number nominated for that purpose by the party.
- 5.2 Unless a later time is specified in the communication, a communication takes effect from the time it is received.
- 5.3 A communication is taken to be received on the third day after posting, if it is by post, or the time and date indicated in the transmission report, if it is by facsimile.

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## 6 Costs

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

## 7 General

### Further Assurance

- 7.1 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.

### Severability

- 7.2 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. The parties shall use their best endeavours to renegotiate the severed provisions, where possible.

### Governing Law

- 7.3 This Agreement is governed by the law of Victoria.
- 7.4 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

### Owners warranties

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

### Successors in title

- 7.6 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title shall be required to:
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
  - (b) execute a deed agreeing to be bound by the terms of this Agreement.

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**No Waiver**

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

**No fettering of the Responsible Authorities Powers**

- 7.8 It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

**Commencement of agreement**

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

**EXECUTED** as a deed

**AG970677A**

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## Execution page

**AG970677A**

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THE COMMON SEAL of CRG )  
 NOMINEES PTY LIMITED is duly )  
 affixed by authority of its directors in )  
 the presence of: )

Signature of authorised person

**Director**

Office held

Jonathan Callaghan

Name of authorised person (block letters)

Signature of authorised person

**Company Secretary**

Office held

Andrew Jason Murray

Name of authorised person (block letters)

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

Chief Executive Officer



**AG970677A**

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## Mortgagees consent



**ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493)** of Level 17, 530 Collins Street Melbourne, Vic 3000, the mortgagee under mortgage no AF512950B ("**Mortgagee**") consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee in possession of the Land, agrees to be bound by the covenants and conditions of this Agreement.

Date:

Signed sealed and delivered for ANZ )  
Fiduciary Services Pty Limited ACN 100 )  
709 493 by its duly constituted attorney )

Katherine Ang )

Manager Transaction Management, ANZ )  
Fiduciary Services Pty Limited, under )  
power of attorney dated 23 November )  
2007 in the presence of )

Signature of Witness

ANTHONY HERDEN

Name of Witness

Signature of Attorney

Katherine Ang

Name of Attorney

Australia  
and New  
Zealand  
Banking  
Group Limited

100

100

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

Section 181 Planning and Environment Act 1987



## Form 18

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: TGM:5403317  
Customer Code: 1167E

**AH113860K**



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

Land: Volume 00146 Folio 133

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

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

Handwritten signature of David Turnbull.

Name of officer:

DAVID TURNBULL

Position held:

CEO

Date:

10/3/10

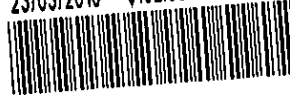


**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Info@maddocks.com.au  
www.maddocks.com.au  
DX 259 Melbourne

**AH113860K**

23/03/2010 \$102.90 173



**Date**        /        /2010

## **Agreement under Section 173 of the Planning and Environment Act 1987**

**Subject Land:**        **Epping North East Local Structure Plan Area  
290 Epping Road, Wollert**

**Purpose:**                **Fixing of land values**

**Whittlesea City Council  
and**

**Stockland Development Pty Ltd  
ACN 000 064 835**

**AH113860K**

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Maddocks

# **Agreement under Section 173 of the Planning and Environment Act 1987**

DATE        /        /2010

**Dated**        /        /



## **Parties**

|            |                                |
|------------|--------------------------------|
| Name       | <b>WHITTLESEA CITY COUNCIL</b> |
| Address    | of Municipal Offices           |
| Short name | <b>Council</b>                 |

|            |                                                                        |
|------------|------------------------------------------------------------------------|
| Name       | <b>STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835</b>                   |
| Address    | Deutsche Bank Place, Level 6, 126-130 Phillip Street, Sydney, NSW 2000 |
| Short name | <b>Owner</b>                                                           |

## **Background**

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council was the Planning Authority for the purposes of Amendment C81 to the Planning Scheme. Amendment C81 rezoned the Subject Land for urban purposes and introduces a Development Contributions Plan into the Planning Scheme and also incorporated the Epping North East Local Structure Plan into the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Under the Epping North East Local Structure Plan, part of the Subject Land is required for the purpose of the provision of infrastructure to service the area to which the Epping North east Local Structure Plan applies. The Epping North East Development Contributions Plan assumes a certain value for land required for the Infrastructure Projects set out in the Epping North East Development Contributions Plan.
- E. Council and the Owner have agreed to fix the value of land for the purpose of:
  - E.1 ascertaining the amount of compensation to be paid to the Owner when that part of the Subject Land which is required for an Infrastructure Project is transferred to Council or any other relevant authority; and
  - E.2 calculating the amount of any public open space contribution payable by the Owner to Council under the Planning Scheme.



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~~F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AF512050B in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.~~

G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## THE PARTIES AGREE

**AH113860K**

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### 1. Definitions

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

**Act** means the *Planning and Environment Act 1987*.

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

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

**Developable Land** has the same meaning as in the Epping North East Development Contributions Plan.

**Epping North East Development Contributions Plan** means the Epping North East Development Contributions Plan which is incorporated into the Planning Scheme.

**Infrastructure Land** means any land required for an Infrastructure Project.

**Infrastructure Project** means an infrastructure project as identified in the Epping North East Development Contributions Plan.

**Land Value** means the amount specified in clause 3.2 of this Agreement as adjusted by the index specified in clause 3.3 of this Agreement.

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

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

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

**Plan of Subdivision** means a plan of subdivision of the Developable Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately or can be re-subdivided.

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

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

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**Subject Land** means 290 Epping Road, Wollert, being the land comprised in Certificates of Title Volume 00146 Folio 133 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

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



## 3. Specific obligations of the owner

Council and the Owner acknowledge and agree that:

### Compensation payable by Council to the Owner

- 3.1 subject to this Agreement and notwithstanding:
  - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
  - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -

for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;





Maddocks

- 3.2 for the purpose of this Agreement, the Land Value of the Subject Land is fixed at the rate of \$500,000 per hectare on a pro rata basis; .
- 3.3 the Land Value will be adjusted upwards on 1 July each year after the execution of this Agreement by an amount determined by multiplying the Land Value by the CPI in the previous 12 month period;
- 3.4 unless an alternative time is agreed between the parties in writing, the Land Value is payable to the Owner within 28 days of the Infrastructure Land being either transferred to Council or any other road authority or vested in Council or any other road authority as evidenced by the registration of a Plan of Subdivision by the Registrar of Titles;
- 3.5 the provisions of this Agreement in relation to the Land Value are intended to fix the market value and replace any other measure or category of compensation payable to the Owner under the Land Acquisition and Compensation Act 1987, the Act and any other legislation or regulation;
- 3.6 no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition Compensation Act 1987; and
- 3.7 Council will use the Infrastructure Land for the purposes of the Infrastructure Project to which it relates.

#### **Valuation of Land for purposes of calculating the Public Open Space Contribution**

- 3.8 where the Owner is liable to pay a public open space contribution to Council under the Planning Scheme or any document incorporated into the Planning Scheme, the valuation of the land for the purposes of calculating the amount payable is to be fixed at the Land Value specified in clause 3.2 of this Agreement as adjusted by clause 3.3 of this Agreement.

---

#### **4. Further obligations of the owner**

##### **4.1 Notice and Registration**

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

##### **4.2 Further actions**

The Owner further covenants and agrees that:

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

**AH113860K**

23/03/2010 \$102.90 173





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**5. Further obligations of council**

Council acknowledges and agrees that Council will pay the Owner's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

---

**6. Agreement under section 173 of the act**

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

---

**7. Owner's warranties**

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

---

**8. Successors in title**

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

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

---

**9. General matters**

**9.1 Notices**

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

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**AH113860K**

23/03/2010 \$102.90 173



**A notice or other communication is deemed served:**

- ### 9.3 No Waiver

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

## 9.4 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 will remain operative.

## 9.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**10. GST**

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

**AH113860K**

|            |          |     |
|------------|----------|-----|
| 23/03/2010 | \$102.90 | 173 |
|------------|----------|-----|



## 11. Commencement of agreement

**This Agreement commences on the execution of this Agreement by both parties.**

## 12. Ending of agreement

- 12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of all Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not Infrastructure Land.

|            |          |     |
|------------|----------|-----|
| 23/03/2010 | \$102.90 | 173 |
|------------|----------|-----|





Maddocks

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

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

.....  
Chief Executive Officer

.....  
Councillor

Executed by STOCKLAND DEVELOPMENT  
PTY LTD ACN 000 064 835 by its Attorney  
BRAD GARDNER under a  
Power of Attorney dated 28/4/09 in the  
presence of:

.....  
Witness

CHRIS WILKINS  
Full name of Witness

~~———— Mortgagee's Consent ————~~

~~ANZ Fiduciary Services Pty Ltd as Mortgagee of registered mortgage No. AF512050B consents to the  
Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in  
possession, agrees to be bound by the covenants and conditions of this Agreement.~~

AH113860K

23/03/2010 \$102.90 173

**Date of issue**  
12/05/2025

**Assessment No.**  
824862

**Certificate No.**  
171865

**Your reference**  
76727971-021-3

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 14 Allendale Avenue WOLLERT 3750

**Description:** LOT: 7 PS: 645944S

**AVPCC:** 120.2 Single Strata Unit

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2024       | 1 July 2024              | \$410,000              | \$140,000  | \$20,500         |

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

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

|                                                       |             |
|-------------------------------------------------------|-------------|
| General rate levied on 01/07/2024                     | \$960.13    |
| Fire services charge (Res) levied on 01/07/2024       | \$132.00    |
| Fire services levy (Res) levied on 01/07/2024         | \$35.67     |
| Waste Service Charge (Res/Rural) levied on 01/07/2024 | \$205.70    |
| Waste Landfill Levy Res/Rural levied on 01/07/2024    | \$14.20     |
| Arrears to 30/06/2024                                 | \$335.00    |
| Interest to 12/05/2025                                | \$0.00      |
| Other adjustments                                     | \$0.00      |
| Less Concessions                                      | \$0.00      |
| Sustainable land management rebate                    | \$0.00      |
| Payments                                              | -\$1,346.70 |

*Balance of rates & charges due:* \$336.00

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$336.00**

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

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

**Email:** info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### **Interest penalty on late payments**

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

## 6. Other information:



Authorising Officer

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

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

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **824862**



Phone 1300 301 185  
Ref **824862**



Biller Code **5157**  
Ref **824862**

9th May 2025

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

|                                    |                                                               |
|------------------------------------|---------------------------------------------------------------|
| <b>Property Address:</b>           | 14 ALLENDALE AVENUE WOLLERT 3750                              |
| <b>Applicant</b>                   | Melbourne Real Estate Conveyancing C/- InfoTrack (<br>LANDATA |
| <b>Information Statement</b>       | 30939474                                                      |
| <b>Conveyancing Account Number</b> | 7959580000                                                    |
| <b>Your Reference</b>              | 396012                                                        |

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

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

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES



**Yarra Valley Water Property Information Statement**

|                  |                                  |
|------------------|----------------------------------|
| Property Address | 14 ALLENDALE AVENUE WOLLERT 3750 |
|------------------|----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

**Melbourne Water Property Information Statement**

|                  |                                  |
|------------------|----------------------------------|
| Property Address | 14 ALLENDALE AVENUE WOLLERT 3750 |
|------------------|----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

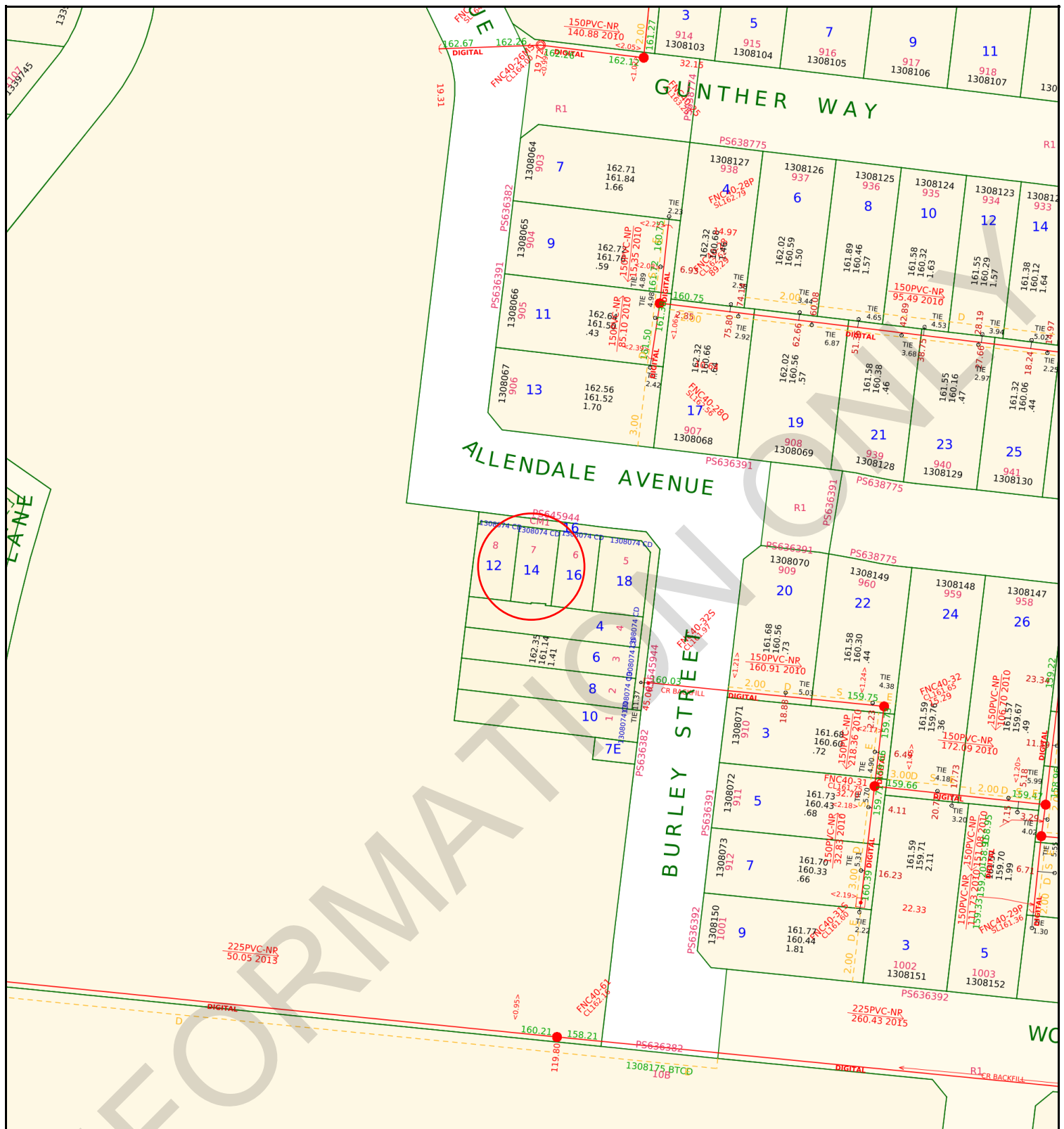
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30939474**

|         |                                  |
|---------|----------------------------------|
| Address | 14 ALLENDALE AVENUE WOLLERT 3750 |
| Date    | 09/05/2025                       |
| Scale   | 1:1000                           |



|                 |                     |         |                                    |  |
|-----------------|---------------------|---------|------------------------------------|--|
| Existing Title  | Access Point Number | GLV2-42 | MW Drainage Channel Centreline     |  |
| Proposed Title  | Sewer Manhole       |         | MW Drainage Underground Centreline |  |
| Easement        | Sewer Pipe Flow     |         | MW Drainage Manhole                |  |
| Existing Sewer  | Sewer Offset        | <1.00>  | MW Drainage Natural Waterway       |  |
| Abandoned Sewer | Sewer Branch        |         |                                    |  |

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

**Account No:** 7784872676  
**Rate Certificate No:** 30939474

**Date of Issue:** 09/05/2025  
**Your Ref:** 396012

With reference to your request for details regarding:

| Property Address                   | Lot & Plan | Property Number | Property Type |
|------------------------------------|------------|-----------------|---------------|
| 14 ALLENDALE AVE, WOLLERT VIC 3750 | 7\PS645944 | 5029582         | Residential   |

| Agreement Type                           | Period                   | Charges  | Outstanding |
|------------------------------------------|--------------------------|----------|-------------|
| Residential Water Service Charge         | 01-04-2025 to 30-06-2025 | \$20.64  | \$20.64     |
| Residential Usage Charge                 |                          | \$0.00   | \$0.00      |
| Residential Sewer Service Charge         | 01-04-2025 to 30-06-2025 | \$118.19 | \$118.19    |
| Residential Recycled Water Usage Charge  |                          | \$0.00   | \$0.00      |
| Parks Fee                                | 01-04-2025 to 30-06-2025 | \$21.74  | \$21.74     |
| Drainage Fee                             | 01-04-2025 to 30-06-2025 | \$30.44  | \$30.44     |
| Residential Water and Sewer Usage Charge |                          | \$0.00   | \$0.00      |

### Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

**Balance Brought Forward** \$0.00

**Total for This Property** \$191.01



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

#### **Recycled water is available at this property**

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

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

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

Property No: 5029582

Address: 14 ALLENDALE AVE, WOLLERT VIC 3750

Water Information Statement Number: 30939474

## HOW TO PAY



Billers Code: 314567  
Ref: 77848726760

Amount  
Paid

Date  
Paid

Receipt  
Number

Property Clearance Certificate

Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

|                 |             |
|-----------------|-------------|
| Your Reference: | 25/3542AJ   |
| Certificate No: | 90662658    |
| Issue Date:     | 12 MAY 2025 |
| Enquiries:      | MXH10       |

|               |                                      |
|---------------|--------------------------------------|
| Land Address: | 14 ALLENDALE AVENUE WOLLERT VIC 3750 |
|---------------|--------------------------------------|

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 39654985 | 7   | 645944 | 11338  | 566   | \$975.00    |

Vendor: IAN MERVYN HUDSON & ALLENDALE TC PTY LTD

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax               | Year | Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total    |
|--------------------------------|------|--------------------|------------------|------------------|----------|
| BOLEYN SERVICES SUPERANNUATION | 2025 | \$140,000          | \$975.00         | \$0.00           | \$975.00 |

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

| Current Vacant Residential Land Tax | Year Taxable Value (CIV) | Tax Liability | Penalty/Interest | Total |
|-------------------------------------|--------------------------|---------------|------------------|-------|
|-------------------------------------|--------------------------|---------------|------------------|-------|

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
Paul Broderick  
Commissioner of State Revenue

|                                                          |           |
|----------------------------------------------------------|-----------|
| CAPITAL IMPROVED VALUE (CIV):                            | \$410,000 |
| SITE VALUE (SV):                                         | \$140,000 |
| CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: | \$975.00  |



# Notes to Certificate - Land Tax

**Certificate No:** 90662658

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$140,000

Calculated as \$975 plus ( \$140,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,100.00

Taxable Value = \$410,000

Calculated as \$410,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 90662658

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 90662658

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/3542AJ

Certificate No: 90662658

Issue Date: 12 MAY 2025

Enquires: MXH10

Land Address: 14 ALLENDALE AVENUE WOLLERT VIC 3750

| Land Id  | Lot                       | Plan           | Volume                              | Folio                                                    | Tax Payable |
|----------|---------------------------|----------------|-------------------------------------|----------------------------------------------------------|-------------|
| 39654985 | 7                         | 645944         | 11338                               | 566                                                      | \$0.00      |
| AVPCC    | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment                                                  |             |
| 120.2    | N/A                       | N/A            | N/A                                 | The AVPCC allocated to the land is not a qualifying use. |             |

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$410,000

SITE VALUE: \$140,000

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90662658

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

|                 |             |
|-----------------|-------------|
| Your Reference: | 25/3542AJ   |
| Certificate No: | 90662658    |
| Issue Date:     | 12 MAY 2025 |

Land Address: 14 ALLENDALE AVENUE WOLLERT VIC 3750

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 7   | 645944 | 11338  | 566   |

Vendor: IAN MERVYN HUDSON & ALLENDALE TC PTY LTD

Purchaser: FOR INFORMATION PURPOSES

| WGT Property Id | Event ID | Windfall Gains Tax | Deferred Interest | Penalty/Interest | Total  |
|-----------------|----------|--------------------|-------------------|------------------|--------|
|                 |          | \$0.00             | \$0.00            | \$0.00           | \$0.00 |

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

|                                    |
|------------------------------------|
| CURRENT WINDFALL GAINS TAX CHARGE: |
| \$0.00                             |



# Notes to Certificate - Windfall Gains Tax

Certificate No: 90662658

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

|                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>BPAY</b></p> <p> Biller Code: 416073<br/>Ref: 90662651</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p> | <p><b>CARD</b></p> <p> Ref: 90662651</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61.<br/>A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p> | <p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**OWNERS CORPORATION CERTIFICATE**  
**s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations**  
**Regulations 2018**

**Owners Corporation**  
**Number** OCPS 645944S  
**Address** 16 Allendale Avenue, Wollert VIC 3750

This certificate is used for **Lot 7 on Plan of Subdivision No 645944S**

**Postal Address is 14 / 14 Allendale Avenue, Wollert VIC 3750**

|                                        |                                                                        |
|----------------------------------------|------------------------------------------------------------------------|
| Applicant for the certificate is       | Anna Geranis – MREC                                                    |
| Address for delivery of certificate    | <a href="mailto:anna@melbournerec.com.au">anna@melbournerec.com.au</a> |
| Date that the application was received | 15/05/2025                                                             |

**IMPORTANT:**

The information in this certificate is issued on 21-05-2025

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$1,852.88 and are for the period 01/03/2025 to 28/02/2026 and are payable in 6 monthly instalments, as follows:

**6 MONTHLY**

01/03/2025 - 31/08/2025      \$852.94

01/09/2025 - 28/02/2026      \$999.94

(b) The date up to which the fees for the lot have been paid is – 31/8/2025

(c) The total of any unpaid fees or charges for this lot is:

**Administrative  
Fund**

**Amount**

**Maintenance Fund**

**Amount**

Admin Amount  
Owing \$ 0.00

Interest Due \$ 0.00

**Total Amount Due  
& Payable \$ 0.00**

Admin Amount  
Owing \$ 0.00

Interest Due \$ 0.00

**Total Amount Due  
& Payable \$ 0.00**

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

**No special levies due and payable at the time this certificate was prepared, however we strongly suggest you ring our office for an update of any outstanding levies prior to settlement.**

**Please ring our office for an update of any outstanding fees prior to settlement**

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB: 183-334  
Account Number: 230519332  
Lot Reference: 7

**\* It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: NIL

(f) The Owners Corporation has the following insurance cover:

Policy Number: HS0006122034

Insurer: Flex Insurance  
Underwriting Agency

Policy Start Date: 15/03/2025

Type: Strata - Residential

Premium: \$8,849.15

Next Due Date:  
15/03/2026

Broker: Honan Insurance  
Group Pty Ltd

Paid On Date: 12/03/2025

| Cover                 | Sum Insured | Excess  |
|-----------------------|-------------|---------|
| Building              | \$3,712,072 | \$2,000 |
| Catastrophe Insurance |             |         |
| Common Area Contents  | \$37,121    |         |

|                                    |                            |         |
|------------------------------------|----------------------------|---------|
| Fidelity Guarantee                 | \$250,000                  | \$500   |
| Legal Expenses                     | \$50,000                   |         |
| Loss of Rent                       | \$556,810                  |         |
| Lot Owners Fixtures & Improvements | \$250,000                  |         |
| Machinery Breakdown                | Not Insured                |         |
| Office Bearers Liability           | \$1,000,000                | \$2,000 |
| Public Liability                   | \$30,000,000               | \$1,000 |
| Voluntary Workers                  | \$200,000/\$2,000 per week |         |
| Government Audit Costs             | \$25,000                   |         |
| Appeal Expenses                    | \$100,000                  |         |
| Flood Cover                        | Insured                    |         |
| Water Damage                       | Insured                    | \$2,500 |

The type of Policy is: **Full Replacement Residential**

The Buildings covered by the Policy are situated at:

**16 Allendale Avenue, Wollert VIC 3750**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

**NO**

(h) The total funds held by the owners corporation are:

|                                        |                    |
|----------------------------------------|--------------------|
| Admin Fund                             | \$ 5,441.38        |
| Maintenance                            | \$ 0.00            |
| Unallocated to levies, lots in prepaid | \$ 2.06            |
| <b>Total</b>                           | <b>\$ 5,443.44</b> |

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: None, to the best of my knowledge

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: None, to the best of my knowledge

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with MJS Body Corporate 22/8/2025

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 21-05-2025

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: None, to the best of my knowledge

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

PO Box 109  
Abbotsford VIC 3067  
Tel: 03 8373 4719  
Email: accounts@mjsbc.com.au  
MJSBC Pty Ltd  
ABN: 32 676 503 469

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation

A copy of Schedule 2 - of the Owners Corporations Regulations 2018 entitled "Models Rules for an Owners Corporation"

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

*An applicable fee to provide this service will apply.*

**IMPORTANT PLEASE NOTE:**



- The information contained in this certificate is deemed accurate and correct based on the available data at the time of preparation and issuance. This information is valid for the date of issue only.
- The information provided is subject to change without notice.
- It is strongly recommended that an updated certificate be obtained prior to the settlement of the property by both parties representing the vendor and purchaser. Failure to obtain an update for the settlement date may result in an incorrect amount being transferred. Management accepts no responsibility if an updated certificate is not requested for the settlement date.
- If the ordering party requests an update, it will be provided at no charge if the request is made within 30 days of the certificate issue date. After the 30-day grace period, a new application for a certificate must be submitted.
- Only information provided by the signatory on this certificate will be acknowledged as correct.
- Purchasers are strongly advised to obtain an independent building report and conduct a search for any building notices. Management takes no responsibility for purchasers failing to undertake their own due diligence.
- A Notice of Acquisition must be provided to this office within 7 days of settlement. Failure to submit a Notice of Acquisition will result in the new lot owner being charged additional fees for investigations and title searches.

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date: 21-05-2025

This owners corporation certificate was prepared by:



Kathryn Douni

PO Box 109  
Abbotsford VIC 3067  
Tel: 03 8373 4719  
Email: [accounts@mjsbc.com.au](mailto:accounts@mjsbc.com.au)  
MJSBC Pty Ltd  
ABN: 32 676 503 469

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

## **Rules for Owners Corporation**

### **1. Health, safety, and security**

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#### **1.1 Health, safety and security of Lot owners, occupiers of Lots and others**

A Lot owner or occupier must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another Lot.

## **1.2 Storage of flammable liquids and other dangerous substances and materials**

1. Except with the approval in writing of the owners corporation, an owner or occupier of a Lot must not use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—

(a) chemicals, liquids, gases, or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

## **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

# **2. Committees and sub-committees**

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## **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a subcommittee without reference to the owners corporation.

# **3. Management and administration**

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## **3.1 Metering of services and apportionment of costs of services**

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or occupier that is more than the amount that the supplier would have charged the Lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the Lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the Lot owner or occupier and the owners corporation has given the Lot owner or occupier an opportunity to claim it and the Lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the Lot owner or occupier as a refund.

## **4. Use of common property**

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### **4.1 Use of common property**

1. An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a Lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
7. The owners corporation may impose reasonable conditions on a Lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### **4.2 Vehicles and parking on common property**

An owner or occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **4.3 Damage to common property**

1. An owner or occupier of a Lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a Lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen, or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5. Lots**

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### **5.1 Change of use of Lots**

An owner or occupier of a Lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the owners corporation.

### **Example**

If the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

## **5.2 External appearance of Lots**

1. An owner or occupier of a Lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their Lot.
2. An owners corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity, or the value of other Lots and/or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

## **5.3 Requiring notice to the owners corporation of renovations to Lots**

An owner or occupier of a Lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other Lot owners' or occupiers' enjoyment of the common property.

## **6. Behaviour of persons**

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### **6.1 Behaviour of owners, occupiers, and invitees on common property**

An owner or occupier of a Lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

1. An owner or occupier of a Lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. Dispute resolution**

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1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

## **Statement of advice and information for prospective purchasers and lot owners**

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

### **What is an owners corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an owners corporation?**

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## **Further information**

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

## **Management of an owners corporation**

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

## Annual General Meeting Minutes

For Strata OCPS 645944S

16 Allendale Avenue, Wollert, VIC, 3750

Held AT Time: 12:30 PM, on 22 April 2025

At, Venue: Via Zoom Online Web Conference with Link <https://zoom.us/j/9947955327>

### CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

#### Lots Owners in Attendance

Lot 8                      Koula Fotinos                      Owner present

#### Additional Attendees

#### Proxies

#### Apologies

#### Chairperson of the meeting

Kathryn Douni

#### Determination of Quorum

Pursuant to s. 77 Owners Corporations Act 2006, a quorum for a general meeting is 50% of the total number of Lots, or if 50% of the total number of Lots is not available, the quorum is at least 50% of the lot entitlement. Upon presentation of all proxies and noting all attendances, it was confirmed that as there was less than 50% of occupiable lots represented, a quorum was not achieved and therefore, in accordance with Section 78 of the Owners Corporation Act 2006, all resolutions are interim resolutions for 29 days. Interim resolutions become resolutions of the Owners Corporation 29 days from the date of interim resolution, should not more than 25% of lots petition against the interim resolution. Should there be nil attendance by lots at the Annual General Meeting, the Manager will proceed with the Meeting in accordance with Section 78 of the Owners Corporations Act 2006, which permits a meeting to proceed without a quorum or any member present. The Minutes of the Annual General Meeting will be circulated within 14 days of the meeting and will become binding on 29 days after the meeting, unless Members representing 25% of the lot entitlement of the Owners Corporations petition for a further meeting within 28 days of the meeting.

### 1. MINUTES OF PREVIOUS MEETING

#### ORDINARY RESOLUTION

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 18th of April 2024 be confirmed as a true and correct record of the proceedings of that meeting

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

### 2. MANAGEMENT CONTRACT - DUE FOR RENEWAL

#### ORDINARY RESOLUTION

Resolved that the Owners Corporation Members resolve to appoint MJSBC Pty Ltd for a fee of \$390.41 per lot (including GST) per annum for a 3 year/s term.

*NOTE - Pursuant to section 18A of the Owners Corporation Act 2006 the Owners Corporation may resolve to no longer require the presence of the seal on pertinent documentation relating to the Owners Corporation opting for the adoption of signatures only in its place.*

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

### 3. MANAGER'S REPORT

#### ORDINARY RESOLUTION

That the Owners Corporation Members resolve to acknowledge and accept the manager's report as prepared and presented by the Manager.

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

### 4. COMMITTEE REPORT

#### ORDINARY RESOLUTION

It was resolved by Members present that no report was received from the Chairperson of the Committee.

*The Owners Corporation Members and Management conveyed their thanks to the Committee and or Chairperson for their service throughout the year.*

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

### 5. ELECTION OF COMMITTEE / CHAIRPERSON

#### ORDINARY RESOLUTION

Under Part 5 of the Owners Corporation Act 2006:

- An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.
- An Owners Corporation with less than 10 lots, may elect a committee, however a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.



The Owners Corporation Members resolve **not to elect** a Committee of the Owners Corporation, and to appoint **only** a Chairperson to serve on behalf of all members.

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 6. COMMITTEE & CHAIRPERSON ELECTION

In accordance with Section 100 of the Owners Corporation Act 2006, The Owners Corporation Members resolve that the following be appointed as Chairperson and members of the committee.

It was further resolved that the elected committee and chairperson of the Owners Corporation will also serve as the Grievance Committee for the Owners Corporation.

MJSBC Pty Ltd will act as the Secretary of the Owners Corporation and will receive instructions from the Chairperson for any matters pertaining to the Owners Corporation.

### ELECTION OF Committee Member - - Plan No. OCPS 645944S

Koula Fotinos have been elected to the committee.

| Name          | Details     | Votes | Outcome                            |
|---------------|-------------|-------|------------------------------------|
| Koula Fotinos | Chairperson | 0     | Elected, reason: Elected Unopposed |

## 7. DELEGATION OF DUTIES

### ORDINARY RESOLUTION

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

1. The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.
2. The power to remove a committee or officer of the Owners Corporation.
3. The power to set the annual fees or levies (except in terms of the Act).

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 8. OCCUPATIONAL HEALTH & SAFETY

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.

## 9. OCCUPATIONAL HEALTH & SAFETY REPORT - NOT COMPLETED

### ORDINARY RESOLUTION

There is no professional Occupational Health and Safety (OH&S) Audit has been completed by the Owners Corporation at the time of this meeting.

#### Not to obtain a professional report

It was resolved by members present **NOT** to arrange a professional OH&S Audit, instead, the Committee/Chairperson will complete a property risk profile report and deliver it to the manager. It was further resolved to delegate the Committee and or Chairperson the authority to prioritise with the Manager items identified requiring remedial action and to raise special levies to meet the costs where necessary.

Please note that if any risk be identified, the risk should be reported to MJSBC Pty Ltd immediately so the risk can be addressed.

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 10. ANNUAL ESSENTIAL SAFETY MEASURES REPORT IS NOT REQUIRED

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 1A residential building and does not require regular inspections of the buildings' ESMs and therefore is **not** required to meet these obligations. However members are advised of the following:

It is the responsibility of lot owners and or their appointed representative to ensure:

- That, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.
- That, no penetrations have occurred in fire walls, doors, or the common areas.
- That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.

Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, to the office of MJSBC Pty Ltd immediately when identified, so to ensure building compliance.

## 11. INSURANCE

### 11.1. INSURANCE POLICY INFORMATION

#### ORDINARY RESOLUTION

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

- Carpet
- Floating Flooring
- Window Furnishing
- Contents / Landlord Cover
- Public Liability (within apartment)

Lot Owners are advised to review their insurance policies carefully, particularly with respect to flooring, as some policies may provide coverage for carpets and floating flooring.

The details of the current policy held by the Owners Corporation have been provided below:

| The details of the current policy held by the Owners Corporation have been provided below. |                                    |             |                                    |                 |            |
|--------------------------------------------------------------------------------------------|------------------------------------|-------------|------------------------------------|-----------------|------------|
| Policy Number                                                                              | Underwriter                        | Current To  | Risk Type                          | Coverage        | Excess     |
| HS0006122034                                                                               | Flex Insurance Underwriting Agency | 15 Mar 2026 | Building Cover                     | \$3,712,072.00  | \$2,000.00 |
|                                                                                            |                                    |             | Catastrophe                        |                 |            |
|                                                                                            |                                    |             | Contents                           | \$37,121.00     |            |
|                                                                                            |                                    |             | Fidelity guarantee                 | \$250,000.00    | \$500.00   |
|                                                                                            |                                    |             | Legal Expenses                     | \$50,000.00     |            |
|                                                                                            |                                    |             | Loss of rent                       | \$556,810.00    |            |
|                                                                                            |                                    |             | Lot owners fixtures & improvements | \$250,000.00    |            |
|                                                                                            |                                    |             | Machinery breakdown                | Not Insured     |            |
|                                                                                            |                                    |             | Office bearers liability           | \$1,000,000.00  | \$2,000.00 |
|                                                                                            |                                    |             | Public liability                   | \$30,000,000.00 | \$1,000.00 |
| TOTAL PREMIUM: \$8,849.15                                                                  |                                    |             |                                    |                 |            |

The excess amounts outlined in the table above represent standard figures and may be subject to variation depending on claim history. Additional excesses and exclusions may also apply.

As disclosed within the Management Agreement, the Owners Corporation acknowledges that MJSBC Pty Ltd receives a commission for arranging the insurance premium for the property. This commission compensates MJSBC Pty Ltd for its services, including processing claims and coordinating with the insurance broker on insurance-related matters throughout the year.

The Owners Corporation acknowledges that MJSBC Pty Ltd are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.

*The Owners Corporation acknowledges and endorses the components of the insurance policy as detailed in the Certificate of Currency attached to the Notice of Meeting. Copies of the Product Disclosure Statement (PDS), the insurance invoice (including excesses and exclusions), and the Financial Services Guide (FSG) are available via the owner portal or can be obtained from the Manager upon request.*

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 11.2. INSURANCE EXCESS

### ORDINARY RESOLUTION

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 11.3. OFFICE BEARERS LIABILITY INSURANCE

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representative of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

It was noted that the current Office Bearer's Liability sum insured is insured at **\$1,000,000.00**

## 11.4. INSURANCE VALUATION

The Owners Corporation is required under Section 59(2) of the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

That the last insurance valuation for the Owners Corporation was completed **on 15 March 2024**, and it was determined that the amount in which the building sum insured is to be set at for the next 3-years is as follows:

**Year 1** 15/03/2024 - \$3,552,222.00

**Year 2** 15/03/2025 - \$3,712,072.00

**Year 3** 15/03/2026 - \$3,879,115.00

The Owners Corporation **has completed** a Valuation report for insurance purposes.

The Owners Corporation Members noted not to obtain a valuation for insurance purposes, as it is not required.

## 11.5. RENEWAL INSTRUCTIONS

### ORDINARY RESOLUTION

**The Owners Corporation Members resolve that MJSBC Pty Ltd is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.**

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, MJSBC Pty Ltd will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

*That should there be a shortfall in the funds of the Owners Corporation to meet its statutory and contractual commitments (including maintaining current insurance policy) then the Owners Corporation Committee or the Manager may authorise the raising of a Special Levy to meet the shortfall in funds to ensure compliance with statutory and contractual obligations, subject to any proposed Special Levy not exceeding the limits set out in s24 of the Act.*

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 12. FINANCIAL STATEMENTS

### 12.1. CLOSING BALANCE

#### ORDINARY RESOLUTION

That the Financial Statements for the period **29th of February 2024 - 28th of February 2025**, as prepared and presented, be accepted with the closing balances, as follows:

The Administration Fund Closing Balance - \$9,076.05

The Maintenance Fund Closing Balance - \$0.00

|      |   |          |   |      |   |      |   |
|------|---|----------|---|------|---|------|---|
| For: | 1 | Against: | 0 | Abs: | 0 | Inv: | 0 |
|------|---|----------|---|------|---|------|---|

**Motion CARRIED.**

## 13. BUDGET

### 13.1. ADMINISTRATION FUND BUDGET

#### ORDINARY RESOLUTION

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **1st of March 2025 - 28th of February 2026**, be confirmed at **\$14,823.00**.

|      |   |          |   |      |   |      |   |
|------|---|----------|---|------|---|------|---|
| For: | 1 | Against: | 0 | Abs: | 0 | Inv: | 0 |
|------|---|----------|---|------|---|------|---|

**Motion CARRIED.**

### 13.2. MAINTENANCE / SINKING FUND BUDGET

#### ORDINARY RESOLUTION

The Owners Corporation members resolve **NOT** to establish a maintenance fund in the name of the Owners Corporation.

|      |   |          |   |      |   |      |   |
|------|---|----------|---|------|---|------|---|
| For: | 1 | Against: | 0 | Abs: | 0 | Inv: | 0 |
|------|---|----------|---|------|---|------|---|

**Motion CARRIED.**

### 13.3. LEVY FREQUENCY

#### ORDINARY RESOLUTION

Resolved that the levy statements be issued in line with the below table in accordance with lot liability.

| Levy Status    | Period From | Period To  | Due       | Admin Fund         | Per Lot Liability Admin | Sinking Fund  | Per Lot Liability Sinking |
|----------------|-------------|------------|-----------|--------------------|-------------------------|---------------|---------------------------|
| Already Issued | 1/03/2025   | 31/08/2025 | 1/03/2025 | \$6,823.52         | \$85.29                 | \$0.00        | \$0.00                    |
| To be Issued   | 1/09/2025   | 28/02/2026 | 1/09/2025 | \$7,999.48         | \$99.99                 | \$0.00        | \$0.00                    |
| <b>Total</b>   | 1/03/2025   | 28/02/2026 |           | <b>\$14,823.00</b> | <b>\$185.29</b>         | <b>\$0.00</b> | <b>\$0.00</b>             |

The Owners Corporation Members resolve that the levy statements be issued **six-monthly** in advance and in accordance with lot liability.

**Please note:** if your levy frequency is set as quarterly, the first quarter has been issued and collected based on the previous year's budget. The increase/decrease applicable for the new budget will be applied from the second quarter levy notice, onwards

|             |   |                 |   |             |   |             |   |
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| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 14. DEBT RECOVERY AUTHORISATION

### ORDINARY RESOLUTION

The Owners Corporation initiate debt recovery proceedings in VCAT or Magistrates court against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table;

| Stage | Days in arrears | Action Taken           | Debt Recovery Fee     |
|-------|-----------------|------------------------|-----------------------|
| 1     | 7               | Owner Statement        | No Fee                |
| 2     | 21              | Reminder Notice        | \$55                  |
| 3     | 30              | Final Fee Notice       | \$55                  |
| 4     | 60              | Debt Collection Notice | Legal Costs Plus \$55 |

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006, and all debt recovery fees are as per the Contact of Appointment.



|             |   |                 |   |             |   |             |   |
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| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 15. PENALTY INTEREST

### ORDINARY RESOLUTION

That the Owners Corporation Members to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interest collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 16. DISPOSAL OF ABANDONED GOODS ON COMMON AREA

### ORDINARY RESOLUTION

The Owners Corporation acknowledges that in accordance with Division 5A, *Owners Corporations Act 2006*, the Owners Corporation may now dispose of goods abandoned on common property.

Sections 60 to 65 and 73 to 76 of *Australian Consumer Law and Fair-Trading Act 2021* apply to the disposal of abandoned goods by an Owners Corporation as if – (a) a reference to the uncollected goods were a reference to the abandoned goods; and (b) a reference to the receiver were a reference to the Owners Corporation; and (c) a reference to the provider were a reference to the person who abandoned the goods.

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 17. ELECTRICAL SWITCHBOARD INSPECTION & THERMAL IMAGING REPORT

### ORDINARY RESOLUTION

Whilst not mandatory, it is “*best practice*” for Owners Corporations to ensure that Common Property electrical switchboards are regularly inspected. It is recommended that an Electrical Switchboard Inspection & Thermal Imaging Report be undertaken on a regular basis (industry practice is for a report either every 1, 2 or no more than 3 years) and that the Owners Corporation addresses any faults identified in the report.

Resolved by Ordinary Resolution That the Owners Corporation delegate the Manager authority to arrange



for an Electrical Switchboard Inspection & Thermal Imaging Report and to address any faults identified in the report.

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 18. UTILITY BROKERING

Your property doesn't have Common Utilities however we do offer our owners the ability to join our utility brokering on our friends & clients package where you may be able to receive discounts on your current electricity and gas bills by opting to join in and begin benefiting from our economies of scale.

If this is of interest to you please request more information from your Strata Manager.

## 19. ATO REGISTRATION

### ORDINARY RESOLUTION

The Owners Corporation resolved by Ordinary Resolution to appoint Kathryn Douni of MJSBC Pty Ltd to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.

|             |   |                 |   |             |   |             |   |
|-------------|---|-----------------|---|-------------|---|-------------|---|
| <b>For:</b> | 1 | <b>Against:</b> | 0 | <b>Abs:</b> | 0 | <b>Inv:</b> | 0 |
|-------------|---|-----------------|---|-------------|---|-------------|---|

**Motion CARRIED.**

## 20. GENERAL BUSINESS

The General Business agenda item is a forum for discussion only and no resolution of the Owners Corporation will be facilitated within this item.

Where there is an elected Committee, all general business will be forwarded to the Chairperson / Committee for consideration and direction. In all other cases the information will be forwarded to the Chairperson of the Owners Corporation for a decision on behalf of the members.

## 21. NEXT ANNUAL GENERAL MEETING

The Owners Corporation Members resolve that the next Annual General Meeting will be held:

|             |            |
|-------------|------------|
| <b>Date</b> | April 2026 |
| <b>Time</b> | TBA        |

|              |                        |
|--------------|------------------------|
| <b>Venue</b> | Stratavote / In Office |
|--------------|------------------------|

The date, time and/or location may be changed in the event of unforeseen circumstances. The Owners Corporation Members further resolve that the manager reserves the right to alter the meeting schedule without consultation of the Owners Corporation.

**Note: additional fees will occur for meeting outside business hours.**

## MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **12:40 PM.**

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 9th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

14 ALLENDALE AVENUE, WOLLERT 3750  
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 9th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1137142

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA  
DOCKLANDS

## VENDOR

HUDSON, IAN MERVYN

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 7 PLAN PS645944 ALSO KNOWN AS 14 ALLENDALE AVENUE WOLLERT  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 21
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

09 May 2025

**Sonya Kilkeny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

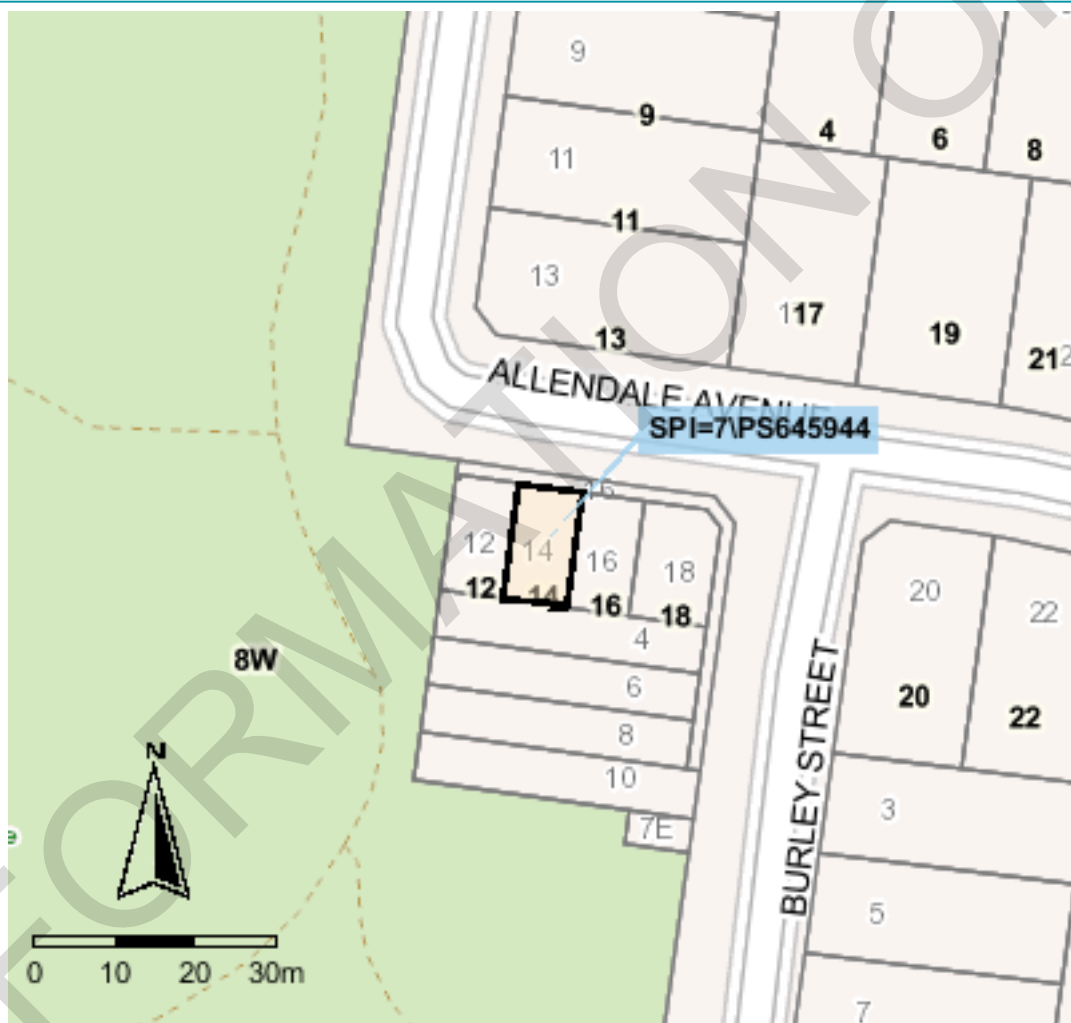
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 28 May 2025 06:41 PM

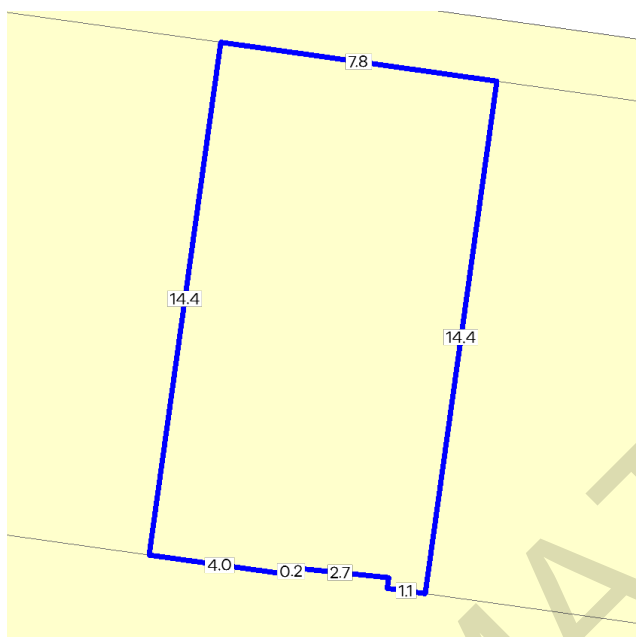
## PROPERTY DETAILS

Address: **14 ALLENDALE AVENUE WOLLERT 3750**  
Lot and Plan Number: **Lot 7 PS645944**  
Standard Parcel Identifier (SPI): **7\PS645944**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **824862**  
Directory Reference: **Melway 182 C1**

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

## SITE DIMENSIONS

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



**Area:** 111 sq. m

**Perimeter:** 45 m

For this property:

— Site boundaries

— Road frontages

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

1 overlapping dimension label is not being displayed

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

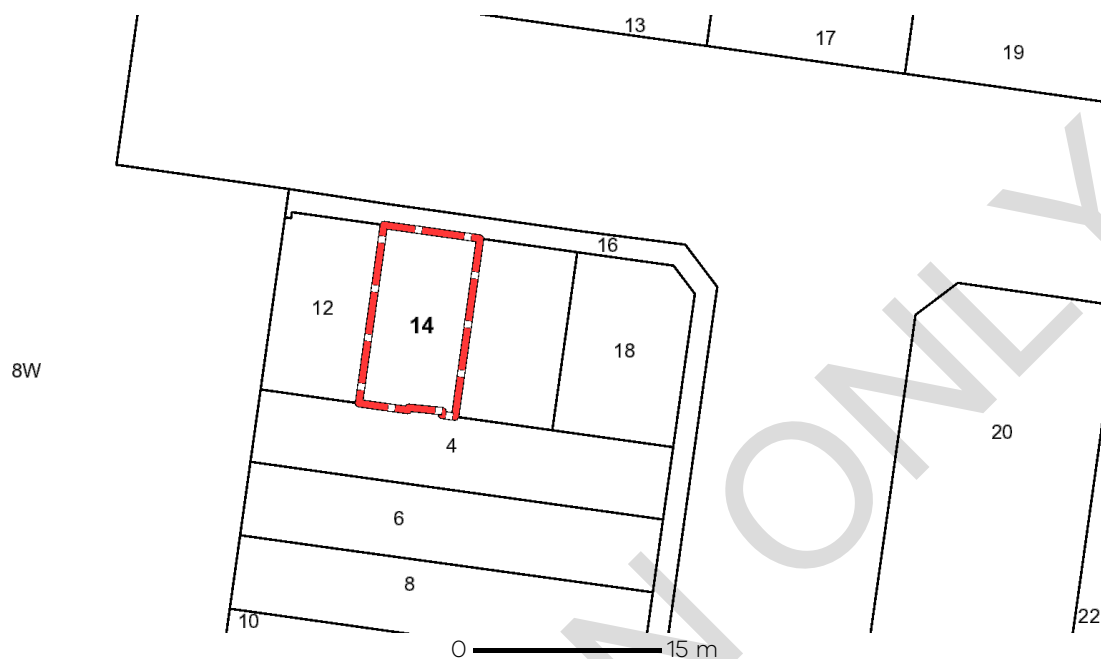
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 28 May 2025 06:41 PM

## PROPERTY DETAILS

Address: **14 ALLENDALE AVENUE WOLLERT 3750**  
Lot and Plan Number: **Lot 7 PS645944**  
Standard Parcel Identifier (SPI): **7\PS645944**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **824862**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 182 C1**

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

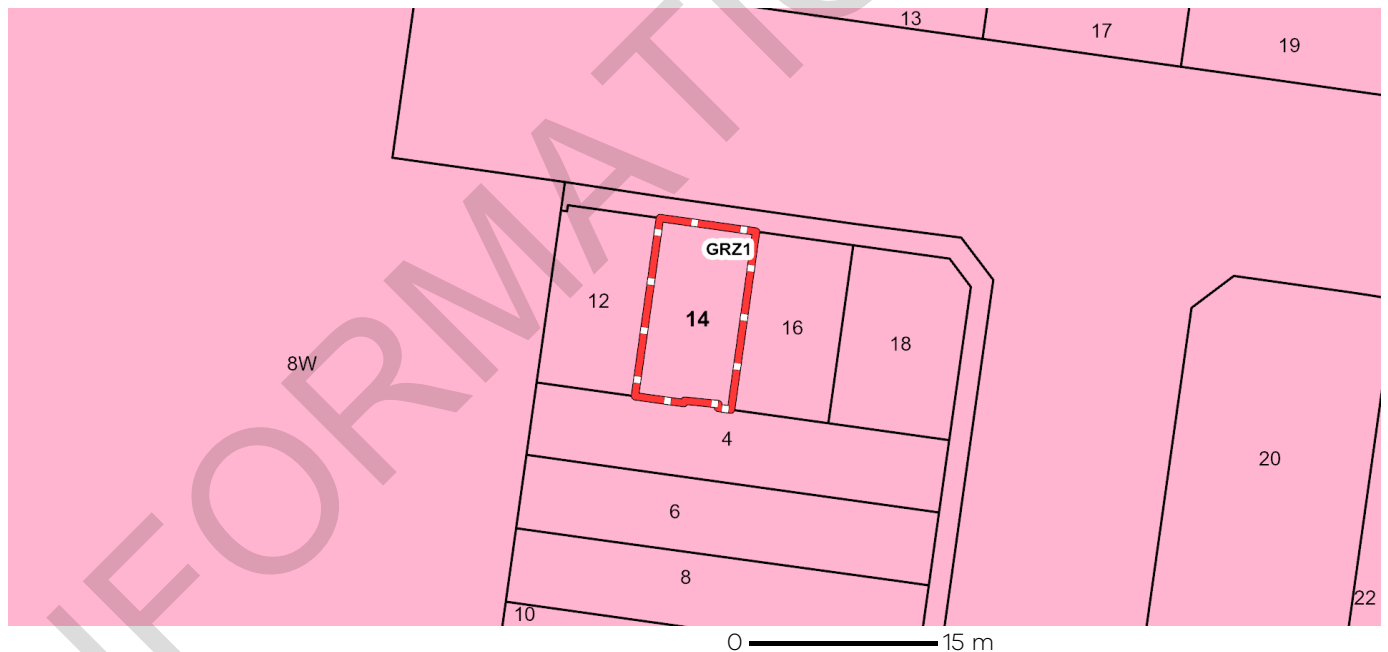
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



**GRZ - General Residential**

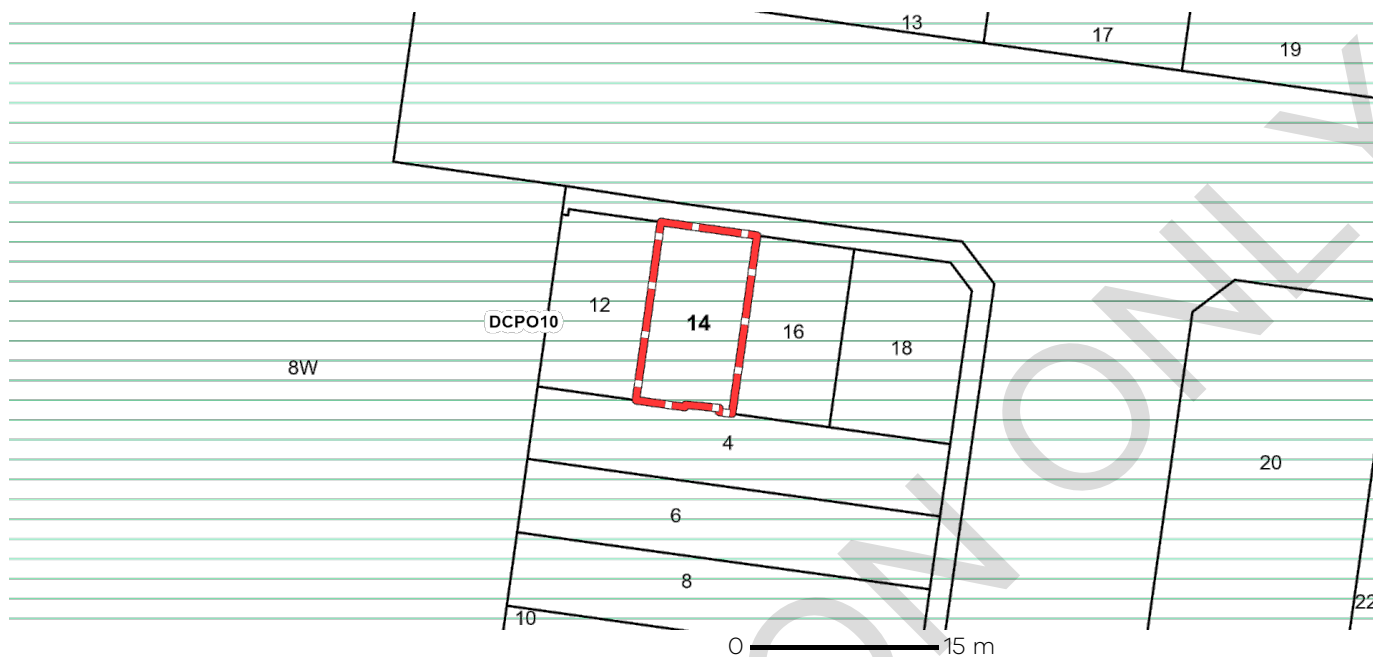
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.



## Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 \(DCPO10\)](#)

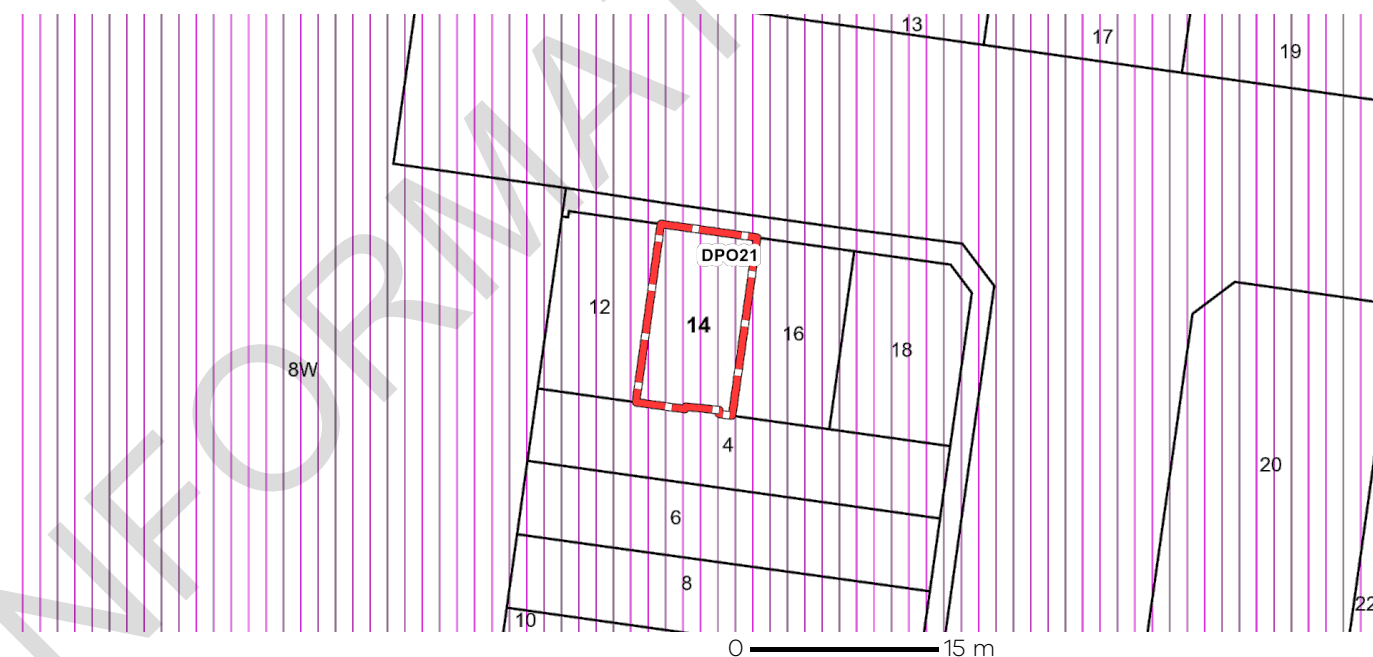


 **DCPO - Development Contributions Plan Overlay**

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

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 \(DPO21\)](#)



 **DPO - Development Plan Overlay**

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

## Planning Overlays

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

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



**VPO - Vegetation Protection 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 22 May 2025.

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

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

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

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

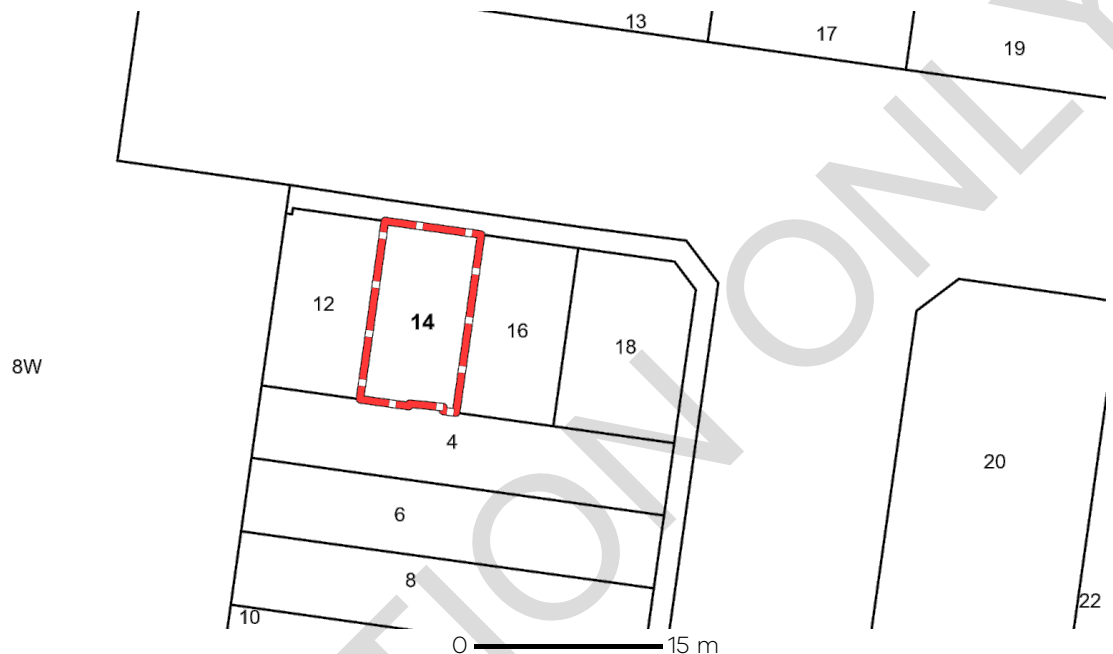
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is 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 Bushfire Prone Areas

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

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

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

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

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

## Native Vegetation

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

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

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

DATED

2025

**ALLENDALE TC PTY LIMITED**

**ACN - 155 710 099**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 14 ALLENDALE AVENUE WOLLERT VIC 3750**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**  
Licensed Conveyancer

954 High Street Reservoir Vic 3073  
Tel: 9464 6732

Ref: AJ:25/3542AJ