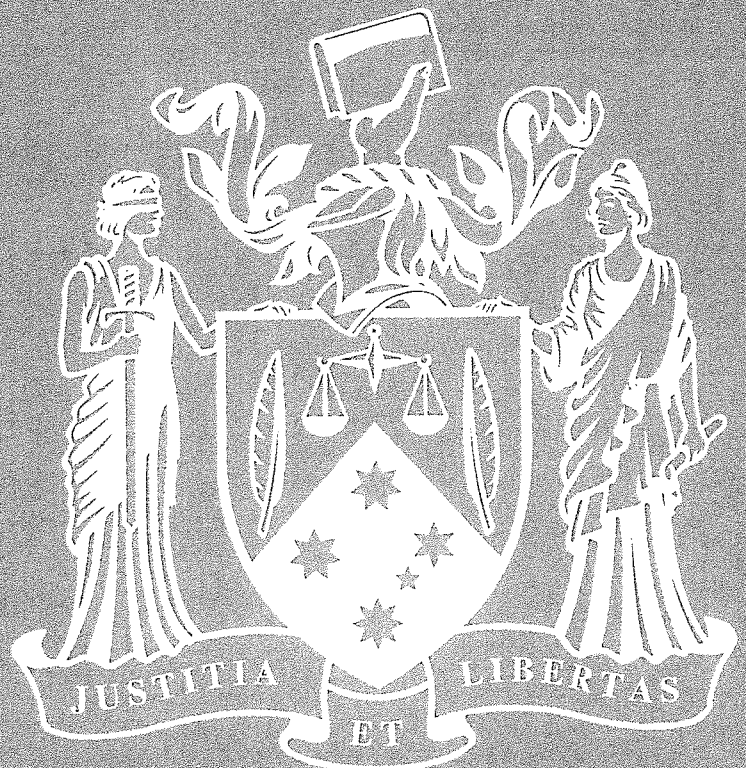


# Contract of sale of land

**Property:** **2 ST RAFAEL PLACE  
WHITTLESEA 3757**



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

### Approval

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

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

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../20.....

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

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

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

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../20.....

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

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

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

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STIRLING SMITH & ASSOCIATES - LAWYERS  
PARTICULARS OF SALE (LIV AUGUST 2019 edition)

**VENDOR'S ESTATE AGENT**

Name: Harcourts Rata and Co  
Address: 1, 337 Settlement Road Thomastown 3074  
Telephone: 9465 7766 Email: sold@rataandco.com.au Ref: Julian Carvalho

**VENDOR**

Name: **CHURCHILL PROPERTY GROUP PTY LTD ACN 110 468 258**  
Address:

**VENDOR'S LEGAL PRACTITIONER**

Name: STIRLING SMITH & ASSOCIATES  
Address: 728 SYDNEY ROAD BRUNSWICK 3056  
Telephone: 9386 2222 Email: stirlingsmithlawyers@outlook.com Ref: JOHN D'APRANO

**PURCHASER**

Name:

Address:

**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

Name:

Address:

Telephone: Email: Ref:

**LAND** (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
The whole of the land described in Volume 11010 Folio 674	1	PS 544923P

The land is described in the copy title(s) and plan(s) attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

**PROPERTY ADDRESS**

The address of the land is: **2 ST RAFAEL PLACE WHITTLESEA 3757**

**GOODS SOLD WITH THE LAND** (general condition 6.3(f))(list or attach schedule)

ALL FIXED FLOOR COVERINGS; EXISTING ELECTRIC LIGHT FITTINGS; HOT WATER SERVICE; DUCTED HEATING; EVAPORATIVE COOLING; BLINDS; GAS HOTPLATES; ELECTRIC WALL OVEN; RANGEHOOD; DISHWASHER.

**PAYMENT**

PRICE \$

DEPOSIT \$ \_\_\_\_\_ by \_\_\_\_\_ 2024 (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 conditions 17 and 26.2)**

is due on the \_\_\_\_\_ day of \_\_\_\_\_ 2024

**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 1.1.

**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 30 and add any further provisions by way of special conditions.

**LOAN (general condition 20)**

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$

Approval date:

2021

**SPECIAL CONDITIONS**

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

**SPECIAL CONDITIONS**

Instructions: It is recommended that when adding special conditions:

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

INFORMATION ONLY

## Special conditions

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

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

INFORMATION ONLY

**SPECIAL CONDITIONS "SC"  
CONTINUED**

**THERE ARE NO SPECIAL CONDITIONS NUMBERED 1 TO 16 (BOTH INCLUSIVE)**

**GUARANTEE BY DIRECTORS**

17. If the purchaser is a Corporation (other than a Company whose shares are listed in the Australian Stock Exchange Ltd) then this Contract of Sale shall be subject to and conditional upon the Directors of the Purchaser signing at their own expense a Guarantee prepared by the Vendor's Solicitors within 7 days of the receipt of a written demand from the Vendor's Solicitors such guarantee to contain (amongst other provisions) a covenant on the part of those Directors personally guaranteeing the due performance by the Purchaser of all the terms and conditions in this Contract of Sale.

**PLANNING SCHEMES**

18. The Purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne and Metropolitan Planning Scheme and any other Town Planning Acts or Schemes affecting the land hereby sold.

19. The property and any chattels are sold:

19.1. in their present condition and state of repair;

19.2. subject to all defects latent and patent;

19.3. subject to any infestations and dilapidation;

19.4. subject to all existing water sewerage drainage and plumbing services and connections in respect of the property.

20. The Purchaser agrees not to terminate rescind or make any objection requisition or claim for compensation arising out of any matters contained in Special Condition 19.

21. The Purchaser agrees that no failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.

**ACKNOWLEDGEMENT RECEIPT OF VENDOR'S STATEMENT**

22. The Purchaser acknowledges receiving from the Vendor or his agent a Vendor's Statement pursuant to Section 32 of the Sale of Land Amendment Act prior to the signing of this Contract.

**ACKNOWLEDGEMENT RECEIPT OF CONTRACT**

23. The Purchaser acknowledges receipt of a copy of this Contract of Sale of Real Estate in compliance with Section 53 of the Estate Agents Act 1980 (as amended).

**SMOKE ALARMS**

24. The purchaser agrees to provide at his own expense a self contained smoke alarm complying with Regulation 5.14 Building Regulations 1994 or any amendment or reenactment of the regulations within 30 days after the date of completion of the contract. This special condition shall not merge with the transfer of land but shall continue in full force and effect for the benefit of the vendor.

## **DAMAGES**

25. The Purchaser agrees and acknowledges that prior to the date of the contract he was given notice by the Vendor that the Vendor will be settling the purchase of another property simultaneously with the settlement of the sale and purchase of this property and failure by the purchaser herein to settle in accordance with this contract will cause the Vendor to suffer loss and damage.
26. The purchaser agrees that if the purchaser fails to complete the purchase of the property on the date specified in this contract for the payment of the residue (called "the due date" in this special condition) then the purchaser shall pay to the vendor in addition to the interest payable in accordance with the other terms of the contract:-
  - 26.1 all costs fees expenses directly or indirectly associated with obtaining bridging finance to complete the vendor's purchase of another property, and the interest incurred by the vendor on the bridging finance; and
  - 26.2. interest payable by the vendor under any existing mortgage loan and secured over the property sold under this contract calculated from the due date; and
  - 26.3 accommodation and relocation expenses incurred by the vendor; and
  - 26.4 all expenditures and liabilities incurred by the vendor for penalties losses damages expenses fees costs claims suits proceedings arising directly or indirectly from the purchaser's failure to complete the purchase on the due date; and
  - 26.5 the vendor's legal costs and fees and expenses calculated on a solicitor own client indemnity basis arising from the purchaser's failure to complete the purchase on the due date.

## **LAND TAX IS NOT AN ADJUSTABLE OUTGOING**

27. If Section 10G of the Sale of Land Act 1962 applies to this contract then the Vendor agrees that Land Tax is not an apportionable nor adjustable outgoing under this contract and the Purchaser is not obliged to pay any amount for or toward any land tax liability of the Vendor.

## **WINDFALL GAINS TAX IS NOT AN ADJUSTABLE OUTGOING**

28. If Section 10H of the Sale of Land Act 1962 applies to this contract then the Vendor agrees that Windfall Gains Tax is not an apportionable nor adjustable outgoing under this contract and the Purchaser is not obliged to pay any amount for or toward any windfall gains tax liability of the Vendor.

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

## Money

### 14. DEPOSIT

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic 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, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic 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:
- decide if an amount is required to be paid or the quantum of it, or
  - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# 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 \(consumer.vic.gov.au/duediligencechecklist\)](http://consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

(04/10/2016)

**GUARANTEE**

I/We

of

being Directors of the Purchaser Company in consideration of the Vendor entering into the annexed Contract of Sale with the withinnamed Purchaser Company at our request DO AND EACH OF US DO for ourselves and our respective executors administrators assignees or legal personal representatives-

1. HEREBY GUARANTEE the performance and observance of the terms and conditions in the said Contract contained and on the part of the Purchaser Company to be performed and observed AND IT IS HEREBY AGREED AND DECLARED that this Guarantee shall be a continuing Guarantee and shall in no way be avoided released or affected and shall remain in full force and effect notwithstanding any time or indulgence given or allowed by the Vendor to the Purchaser or any other variation of the terms of the said contract; and
2. HEREBY COVENANT with the Vendor that in the event of any default by the Purchaser in carrying out the terms of the said Contract to duly and punctually pay to the Vendor all or any purchase moneys and interest and any other moneys payable under the said Contract and shall perform and observe all other conditions and covenants therein contained on the part of the said Purchaser Company to be performed and observed; and
3. HEREBY INDEMNIFY the Vendor against all losses damages costs and expenses or otherwise which may be incurred by it by reason of any default on the part of the said Purchaser Company in the performance and observance of the agreements and conditions on its part contained in the said Contract PROVIDED THAT payment by the said Purchaser Company and the performance of the said conditions and covenants by it shall pro tanto release us from all liability hereunder.

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 2024

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

**STIRLING SMITH & ASSOCIATES**  
**LAWYERS**

**VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF SALE OF LAND ACT  
(SEPTEMBER 2014 EDITION)**

The Vendor provides this statement containing the matters and attaching the documents specified in SECTION 32 of the Sale of Land Act 1962 (as amended) to the Purchaser before the Purchaser signs the contract. (Comment: The Vendor may sign by electronic signature)

The Purchaser acknowledges and agrees that he received this statement signed by the Vendor before the Purchaser signed the contract.

LAND  
(Property Address)

<b>2 ST RAFAEL PLACE WHITTLESEA 3757</b>
--

VENDOR'S NAME

<b>CHURCHILL PROPERTY GROUP PTY LTD</b>	Date
---	------

VENDOR'S  
SIGNATURE

..... Director
-------------------

PURCHASER'S  
NAME

	Date
--	------

PURCHASER'S  
SIGNATURE

--

PURCHASER'S  
NAME

	Date
--	------

PURCHASER'S  
SIGNATURE

--

## **FINANCIAL MATTERS**

### **CHARGES**

Particulars and amounts of any registered unregistered or other charge over the land imposed by or under any Act to secure an amount due under that Act are as follows:- NIL.

### **RATES TAXES CHARGES AND OUTGOINGS**

The amount of any rates taxes charges or other similar outgoings affecting the land and any interest payable and which the purchaser may become liable and which the vendor might reasonably be expected to have knowledge are as follows:- SEE ATTACHED CERTIFICATES

### **STATUTORY CHARGES**

Particulars of any statutory charges (including arrears of rates or land tax) over the land are as follows:- NIL.

### **THE TOTAL AMOUNT OF RATES TAXES CHARGES AND OUTGOINGS DOES NOT EXCEED SUM SPECIFIED**

The total amount of the rates taxes charges and other similar outgoings and interest does not exceed the following sum:- \$5,600.00

### **INSURANCE DETAILS FOR THE LAND**

If the contract for the sale of land 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, the particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:- NOT APPLICABLE.

### **INSURANCE DETAILS FOR RESIDENCE CONSTRUCTED WITHIN PRECEDING 6 YEARS**

If there is a residence on the land which was constructed within the preceding 6 years and SECTION 137B of the BUILDING ACT 1993 applies to the residence, the particulars of any required insurance under that ACT applying to that residence is as follows:- NOT APPLICABLE.

### **EASEMENT COVENANT OR RESTRICTION**

A description of any easement covenant or other similar restriction affecting the land (whether registered or unregistered) - are set out in the attached copy Certificate of Title.

### **BREACHES OF EASEMENT TERMS OR COVENANT OR RESTRICTION**

Particulars of any existing failure to comply with the terms of the easement covenant or other similar restriction are as follows:- NONE

### **LAND IS NOT IN A DESIGNATED BUSHFIRE PRONE AREA**

The property is not in a bushfire-prone area within the meaning of regulations made under the BUILDING ACT 1993 (VIC). A bushfire-prone area report is not attached.

### **PLANNING SCHEME**

The details of any planning instrument which applies to the property is as follows:-  
SEE ATTACHED CERTIFICATE

### **NOTICE ORDER DECLARATION REPORT OR RECOMMENDATION OR APPROVED PROPOSAL**

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 and which the vendor might reasonably be expected to have knowledge are as follows:- NIL.

**NOTICE PROPERTY MANAGEMENT PLAN REPORT OR ORDER IN RELATION TO LIVESTOCK DISEASE OR CONTAMINATION BY AGRICULTURAL CHEMICALS**

Particulars of any 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 are as follows:-  
NIL

**NOTICES ORDERS OR APPROVED PROPOSALS**

Particulars of any notice of intention to acquire the land served under SECTION 6 of the LAND ACQUISITION AND COMPENSATION ACT 1986 are as follows:- NIL.

**BUILDING PERMIT ISSUED IN THE PRECEDING 7 YEARS**

Particulars of any building permit issued under the BUILDING ACT 1993 in the preceding 7 years - building approvals have not been granted.

**GST**

If the vendor makes a taxable supply under the contract for the sale of real estate to which this vendor's statement refers then the purchaser shall be liable to pay to the vendor the GST in respect of the taxable supply at the time the payment for the taxable supply is due. The amount of GST is equal to 10 per cent of the price as set out in the contract. Any price set out in the contract is a GST exclusive amount.

**NON CONNECTED SERVICES**

Details of services NOT connected to the property are as follows:-  
Telephone Services: Not Connected

**EVIDENCE OF TITLE**

Copies of the Register Search Statement and Plan of Subdivision that identifies the land and its location are attached.

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

Page 1 of 2

VOLUME 11010 FOLIO 674

Security no : 124116889684Y  
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### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 544923P.  
PARENT TITLE Volume 10554 Folio 857  
Created by instrument PS544923P 30/05/2007

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

CHURCHILL PROPERTY GROUP PTY LTD of 49 PATTERSON STREET COBURG VIC 3058  
AV916344F 02/08/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

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  
X161081Q 17/11/2000

### DIAGRAM LOCATION

SEE PS544923P 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: 2 ST RAFAEL PLACE WHITTLESEA VIC 3757

### ADMINISTRATIVE NOTICES

NIL

eCT Control 21793P STIRLING SMITH & ASSOCIATES  
Effective from 03/08/2022

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS544923P

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

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Page 2 of 2

DOCUMENT END

INFORMATION ONLY

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<b>PLAN OF SUBDIVISION</b>	Stage No.	LR use only EDITION 1	Plan Number <b>PS 544923 P</b>
----------------------------	-----------	--------------------------	-----------------------------------

Location of Land  
Parish: TOOROURRONG  
Township:  
Section:  
Crown Allotment:  
Crown Portion: 6 (Part)

Title References VOL 10554 FOL 857

Last Plan Reference: PS 433486 E (Lot 34)  
Postal Address: 16 OAKBANK BOULEVARD  
WHITTLESEA 3757

AMG Co-ordinates E 333 660  
N 5 847 100 Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

**Council Certification and Endorsement**

Council Name: WHITTLESEA Ref: 606033

1 This Plan is certified under Section 6 of the Subdivision Act 1988

~~2 This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /~~

~~3 This is a statement of compliance issued under section 21 of the Subdivision Act 1988~~

OPEN SPACE  
(i) A requirement for public open space under Section 18 Subdivision Act 1988 has / ~~has not~~ been made  
(ii) ~~The requirement has been satisfied.~~  
(iii) ~~The requirement is to be satisfied in Stage~~  
Council delegate  
Council seal  
Date 18 / 5 / 06

~~Re-certified under section 11(7) of the Subdivision Act 1988.~~

Council delegate  
Council seal  
Date / /

**Notations**

Depth Limitations DOES NOT APPLY	Staging This <del>is</del> is not a staged subdivision Planning permit No
----------------------------------	--

**LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR OWNERS CORPORATION DETAILS SEE OWNERS CORPORATION SEARCH REPORT**

Boundaries shown by thick continuous lines are defined by buildings.

Location of boundaries defined by buildings:  
Exterior face: All boundaries

Survey This plan is / ~~is not~~ based on survey (To be completed where applicable)  
This survey has been connected to permanent marks no(s) in Proclaimed Survey Area no

**Easement Information**

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 applies to all lots on this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / in Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS 433486 E PS 433486 E	CITY OF WHITTLESEA YARRA VALLEY WATER

LR use only

Statement of compliance/  
Exemption Statement

Received

Date: 23 / 5 / 07

LR use only

PLAN REGISTERED  
TIME 11:19 AM  
DATE 30 / 5 / 07

*[Signature]*  
Assistant Registrar of Titles.

Sheet 1 of 2 Sheets

**NEIL A WEBSTER & ASSOCIATES**  
662 MAIN ROAD ELTHAM 3095  
PHONE (03) 9439 4222 FAX (03) 9439 5288

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

SIGNATURE \_\_\_\_\_ DATE 25 / 11 / 2005

REF. 11373 VERSION 01

DATE 18 / 5 / 07

COUNCIL DELEGATE SIGNATURE

Original sheet size A3





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS544923P**

The land in PS544923P is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Lots 1 - 3.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

16 OAKBANK BOULEVARD WHITTLESEA VIC 3757

PS544923P 30/05/2007

### 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:

1. PS544923P 30/05/2007

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1	50	50
Lot 2	50	50
Lot 3	50	50
<b>Total</b>	<b>150.00</b>	<b>150.00</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.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS544923P

Statement End.

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X161081Q  
171100 1328 173

**APPLICATION BY RESPONSIBLE AUTHORITY  
FOR THE MAKING OF A RECORDING OF AN  
AGREEMENT SECTION 181(1) PLANNING AND  
ENVIRONMENT ACT 1987**



Lodged at the LAND TITLES OFFICE by:

NAME: ASAD  
PHONE: 9467.2722  
ADDRESS: 4 Bakka Place Bundaberg  
REF: WM  
CUSTOMER CODE: 31553

The Whittlesea City Council having made an Agreement requires a recording to be made in the Register for the Land.

LAND:

Certificate of Title Volume 10488 Folio 290

NOW = WH C/T 10554-836 to 868 (bi)

AUTHORITY OR COUNCIL:

Whittlesea City Council Ferres Boulevard South Morang 3752

SECTION AND ACT UNDER WHICH AGREEMENT MADE:

Section 173 Planning and Environment Act 1987

AMENDED  
14 FEB 2001

With consent of  
Current Proprietor for  
App  
KAW

A copy of the Agreement is attached to this Application

DATE:

Signature for the Authority:

*David Turnbull*

Name of Officer:

DAVID TURNBULL

Office Held:

DIRECTOR PLANNING &  
DEVELOPMENT

*ASAD*

**DATED**

**2000**

**WHITTLESEA CITY COUNCIL**

- and -

**KINWEST PTY LTD**  
(ABN 43 079 723 863)

---

**Agreement Under Section 173 of the Planning and  
Environment Act 1987.**

---

Subject Land: 90 Oak Street, Whittlesea

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**DX161081Q-2-2**

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DX161081Q-4-7

## **PLANNING AND ENVIRONMENT ACT 1987**

### **SECTION 173 AGREEMENT**

**THIS AGREEMENT** is made the                      day of                      2000

**BETWEEN:**

**WHITTLESEA CITY COUNCIL**  
of Ferres Boulevard, South Morang in the State of Victoria

("Council")

- and -

**KINWEST PTY LTD (ABN 43 079 723 863)**  
of 287 Maroondah Highway, Ringwood in the State of Victoria

("the Owner")

#### **INTRODUCTION**

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. On 7 September 1999 Council issued Planning Permit No. 705208 Amended ("the Planning Permit") allowing the Subject Land to be subdivided into 124 residential lots in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
  - (a) to give effect to the requirements of the Planning Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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**IT IS AGREED:****1. DEFINITIONS**

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

- 1.1 “**the Act**” means the *Planning and Environment Act 1987*.
- 1.2 “**this Agreement**” means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 “**lot**” means a lot created by the subdivision of the Subject Land.
- 1.4 “**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.
- 1.5 “**Planning Permit**” means the Planning Permit referred to in recital C of this Agreement.
- 1.6 “**Planning Scheme**” means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.7 “**Subject Land**” means the land situated at 90 Oak Street, Whittlesea, being the land referred to in Certificate of Title Volume 9234 Folio 217 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.
- 1.8 “**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.

**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 word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not

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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

#### 3.1 Owner to construct and maintain fences

The Owner must construct and maintain, to Council's satisfaction, fences on the boundary between the reserve created by the subdivision of the Subject Land, and any lot abutting the reserve. The ongoing maintenance of the fences will be the responsibility of the owners of the abutting lots.

### 4. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

#### 4.1 Notice and Registration



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the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

#### 4.2 Further Actions

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

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.

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5. **AGREEMENT UNDER SECTION 173 OF THE ACT**

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

6. **OWNER'S WARRANTIES**

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

7. **SUCCESSORS IN TITLE**

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

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

8. **GENERAL MATTERS**

8.1 **Notices**

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 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
- 8.1.3 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.

8.2 A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested transmission before the end of that business day.

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### 8.3 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.

### 8.4 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.

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

## 9. COMMENCEMENT OF AGREEMENT

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

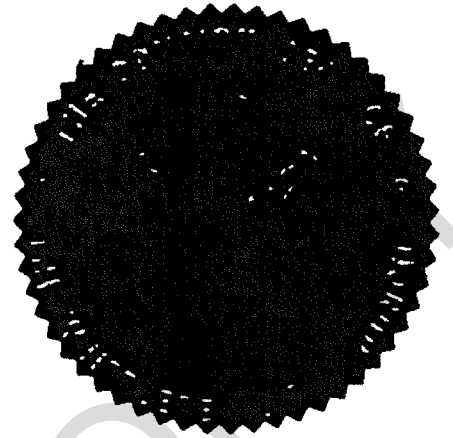
**X161081Q**

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EXECUTED by the parties on the date set out at the commencement of this Agreement.

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



*[Signature]*  
..... Chief Executive Officer

THE COMMON SEAL of KINWEST )  
PTY LTD was hereunto affixed in )  
accordance with its Articles of Association )  
in the presence of: )



*[Signature]*  
..... Director

*[Signature]*  
..... Director/Secretary

**Mortgagee's Consent**

Suncorp-Metway Ltd as Mortgagee 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.

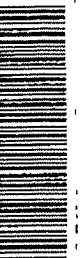


Signed by Graeme George Ferguson  
Who certifies that he is a Level I and II Attorney pursuant  
to a power of Attorney dated 15th day of November  
1991 a Certified copy of which is lodged in the Permanent  
Order Book No. 277 at Page 4 in the presence of:

) SUNCORP-METWAY Ltd.  
) A.C.N. 010 831 722  
) by its duly constituted  
) Attorney  
)

*[Signature]*  
.....

**X161081Q**  
171100 1328 173





PERMIT NUMBER:705208 (Amended)



A

City of Whittlesea

**PLANNING PERMIT**

WHITTLESEA PLANNING SCHEME

**ADDRESS OF THE LAND:**

LOT 3 LP 120514 (No. 90) BLACK FLAT ROAD, WHITTLESEA

**THE PERMIT ALLOWS:**

MULTI LOT RESIDENTIAL SUBDIVISION IN ACCORDANCE WITH THE ENDORSED PLAN

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

1. Before the plans of subdivision can be certified, three copies of amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and be generally in accordance with the plans submitted with the application but modified to show:
  - (a) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements.
  - (b) Provision of a 16m road reservation width for Road 'C' and 'G' in accordance with the requirements of the approved Outline Development Plan for the land.
  - (c) Provision of satisfactory turnaround/ turning area at the court ends of Road 'B', 'C', 'D' and 'G'.
  - (d) A minor realignment of the western end of the collector road to link with adjoining property to the east to the satisfaction of the Responsible Authority.

Date issued: 18 AUGUST 1999

Signature for the Responsible Authority:

**X161081Q**

171100 1328 173

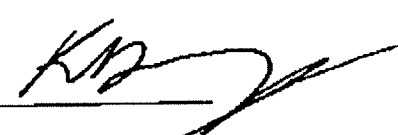




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- (e) Deletion of proposed lot 123.
2. (i) Prior to the certification of any subdivision plans, three copies of a Building Envelope Plan must be submitted to, and approved by, the Responsible Authority. The plan shall include all lots between 300m<sup>2</sup> - 450m<sup>2</sup> and generally accord with the requirements of the *Victorian Code for Residential Development* to the satisfaction of the Responsible Authority.
- (ii) The Building Envelope Plan must include plans and a written statement to address each of the objectives and performance measures of elements E2, E3, E4 (PM 1-7) and E8 of the *Victorian Code for Residential Development* to the satisfaction of the Responsible Authority.
- (iii) The Building Envelope Plan must specify measures to ensure that there are consistent objectives and complementary architectural treatments for agreed groups of lots to the satisfaction of the Responsible Authority.
3. A Building Envelope Plan must form part of the Section 32 statement issued for all allotments between 300m<sup>2</sup> - 450m<sup>2</sup>.
4. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
5. Where the subdivision is to be developed in stages, a satisfactory sequential staging plan must be submitted to and approved by the Responsible Authority. The subdivision must proceed in the order of stages as shown on the endorsed plans unless otherwise agreed to by the Responsible Authority.
6. The permit holder must ensure that a copy of this permit is attached to any Section 32 Statement relating to any lots within this subdivision.
7. Reticulated water, sewerage and electricity must be available to each lot shown on the endorsed plans before any lot can be used for houses.
8. Provision shall be made for the connection of the existing dwelling on the land to the reticulated sewerage system as part of this approval.
9. A landscape masterplan for the entire subdivision (including the north side of Black Flat Road, Oak Street and Forrest Street) must be prepared and approved by the Responsible Authority prior to the approval of construction plans (engineering plans). The landscape masterplan must show:
- (i) the landscaping theme to be developed for the subdivision;

Date issued: 18 AUGUST 1999

Signature for the  
Responsible Authority: X161081Q  
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- (ii) the type of species to be used for street tree planting in various stages of the subdivision;
- (iii) entrance and medium strip treatment for the collector road north of the Black Flat Road/ Oak Street intersection; and
- (iv) fencing details associated with the large lot to contain the existing dwelling.
10. Detailed streetscape plan(s) for all streets in the subdivision (including the north side of Black Flat Road, Oak Street and Forrest Street) or stage(s) of the subdivision, must be prepared and approved by the Responsible Authority prior to the approval of construction plans (engineering plans). The streetscape plan(s) must show:
- (i) the street reserve width together with typical cross sections;
- (ii) location and material type of carriageway pavement, parking bays, kerbs, footpaths, cycle paths, vehicle entrances and traffic control devices;
- (iii) on street car parking provided at a rate of 1 space per allotment (including appropriate means of delineating spaces on roads);
- (iv) location and species of proposed trees (based on planting of advanced trees) and other landscaping;
- (v) location of existing vegetation to be retained and proposed treatment to ensure their health;
- (vi) any relevant details for the design and location of street furniture - lighting, seats, bus stops, telephone boxes, mail boxes etc.; and
- (vii) a landscape treatment for the collector road in accordance with the approved *Residential Precinct 1 - Part 2 Outline Development Plan (Black Flat Road)*.
11. Prior to the issue of a Statement of Compliance, roadworks and drainage shall be provided in accordance with construction plans (engineering plans) and specifications to be approved by the Responsible Authority. The plans will not be approved until a landscape masterplan, detailed streetscape plan and individual landscape plans (if applicable) have been prepared and approved and the location of services determined to the satisfaction of the Responsible Authority. The construction plans submitted must be consistent with the approved landscape masterplan, streetscape plan and individual landscape plans and shall include:-

Date issued: 18 AUGUST 1999

Signature for the  
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- (i) full construction of streets and full underground drainage;
  - (ii) the provision of all services and conduits (underground);
  - (iii) traffic control measures as approved by the Responsible Authority;
  - (iv) the erection of street name plates to Council's standard design;
  - (v) the paving of footpaths and cycle paths;
  - (vi) the construction of underground easement drains of sufficient capacity to serve all allotments being created to a legal point of discharge and the provision of an inlet on each such allotment;
  - (vii) the planting of advanced street trees in accordance with the Streetscape Plan(s) and erection of treeguards to appropriately protect these trees;
  - (viii) appropriate mechanisms for protecting environmental assets during the construction phase of the subdivision in accordance with Council requirements.
12. No vegetation shall be destroyed, felled, lopped, ringbarked or uprooted during construction of the subdivision, except for that vegetation requiring removal to accommodate a road, without the prior written consent of the Responsible Authority.
13. In lieu of the provision of land for public open space, the developer or permit holder must pay the Council a sum equivalent to 8% of the unencumbered land value of the subdivision in accordance with the approved *Residential Precinct 1 - Part 2 Outline Development Plan (Black Flat Road)*. This payment must be made prior to the issue of a Statement of Compliance for each stage.
14. The developer must notify Council's Parks and Gardens Department a minimum of seven days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.
15. Street tree planting, landscaping and other works shown on the endorsed streetscape plan, construction plan and landscape plan must be completed to the satisfaction of Council prior to the issue of a Statement of Compliance. The timing for completion of these works may only be altered with the written agreement of Council.
16. (i) Prior to commencement of works hereby permitted, there shall be lodged with the Council an amount equivalent to 150% of the cost of the landscape/streetscape works as security deposit for the satisfactory

Date issued: 18 AUGUST 1999

Signature for the  
Responsible Authority: **X161081Q**

171100 1328 173





DX1610810-14-4

completion and maintenance of street tree planting and landscaping works required.

- (ii) Upon completion of the street tree planting and landscaping works the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been completed to the satisfaction of the Parks and Gardens Department, Council will refund up to 50% of the security bond.
- (iii) Upon the maintenance of the street tree planting and landscaping works for a period of two full summers from the Issue of a Statement of Compliance the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been maintained to the satisfaction of the Parks and Gardens Department, Council will refund the balance of the security bond.
- (iv) In the event that the street tree planting and landscaping works are not completed or maintained to the satisfaction of Council then Council may complete and/or maintain the works and deduct the cost thereof (including supervision) from any security bond lodged pursuant to this permit.
17. A Development Contribution(s) shall be paid in accordance with the approved *Residential Precinct 1 - Part 2 Outline Development Plan (Black Flat Road)* prior to the issue of the Statement of Compliance for each stage. The total development contributions payable for this landholding is \$48,168.
18. Prior to the issue of a Statement of Compliance the areas proposed to be developed for public open space shall be embellished with the following works to the satisfaction of Council:
- (i) Removal of all existing disused structures, foundations, pipelines or stockpiles.
- (ii) Provision of sub and top soil, and hydro seeding of proposed public open space areas to provide a stable and appropriately drained surface.
- (iii) Provision of bollards.
- (iv) Provision of water tapping.
19. Before certification of the subdivision, 14 copies of a plan including two signed heavyweight plans must be submitted as part of the certification application showing all bearings, distances, street names, lot numbers, and any necessary easements.

Date issued: 18 AUGUST 1999

Signature for the  
Responsible Authority:

**X161081Q**  
171100 1328 173





20. All fences adjoining Council Reserves are to erected by the developer at no cost to Council. Prior to the issue of the Statement of Compliance, the developer must enter into an agreement pursuant to Section 173 of the Planning and Environment Act, which requires the future maintenance and repair of all fences abutting open space or tree reserves to be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).
21. No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.
22. Prior to the issue of the Statement of Compliance, the developer must provide underground street lights for all streets in the subdivision, to the satisfaction of Council and Eastern Energy.
23. All filling on the site shall be compacted to specifications approved by the Responsible Authority.
24. Except with the prior written approval from the Responsible Authority, no covenant or similar control shall be included on the title to any lot created within the subdivision, if it seeks to prohibit any use provided for in the Whittlesea Planning Scheme or place limits on the size or number of dwellings that may be erected on each lot within the subdivision.

#### Telstra Conditions

25. Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
26. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement Of Compliance being issued.
27. The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

**Note:** Following an application to Telstra for provision of cable reticulation the owner will be advised of the details of easements and/or RCM/RIM sites which will be required by Telstra.

Date issued: 18 AUGUST 1999

Signature for the  
Responsible Authority: \_\_\_\_\_

**X161081Q**  
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**Melbourne Water Conditions**

28. Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne water's drainage system.
29. Appropriate drainage works are to be constructed as part of the Black Flat Road Drainage Scheme (as shown on attached Drawing No. 6071/50/1). Such works are to include the construction of the following:
- Augmentation of existing wetland system along Bruce's Creek
  - Construction of wetland near the intersection of Forest Street and Oak Street.
30. To avoid potential impact on Aboriginal heritage sites, a pre-construction archaeological survey is required. Consultation with Aboriginal Affairs is required in the preparation of this survey.
31. All allotments to be at least 300mm above the applicable flood levels.
32. During construction measures shall be taken to ensure that no polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses. An Environmental Management Plan detailing proposed measures is to be forwarded to Melbourne Water for approval prior to any construction activities.
33. Any crossing of Tributary 5071 will require the separate approval from Melbourne Water.
34. Separate application direct to Melbourne Water must be made for any new storm water connection to Melbourne Water's drains or watercourses.
35. Appropriate easements and reserve are to be created in favour of Melbourne Water over proposed drainage assets.
36. Prior to certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

Note: The property is in the vicinity of Melbourne Water's Bruce's Creek. The applicable flood level for this property grades uniformly to RL 196.0 metres to AHD at the northern boundary down to RL 194.6 metres AHD at the southern boundary.

Date issued: 18 AUGUST 1999

Signature for the  
Responsible Authority: \_\_\_\_\_

**X161081Q**  
171100 1328 173





If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Tim Donovan on telephone 9235 2193, quoting Melbourne Water's reference 49910.

**Country Fire Authority Conditions**

- 37. Fire hydrants must be located along every road, no greater than 200 metres apart. Each property must be within 100 metres of any fire hydrant.
- 38. Fire hydrants must be clearly identified with either "L Type" Hydrant covers or hydrant marker posts as per drawing 34 of the Road Traffic Regulations Victoria.
- 39. All roads must take account of the requirements of fire brigade vehicles. The minimum width of trafficable road required is 6 metres.

**Eastern Energy Conditions**

- 40. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Eastern Energy Limited in accordance with Section 8 of that Act.
- 41. The Applicant shall:
  - (i) Enter into an agreement with Eastern Energy Limited for the supply of electricity to each lot on the endorsed plan.
  - (ii) Enter into an agreement with Eastern Energy for the rearrangement of the existing electricity supply system.
  - (iii) Enter into an agreement with Eastern Energy for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by Eastern Energy.
  - (iv) Obtain for the use of Eastern Energy Limited any other easements external to the subdivision required to service the lots.
  - (v) Adjust the position of any existing easement(s) for power lines to accord with the position of the line(s) as determined by survey.
  - (vi) Set aside on the plan of subdivision Reserves for the use of Eastern Energy for electric substations.

Date issued: 18 AUGUST 1999

Signature for the Responsible Authority:

**X161081Q**  
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DX1610810-18-7

**Yarra Valley Water Conditions**

42. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
43. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

**Notes:****Time Limit**

In accordance with the Planning and Environment Act 1987 a permit for development which requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 expires if:

- (a) the plan is not certified within two years of the issue of the permit; or  
(b) the development or any stage is not completed within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.

Before the permit expires or within three months afterwards, the owner or the occupier of the land to which it applies may ask the Responsible Authority for an extension of time. The Responsible Authority may extend the time within which the development or any stage of it is to be started or the development or any stage of it is to be completed or within which a plan under the Subdivision Act 1988 is to be certified.

**Amended Permit Note**

This permit was amended on 7 September 1999 by deleting a requirement under Condition No. 1 for amended plans to be submitted showing the deletion of all superlots.

Date issued: 18 AUGUST 1999

Signature for the  
Responsible Authority:X161081Q  
171100 1328 173

<b>Date of issue</b> 26/07/2024	<b>Assessment No.</b> 613810	<b>Certificate No.</b> 163041	<b>Your reference</b> 73648478-019-9
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Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 2 St Rafael Place WHITTLESEA 3757

**Description:** LOT: 1 PS: 544923P

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$525,000	\$280,000	\$26,250

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	\$1,229.44
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$45.68
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	\$0.00
Interest to 26/07/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<i>Balance of rates &amp; charges due:</i>	<b>\$1,627.02</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$1,627.02</b>
--	-------------------

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

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

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



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 613810



Phone 1300 301 185  
Ref 613810



Bill Code 5157  
Ref 613810



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

24th July 2024

John DAprano C/- LANDATA  
LANDATA

Dear John DAprano C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	2 ST RAFAEL PLACE WHITTLESEA 3757
<b>Applicant</b>	John DAprano C/- LANDATA LANDATA
<b>Information Statement</b>	30869755
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	carattolichurchill2StRafael

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
- Build Over Easement

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	2 ST RAFAEL PLACE WHITTLESEA 3757
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

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

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

### Melbourne Water Property Information Statement

Property Address	2 ST RAFAEL PLACE WHITTLESEA 3757
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STATEMENT UNDER SECTION 158 WATER ACT 1989

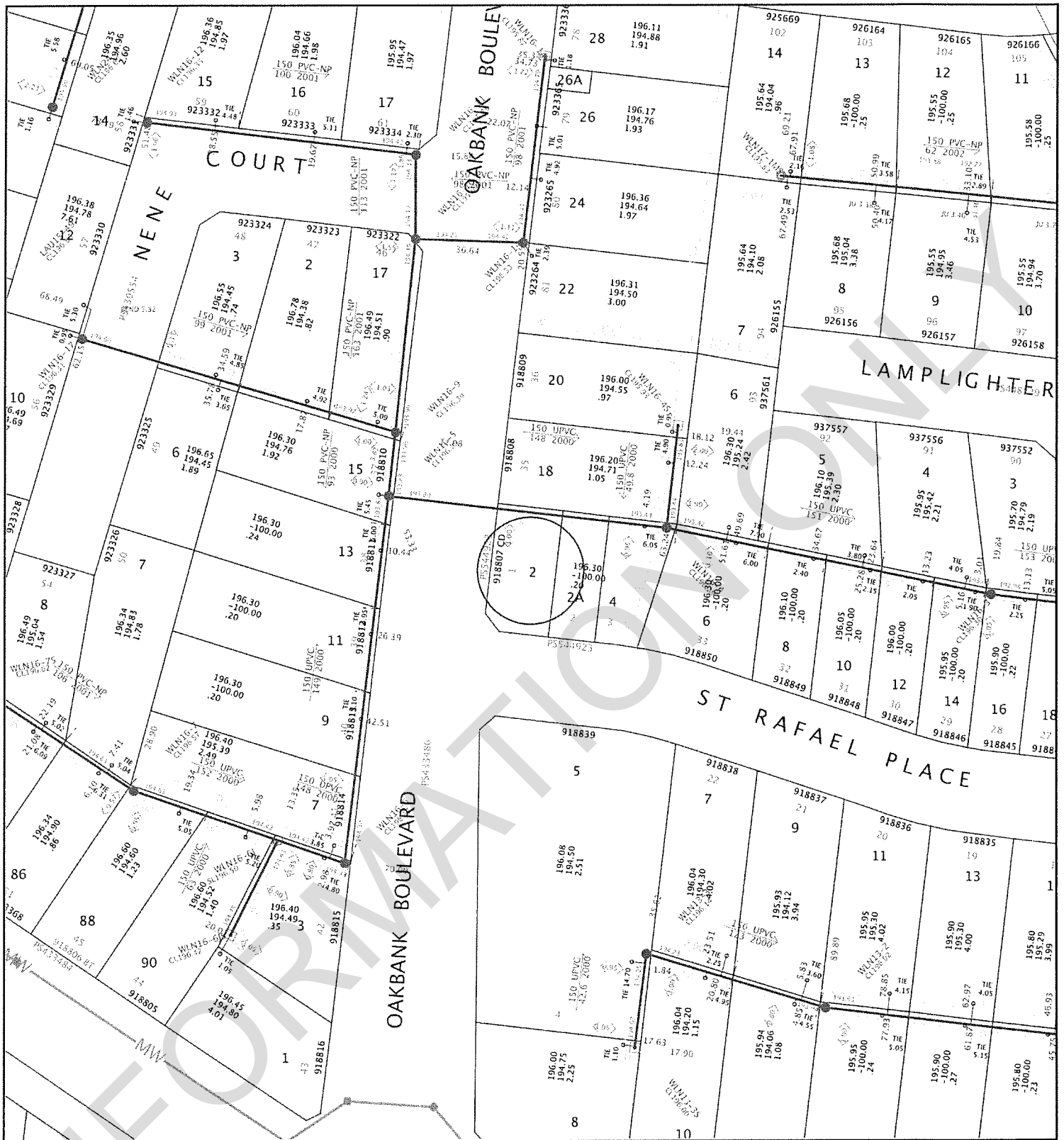
#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30869755**

<b>Address</b>	2 ST RAFAEL PLACE WHITTLESEA 3757
<b>Date</b>	24/07/2024
<b>Scale</b>	1:1000

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

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

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

John DAprano C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

Account No: 5922844959  
Rate Certificate No: 30869755

Date of Issue: 24/07/2024  
Your Ref: carattolichurchill2StRafael

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
2 ST RAFAEL PL, WHITTLESEA VIC 3757	1\PS544923	1648709	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge Step 1 – 24.640000kL x \$3.34380000 = \$82.39 Step 2 – 24.640000kL x \$4.38730000 = \$108.10 Step 3 – 2.720000kL x \$5.09730000 = \$13.86 Estimated Average Daily Usage \$3.65	13-03-2024 to 08-05-2024	\$204.35	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$16.89	\$16.89
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$179.23

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

Property Address	Lot & Plan	Property Number	Property Type
4 ST RAFAEL PL, WHITTLESEA VIC 3757	3\PS544923	1584634	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge Step 1 – 36.520000kL x \$3.34380000 = \$122.12 Step 2 – 12.480000kL x \$4.38730000 = \$54.75	15-02-2024 to 08-05-2024	\$176.87	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$16.89	\$16.89
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$179.23

# Property Clearance Certificate

## Land Tax



JOHN DAPRANO

Your Reference: LD:73648478-014-4.CARATTC

Certificate No: 79159755

Issue Date: 24 JUL 2024

Enquiries: ESYSPROD

Land Address: 2 ST RAFAEL PLACE WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
34862444	1	544923	11010	674	\$975.00

Vendor: CHURCHILL PROPERTY GROOUP PTY LTD

Purchaser: STIRLING SMITH

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CHURCHILL PROPERTY GROUP PTY L	2024	\$260,000	\$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	Proportional Tax	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:	\$500,000
SITE VALUE:	\$260,000
<b>CURRENT LAND TAX CHARGE:</b>	<b>\$975.00</b>

# Notes to Certificate - Land Tax

Certificate No: 79159755

## 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" 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 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 = \$260,000

Calculated as \$975 plus ( \$260,000 - \$100,000) multiplied by 0.000 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 79159755

### 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: 79159755

### 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



JOHN DAPRANO

Your Reference: LD:73648478-014-4.carattolichu  
Certificate No: 79159755  
Issue Date: 24 JUL 2024  
Enquires: ESYSPROD

Land Address: 2 ST RAFAEL PLACE WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
34862444	1	544923	11010	674	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$500,000
SITE VALUE:	\$260,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79159755

## 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



JOHN DAPRANO

Your LD:73648478-014-4.

Reference: CARATTOLICHU

Certificate No: 79159755

Issue Date: 24 JUL 2024

Land Address: 2 ST RAFAEL PLACE WHITTLESEA VIC 3757

Lot	Plan	Volume	Folio
1	544923	11010	674

Vendor: CHURCHILL PROPERTY GROOUP PTY LTD

Purchaser: STIRLING SMITH

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

Paul Broderick  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 79159755

## 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

**BPAY**



Billers Code: 416073  
Ref: 79159752

**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: 79159752

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

**Important payment information**

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1052343

APPLICANT'S NAME & ADDRESS

JOHN DAPRANO C/- LANDATA  
MELBOURNE

VENDOR

CHURCHILL PROPERTY GROOUP PTY  
LTD

PURCHASER

SMITH, STIRLING

REFERENCE

carattolichurchill2StRafael

This certificate is issued for:

LOT 1 PLAN PS544923 ALSO KNOWN AS 2 ST RAFAEL PLACE WHITTLESEA  
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 PLAN OVERLAY - SCHEDULE 1
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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/>

24 July 2024

Sonya Kilkenny  
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.

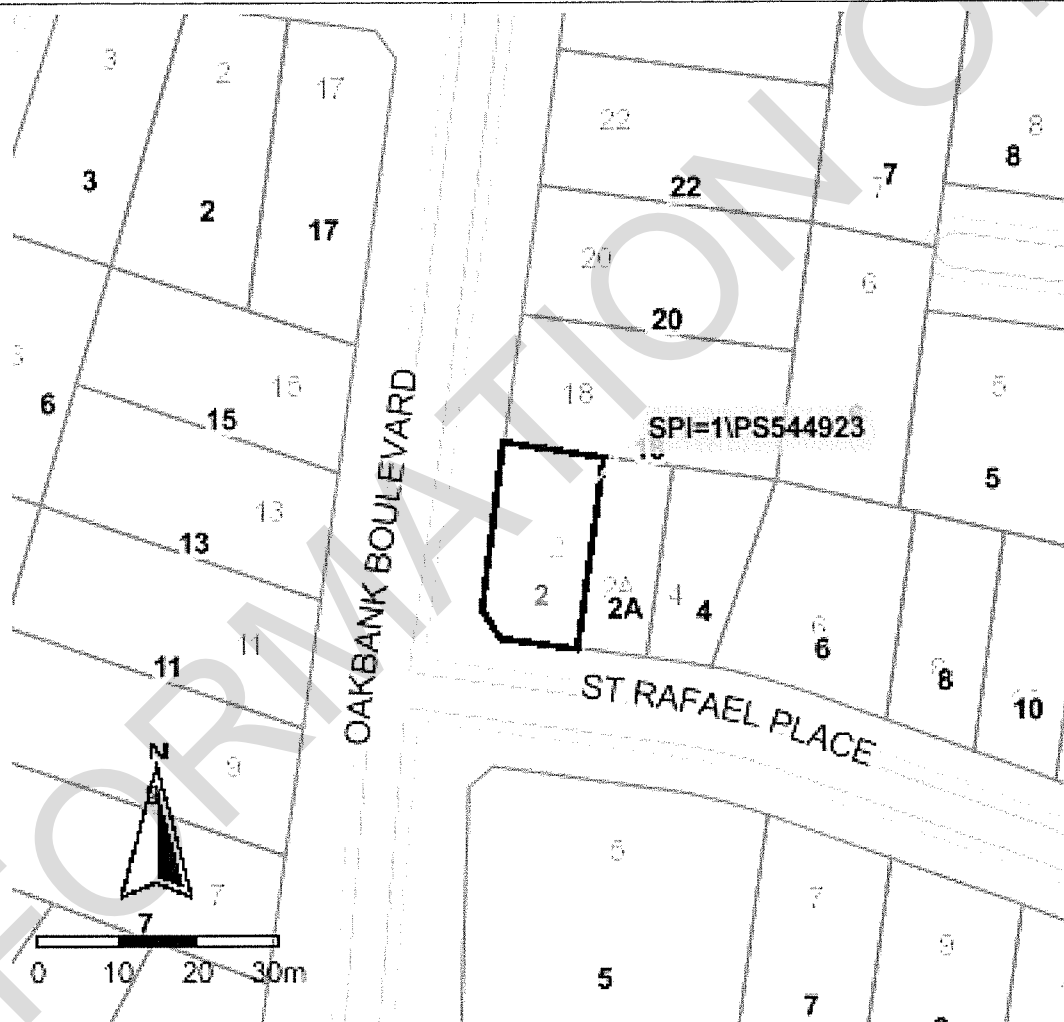
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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.



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 July 2024 05:11 PM

## PROPERTY DETAILS

Address: **2 ST RAFAEL PLACE WHITTLESEA 3757**  
Lot and Plan Number: **Lot 1 PS544923**  
Standard Parcel Identifier (SPI): **1\PS544923**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **613810**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 246 G7**

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

## OTHER

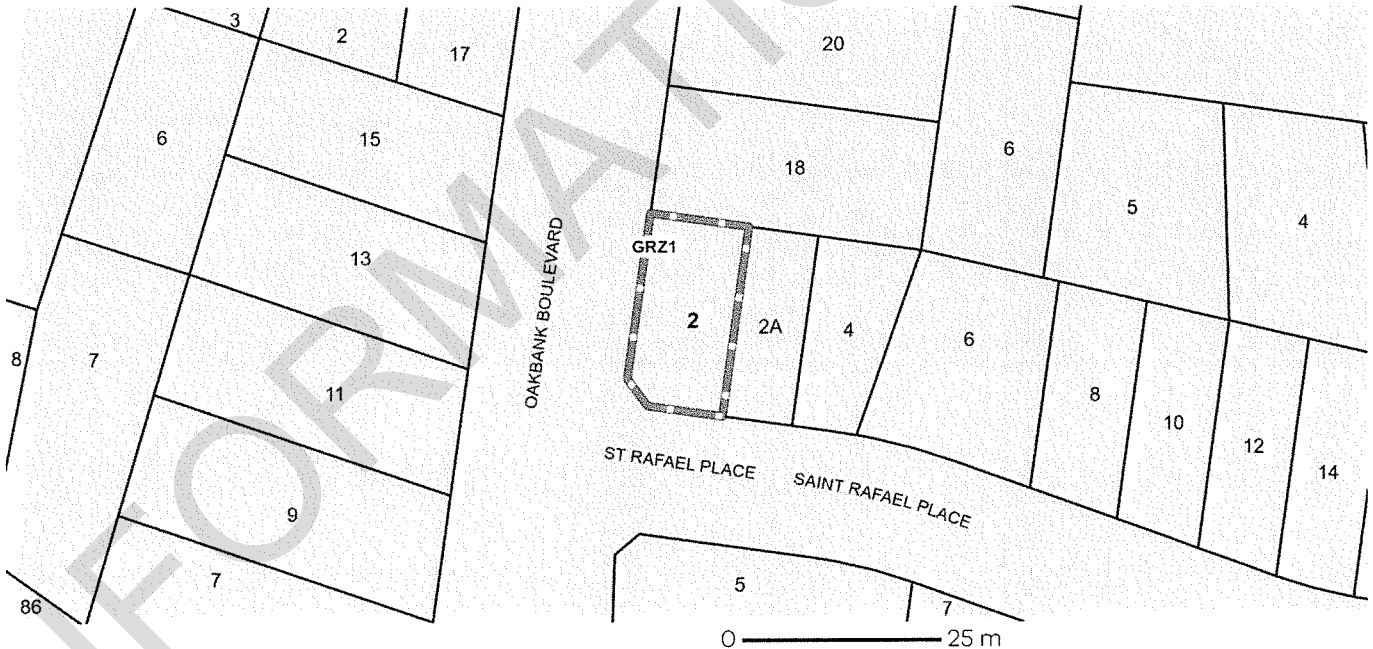
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



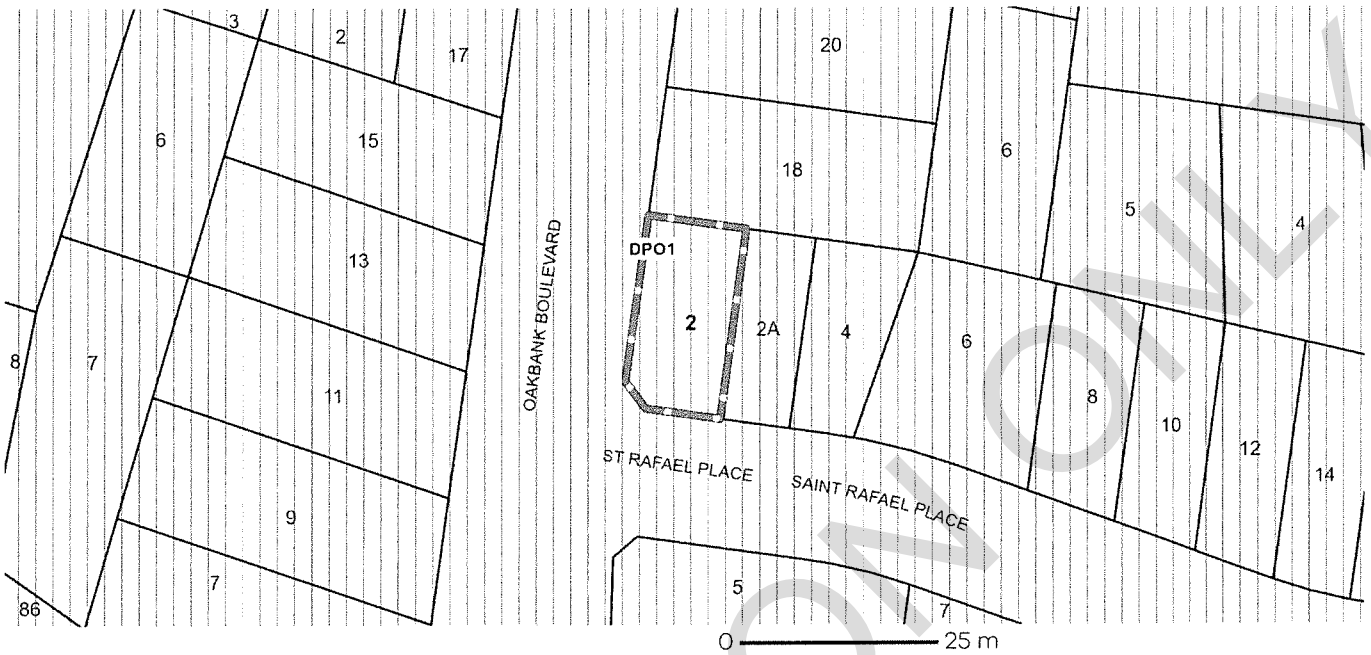
**GRZ - General Residential**

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

## Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



DPO - Development Plan Overlay

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

## Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

John DAprano  
728 Sydney Road  
BRUNSWICK 3056

Client Reference: carattolichurchill2StRafael

NO PROPOSALS. As at the 24th July 2024, 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®.

2 ST RAFAEL PLACE, WHITTLESEA 3757  
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: 24th July 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73648478 - 73648478170638  
'carattolichurchill2StRafael'