

# Contract of Sale

Property:

**Unit 210, 24 Oleander Drive, Mill Park VIC 3082**



**JLE Conveyancing Pty Ltd**  
3/5 DEVONSHIRE ROAD  
SUNSHINE VIC 3020  
Tel: 03 9363 2075  
Ref: JL:11111

## 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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# Contract of Sale

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2024

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

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

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

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2024

**Print names(s) of person(s) signing:**    **JOSEPH GEORGE BRADY and LYNETTE ROBYN BRADY** .....

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

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

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# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Rata & Co Mill Park/South Morang  
Address: 3/24 Oleander Drive, Mill Park VIC 3082  
Email: sold@rataandco.com.au  
Tel: 03 9436 6888 Mob: Fax: Ref: Rose Mickoska

## Vendor

Name: JOSEPH GEORGE BRADY and LYNETTE ROBYN BRADY  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd  
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020  
Email: info@jleconveyancing.com.au  
Tel: 03 9363 2075 Mob: Fax: Ref: 11111

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11938 Folio 440	204A	PS 721311M

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 210, 24 Oleander Drive, Mill Park VIC 3082

**Goods sold with the land** (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

**Exclusion lists : N/A**

**Payment**

Price \$ \_\_\_\_\_

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

Balance \$ \_\_\_\_\_ payable at settlement

**GST** (general condition 19)

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

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

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

**is due on**

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

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

**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.

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

- a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on ..... / ..... /20.....
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20): NOT APPLICABLE AT AUCTION

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

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

## Building report - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

## Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

## Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

### Special condition 1 – Payment

General condition 14 is replaced with the following:

#### 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 purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 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.
- 14.10 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.

### Special condition 2 – Acceptance of title

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.

### Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or

- (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.



#### **Special condition 4 – Electronic conveyancing**

5.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 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*.

5.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

5.8 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.

5.9 The vendor must before settlement:

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



#### **Special condition 5 – Condition of the Property**

6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

6.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

6.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

**Special condition 6 – Deposit**

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

**Special condition 7 – Loan**

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

**Special condition 8 - Plan of Subdivision**

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

**Special condition 9 - Nomination**

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.

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

**Special condition 10 – Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

**Special condition 11 - Owners Corporate Certificate to be provided**

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

# 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## Money

### 14. DEPOSIT

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

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

19.7 In this general condition:

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

## 20. LOAN

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

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 7 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 7 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:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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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:

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

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

---

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
- 

INFORMATION ONLY

**GUARANTEE and INDEMNITY**

I/We, ..... of  
.....

and..... of  
.....

being the **Sole Director / Directors** of ..... of  
..... (called the "Guarantors") IN

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

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

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

this ..... day of ..... 2024

SIGNED by the said )

)

Print Name: )

)

.....

.....  
Director (Sign)

in the presence of: )

)

Witness: )

)

.....

# Vendor Statement

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

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

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

<b>Land</b>	UNIT 210, 24 OLEANDER DRIVE, MILL PARK VIC 3082
-------------	---

Vendor's name	JOSEPH GEORGE BRADY	Date	/ /
Vendor's signature	_____		
Vendor's name	LYNETTE ROBYN BRADY	Date	/ /
Vendor's signature	_____		

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

# 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$5,000.00

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

Not Applicable

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

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

## 3.4 Planning Scheme

Attached is a certificate with the required specified information.

**4. NOTICES**

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

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

Not Applicable

**4.2 Agricultural Chemicals**

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

NIL

**4.3 Compulsory Acquisition**

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

NIL

**5. BUILDING PERMITS**

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

Not Applicable

**6. OWNERS CORPORATION**

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

Not Applicable

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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

Not Applicable

**8. SERVICES**

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

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

**9. TITLE**

Attached are copies of the following documents:

- 9.1  (a) Registered Title

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable

**10.2 Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

*Subdivision Act 1988.*

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

---

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 2

VOLUME 11938 FOLIO 440

Security no : 124112898923H  
Produced 23/02/2024 11:24 AM

**LAND DESCRIPTION**

Lot 204A on Plan of Subdivision 721311M.  
PARENT TITLE Volume 11898 Folio 122  
Created by instrument PS721311M Stage 6 07/12/2017

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
JOSEPH GEORGE BRADY  
LYNETTE ROBYN BRADY both of UNIT 210 24 OLEANDER DRIVE MILL PARK VIC 3082  
AW785721S 02/05/2023

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW785722Q 02/05/2023  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS721311M 06/03/2014

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.

**DIAGRAM LOCATION**

SEE PS721311M 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: UNIT 24 OLEANDER DRIVE MILL PARK VIC 3082

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 02/05/2023

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS721311M

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

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OWNERS CORPORATION 3 PLAN NO. PS721311M

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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Document Identification	<b>PS721311M</b>
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Document Assembled	<b>23/02/2024 11:24</b>

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PLAN OF SUBDIVISION			EDITION 12	PS 721311M
<b>LOCATION OF LAND</b>  PARISH: MORANG TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 1 (PART), 2 (PART) TITLE REFERENCE: Vol. 11331 Fol. 992  LAST PLAN REF: PS 721311M (STAGE 9) POSTAL ADDRESS : 30 OLEANDER DRIVE (at time of subdivision) MILL PARK 3082  MGA 94 CO-ORDINATES: E 330 530 ZONE 55 (of approx centre of land in plan) N 5 830 960 GDA 94			COUNCIL NAME: CITY OF WHITTLESEA	
VESTING OF ROADS OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		SEE NOTATIONS SHEET 2	
Reserve 1	Whittlesea City Council			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: THIS PLAN IS BASED ON SURVEY  STAGING: THIS IS A STAGED SUBDIVISION PLANNING PERMIT NO: 715564  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS: IN PROCLAIMED SURVEY AREA NUMBER:  <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">                     ----- INDICATES EXTENT OF EASEMENT                      ////////////// INDICATES LOCATION OF STRUCTURE                      \\\\\\\\\\\\\\\\\ INDICATES LOCATION OF STRUCTURE                 </div>				
EASEMENT INFORMATION				
LEGEND: A – APPURTENANT EASEMENT E – ENCUMBERING EASEMENT R – ENCUMBERING EASEMENT (ROAD)				
EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
A-1	CARRIAGEWAY	10.80	INST. No. AL948259C	LOT S2 IN PS 721311M
<b>CRA SURVEY PTY LTD</b> LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS  7A/346 Belmore Road office@craurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933		REF: 4989PS6_Stage 6    VERSION: 8 (8.11.17)  MARK SEAN HOWLEY		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 32  THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN

PS 721311M

NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

EXTERIOR FACE: BOUNDARIES MARKED E

MEDIAN: BOUNDARIES MARKED M

INTERIOR FACE: ALL OTHER BOUNDARIES AND BOUNDARIES MARKED I

DIMENSIONS SHOWN THUS \*12.01 ARE MEASURED TO THE EXPOSED FACE

AS TO THE BUILDING CONTAINING LOTS G17C, G18 TO G20, G21A, 101 TO 118, 201 TO 218, 301 TO 312 & 1S TO 3S (ALL INCLUSIVE) SHOWN IN DIAGRAMS 1, 1B, 1C, 2A, 3A & 4A:

COMMON PROPERTY No.2 IS ALL THE LAND IN THE DIAGRAMS EXCEPT THE LOTS AND COMMON PROPERTY No.1

COMMON PROPERTY No.2 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES UNLESS SHOWN OTHERWISE.

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 2 THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

AS TO THE BUILDING CONTAINING LOTS G63 TO G66, 101A TO 113A, 201A TO 213A & 301A TO 313A (ALL INCLUSIVE) SHOWN IN DIAGRAMS 1G, 1H, 1J, 2D, 3B & 4B:

COMMON PROPERTY No.3 IS ALL THE LAND IN THE DIAGRAMS EXCEPT THE LOTS AND COMMON PROPERTY No.1

COMMON PROPERTY No.3 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES UNLESS SHOWN OTHERWISE.

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 3 THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

AS TO THE BUILDING CONTAINING LOTS G67 TO G70 (ALL INCLUSIVE) SHOWN IN DIAGRAMS 1 & 2 (Sheets 29 & 30)

COMMON PROPERTY No.4 IS ALL THE LAND IN THE DIAGRAMS EXCEPT THE LOTS AND COMMON PROPERTY No.1

COMMON PROPERTY No.4 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES UNLESS SHOWN OTHERWISE.

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 4 THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE THE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES.



CRA SURVEY PTY LTD

LAND SURVEYORS TOWN PLANNERS  
DEVELOPMENT CONSULTANTS

7A/346 Belmore Road office@crrsurvey.com.au  
Balwyn Vic 3103 Tel: 03 9890 0933

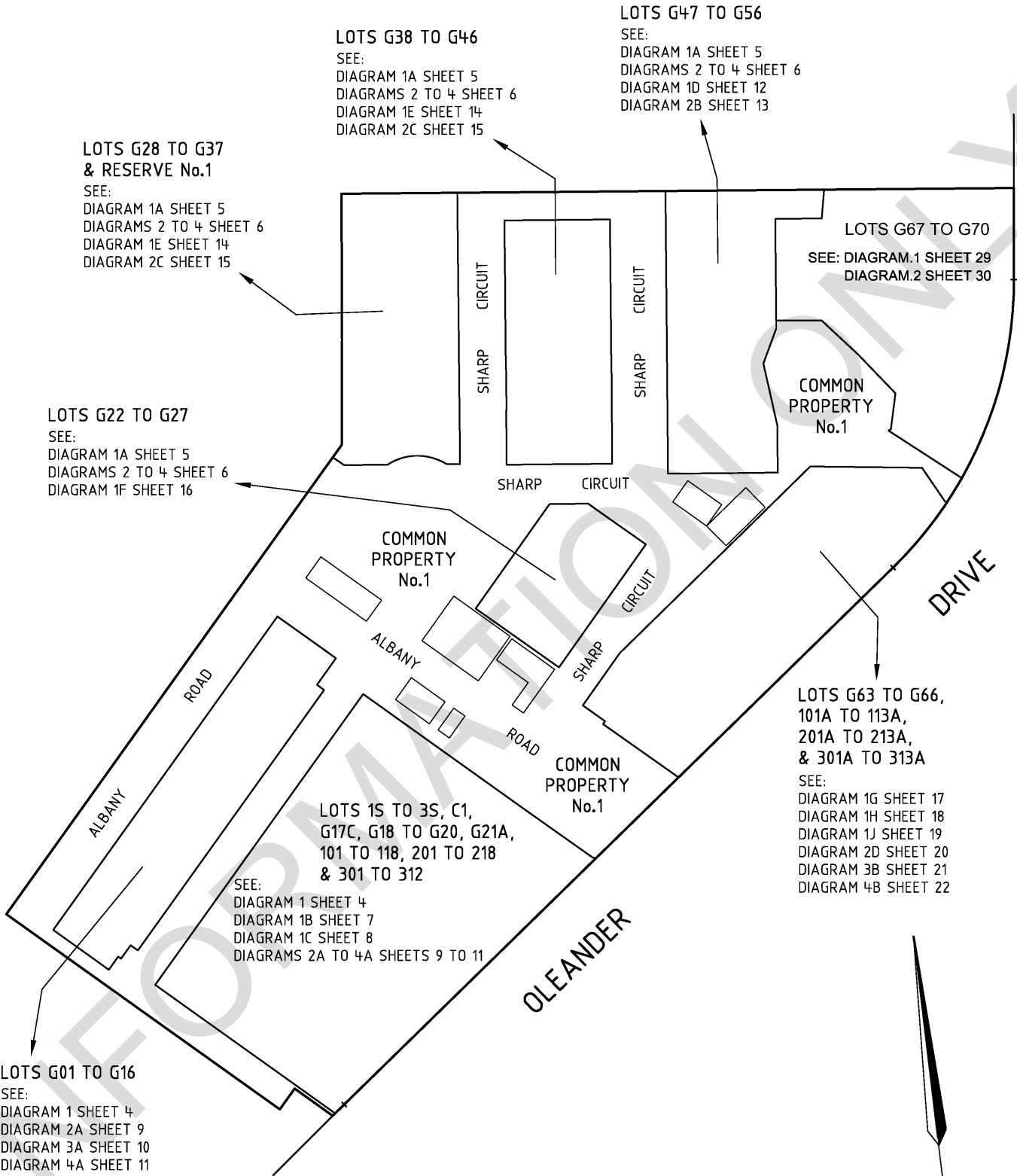
ORIGINAL SHEET  
SIZE: A3

SHEET 2

MARK SEAN HOWLEY

REF: 4989PS6\_Stage 6 VERSION: 8 (8.11.17)

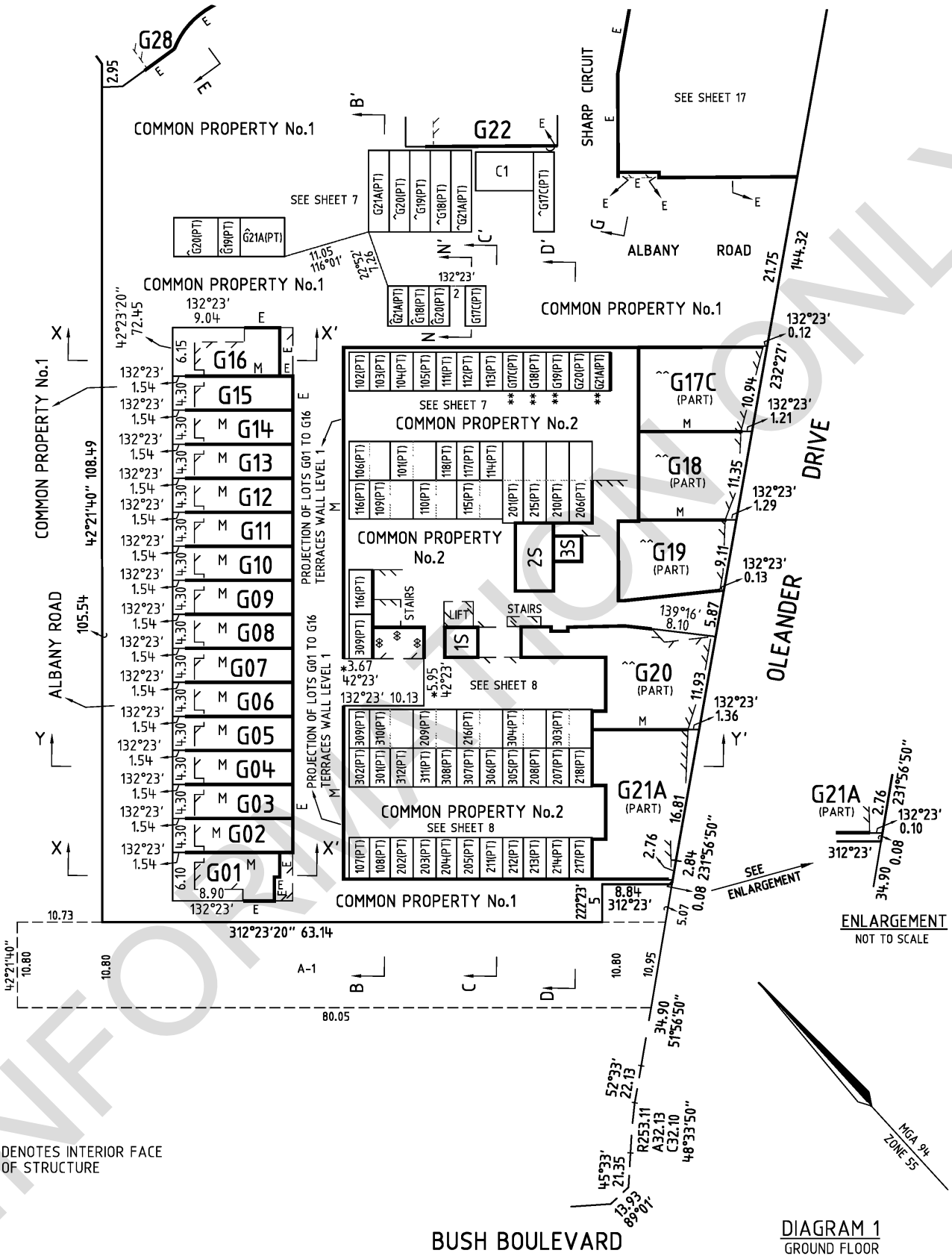
PS 721311M



KEY PLAN

PS 721311M

SEE SHEET 5



⊗ DENOTES INTERIOR FACE OF STRUCTURE

DIAGRAM 1  
GROUND FLOOR

**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@crsurvey.com.au  
 Balwyn Vic 3103 Tel: 03 9890 0933

SCALE  
1 : 500

5 0 5 10 15 20  
LENGTHS ARE IN METRES

MARK SEAN HOWLEY

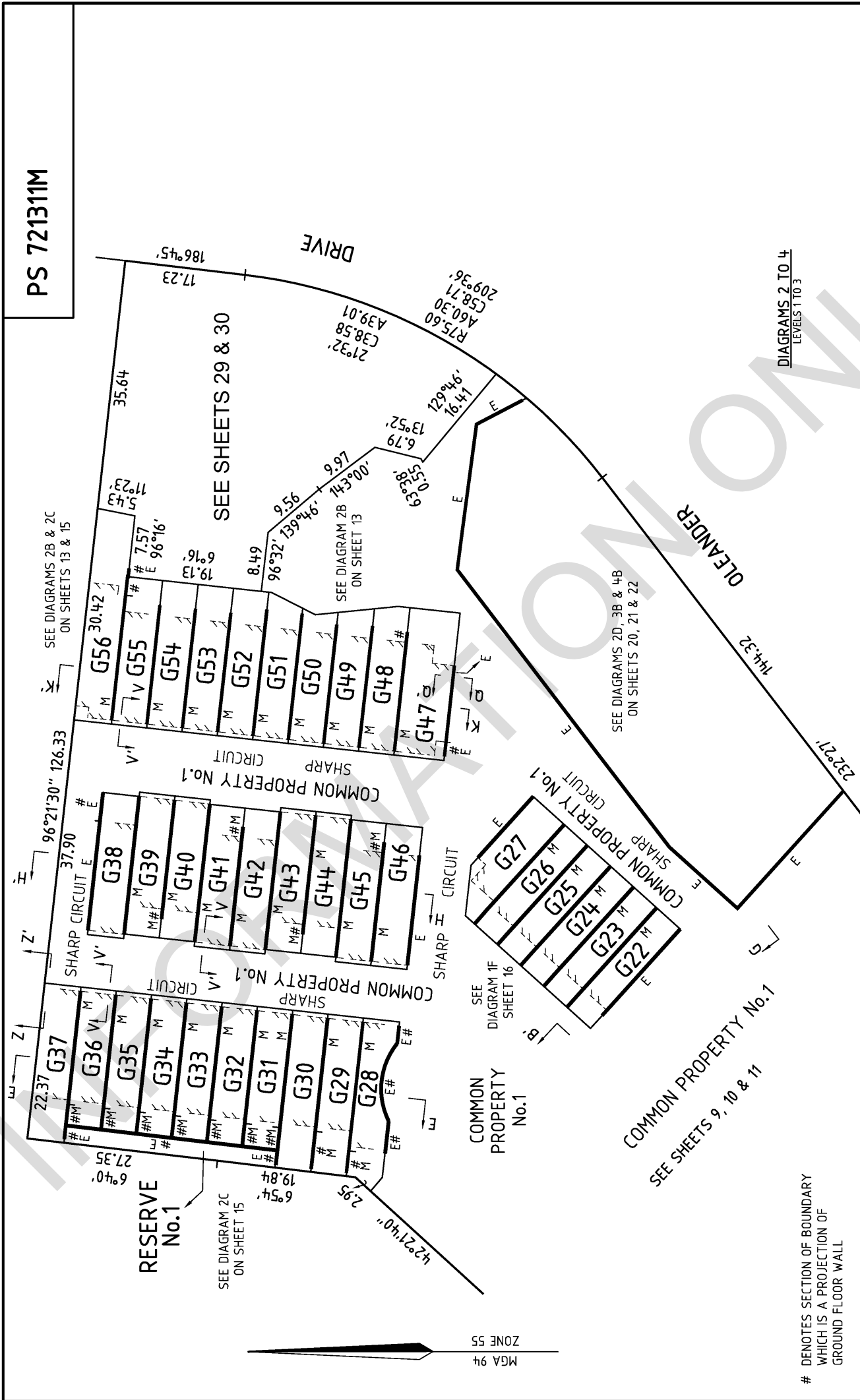
REF: 4989PS6\_Stage 6 VERSION: 8 (8.11.17)

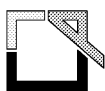
ORIGINAL SHEET  
SIZE: A3

SHEET 4



PS 721311M



 <p><b>CRA SURVEY PTY LTD</b>                  LAND SURVEYORS TOWN PLANNERS                  DEVELOPMENT CONSULTANTS                  7A/346 Belmore Road office@crsurvey.com.au                  Balwyn Vic 3103                  Tel: 03 9890 0933</p>	REF: 4989PS6_Stage 6	VERSION: 8 (8.11.17)	SCALE 1 : 500	ORIGINAL SHEET SIZE: A3	SHEET 6
	MARK SEAN HOWLEY		DIAGRAMS 2 TO 4 LEVELS 1 TO 3		

# DENOTES SECTION OF BOUNDARY WHICH IS A PROJECTION OF GROUND FLOOR WALL

PS 721311M

MGA 94  
ZONE 55

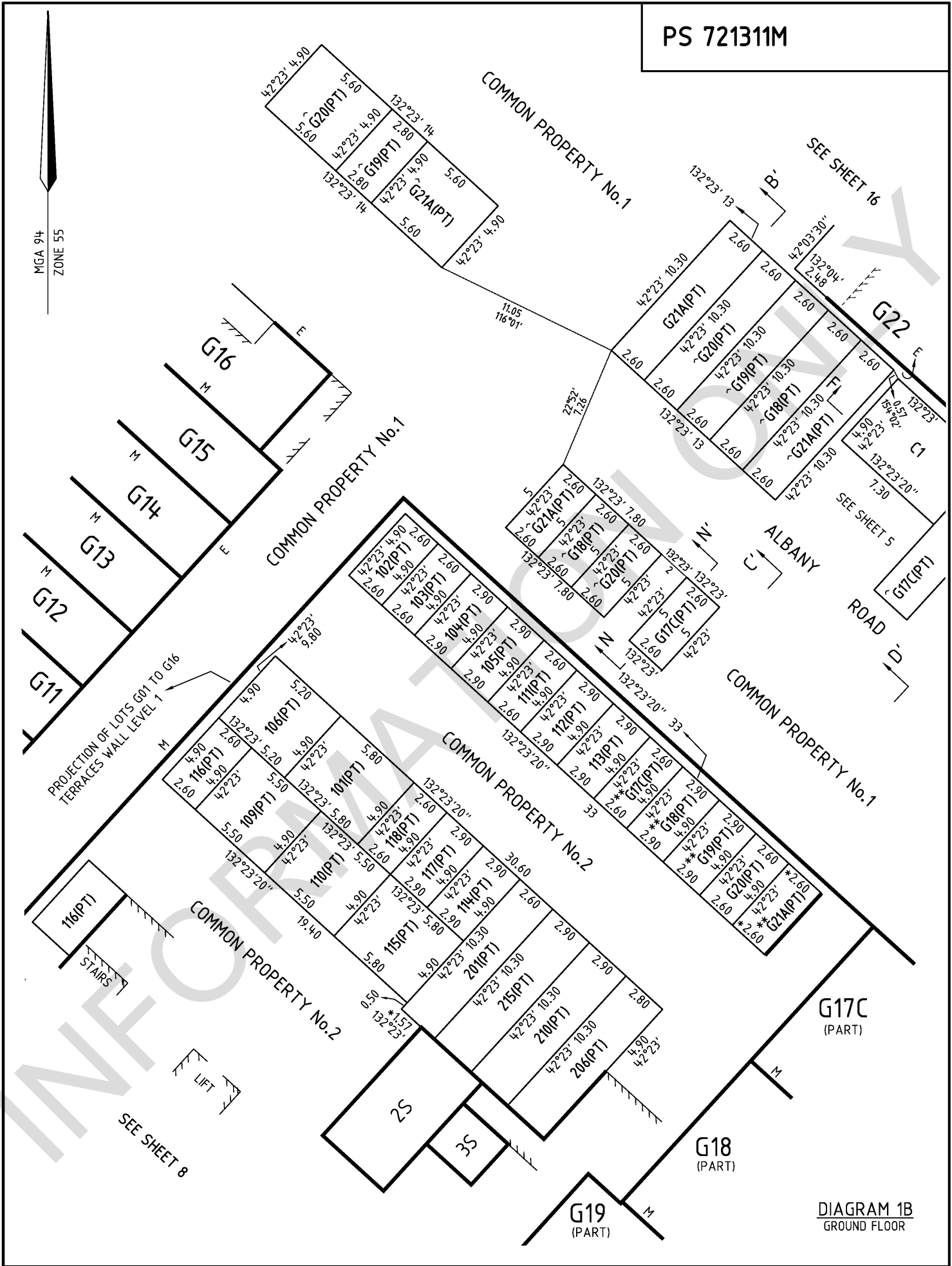


DIAGRAM 1B  
GROUND FLOOR

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 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@crsurvey.com.au  
 Balwyn Vic 3103 Tel: 03 9890 0933

SCALE  
1: 200

LENGTHS ARE IN METRES

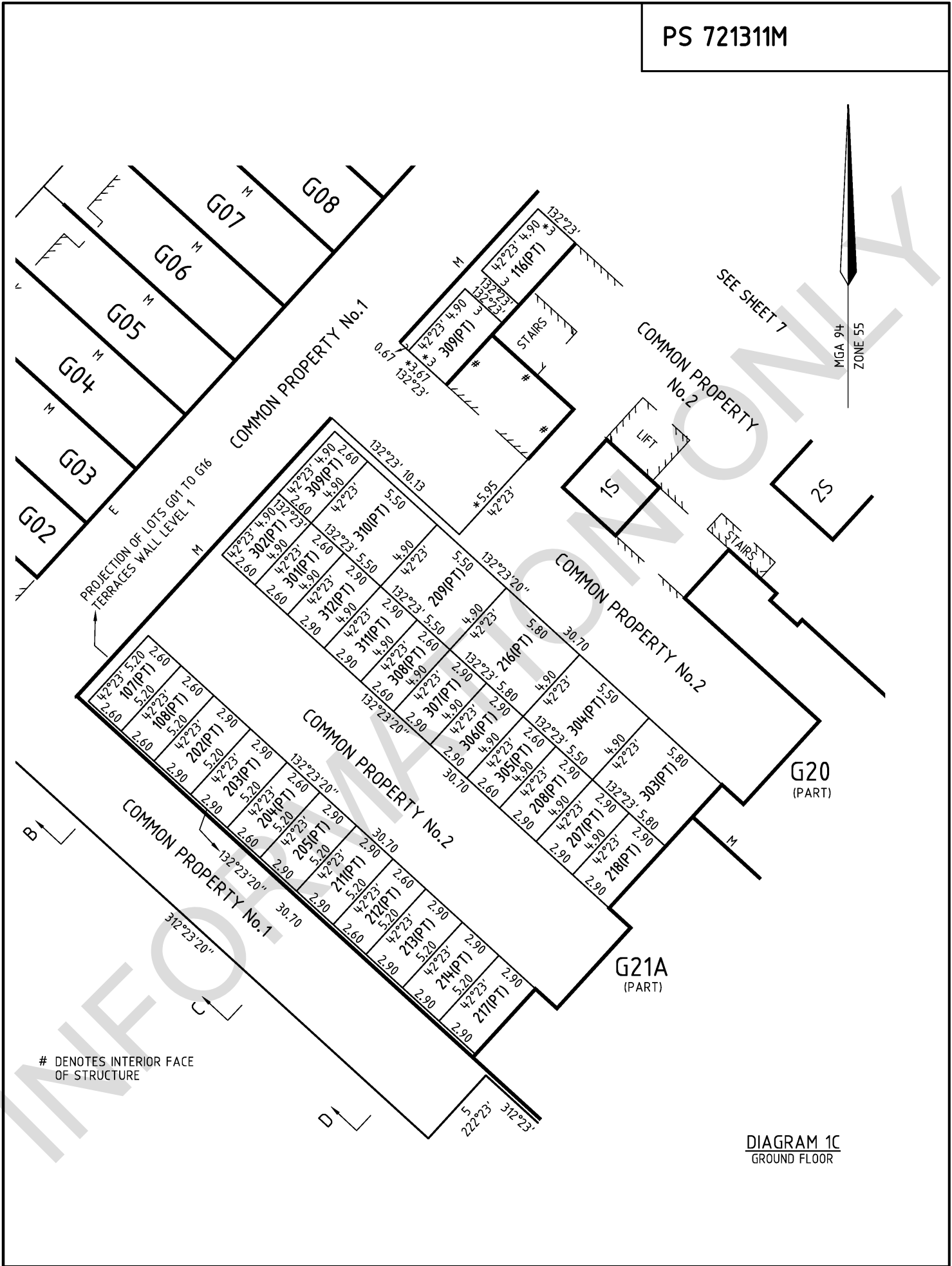
MARK SEAN HOWLEY

REF: 4989PS6\_Stage 6      VERSION: 8 (8.11.17)

ORIGINAL SHEET  
SIZE: A3

SHEET 7

PS 721311M



SEE SHEET 7

MGA 94  
ZONE 55

PROJECTION OF LOTS G01 TO G16  
TERRACES WALL LEVEL 1

# DENOTES INTERIOR FACE  
OF STRUCTURE

DIAGRAM 1C  
GROUND FLOOR



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Balwyn Vic 3103 Tel: 03 9890 0933

SCALE  
1: 200

LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 8

MARK SEAN HOWLEY

REF: 4989PS6\_Stage 6 VERSION: 8 (8.11.17)

PS 721311M

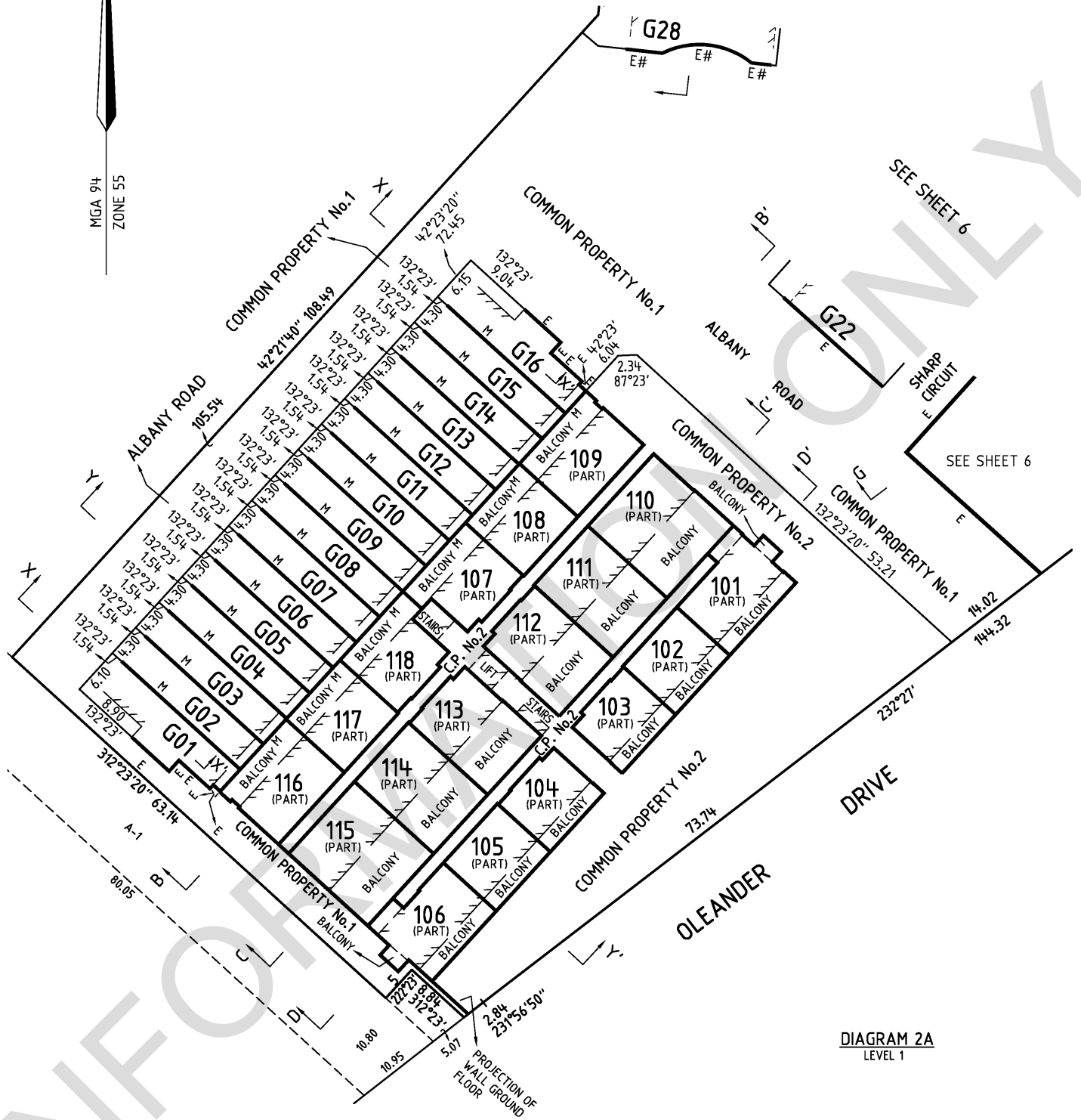


DIAGRAM 2A  
LEVEL 1

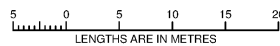
# DENOTES SECTION OF BOUNDARY WHICH IS A PROJECTION OF GROUND FLOOR WALL



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LAND SURVEYORS TOWN PLANNERS  
DEVELOPMENT CONSULTANTS

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SCALE  
1: 500



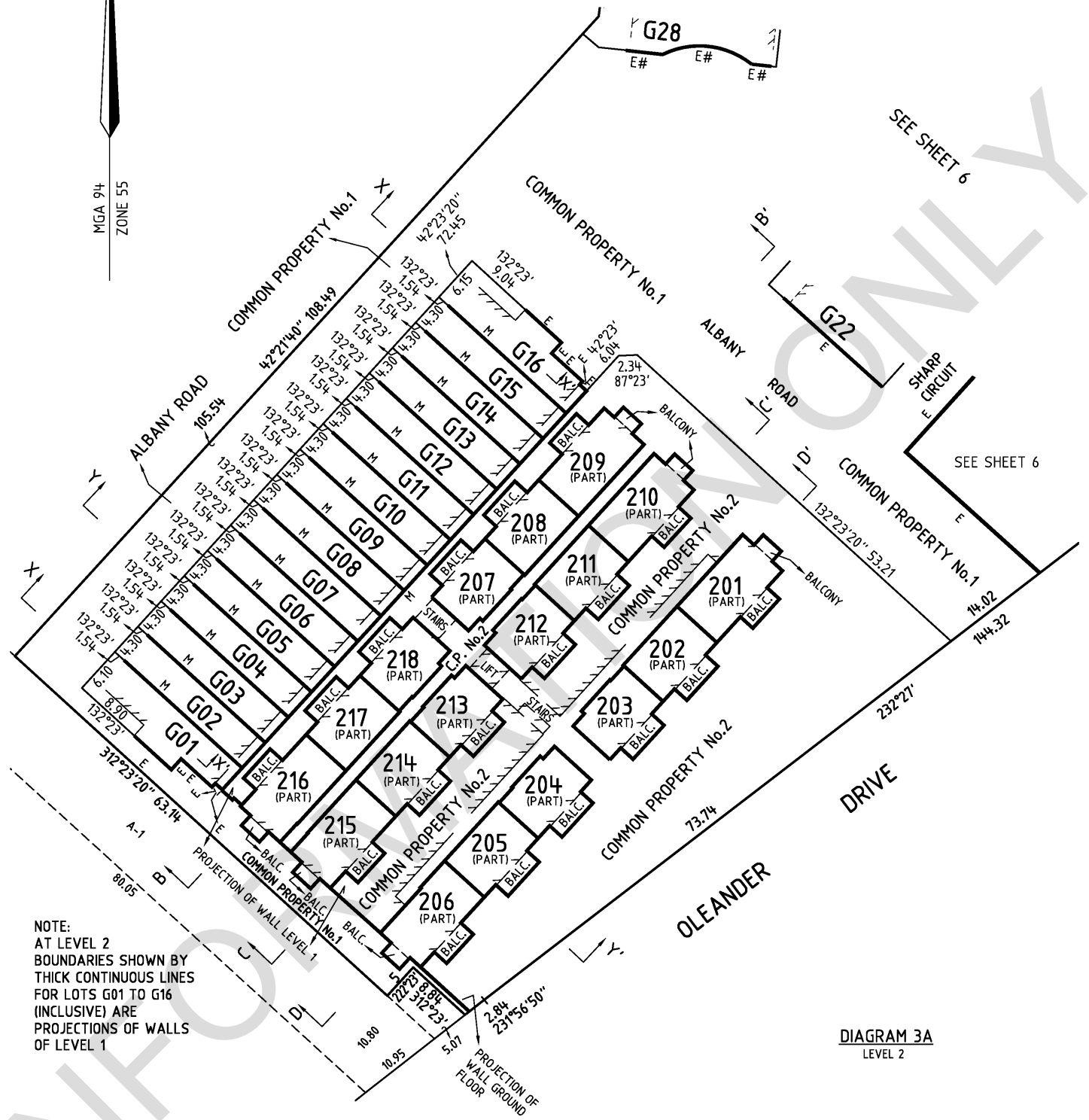
ORIGINAL SHEET  
SIZE: A3

SHEET 9

MARK SEAN HOWLEY

REF: 4989PS6\_Stage 6 VERSION: 8 (8.11.17)

PS 721311M



SEE SHEET 6

SEE SHEET 6

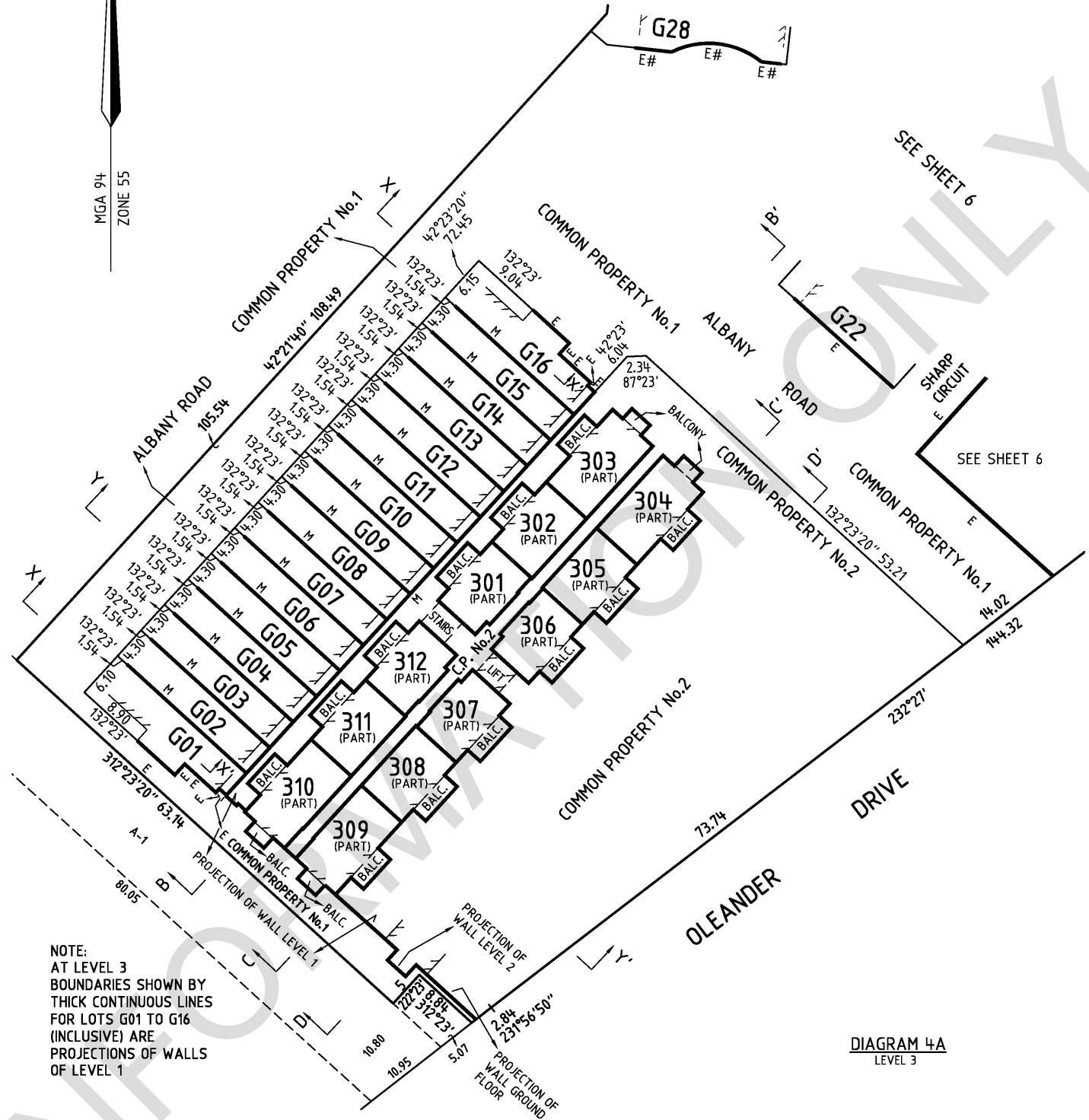
NOTE:  
 AT LEVEL 2  
 BOUNDARIES SHOWN BY  
 THICK CONTINUOUS LINES  
 FOR LOTS G01 TO G16  
 (INCLUSIVE) ARE  
 PROJECTIONS OF WALLS  
 OF LEVEL 1

DIAGRAM 3A  
 LEVEL 2

# DENOTES SECTION OF BOUNDARY  
 WHICH IS A PROJECTION OF  
 GROUND FLOOR WALL

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	MARK SEAN HOWLEY REF: 4989PS6_Stage 6      VERSION: 8 (8.11.17)			

PS 721311M



SEE SHEET 6

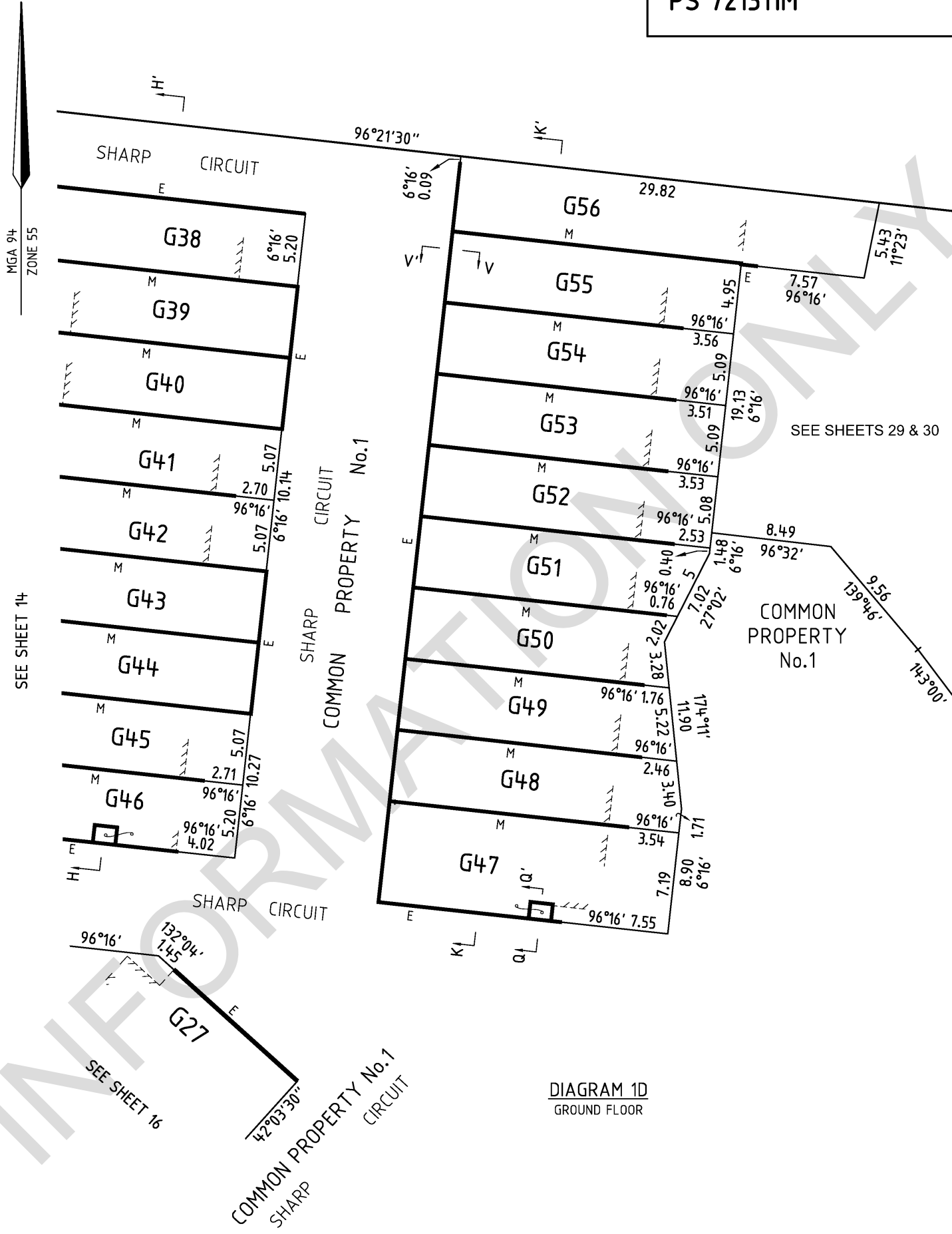
SEE SHEET 6

NOTE:  
 AT LEVEL 3  
 BOUNDARIES SHOWN BY  
 THICK CONTINUOUS LINES  
 FOR LOTS G01 TO G16  
 (INCLUSIVE) ARE  
 PROJECTIONS OF WALLS  
 OF LEVEL 1

DIAGRAM 4A  
 LEVEL 3

# DENOTES SECTION OF BOUNDARY  
 WHICH IS A PROJECTION OF  
 GROUND FLOOR WALL

PS 721311M



SEE SHEETS 29 & 30

COMMON PROPERTY No.1

DIAGRAM 1D  
GROUND FLOOR

PS 721311M

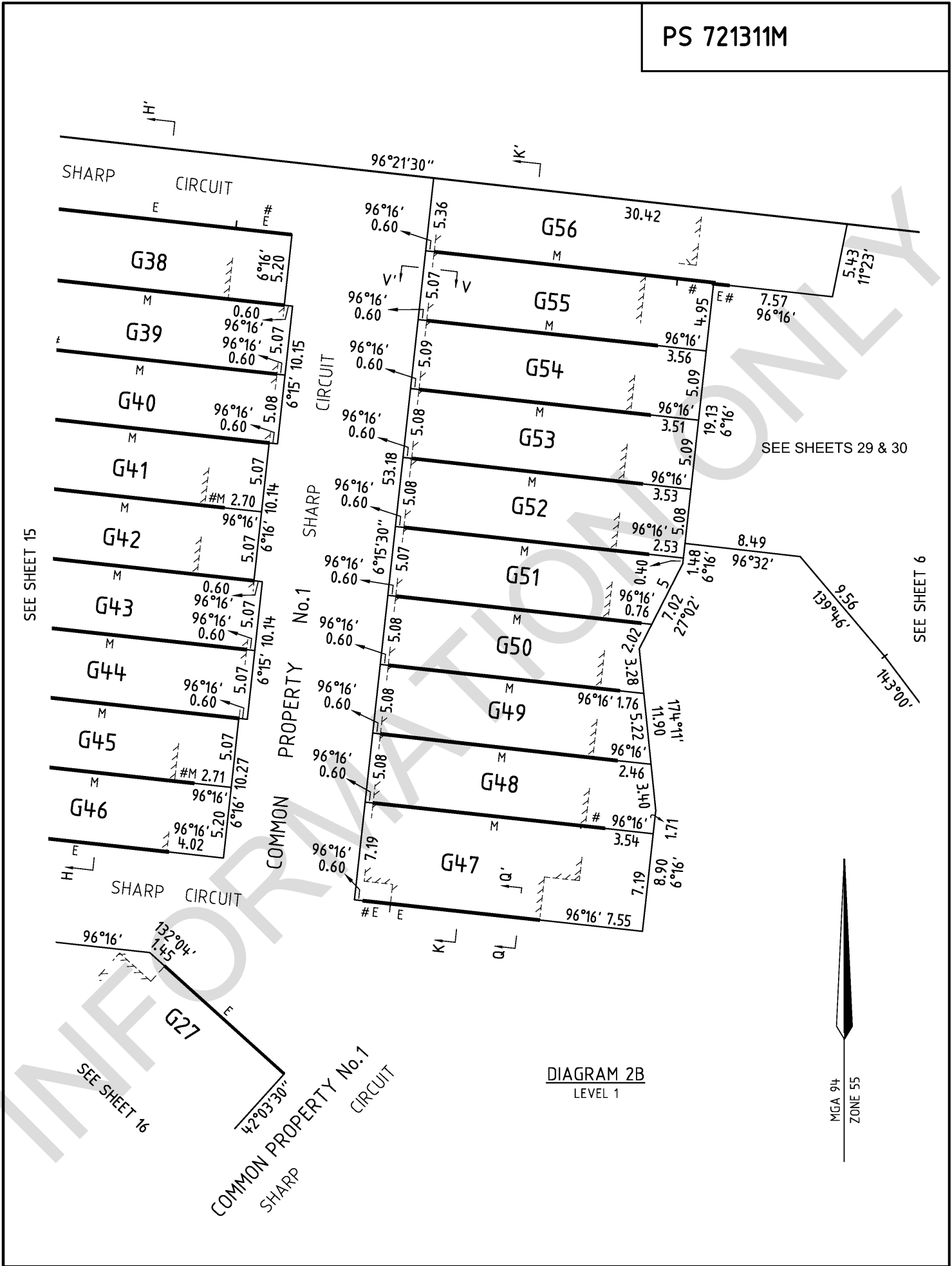

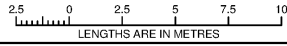
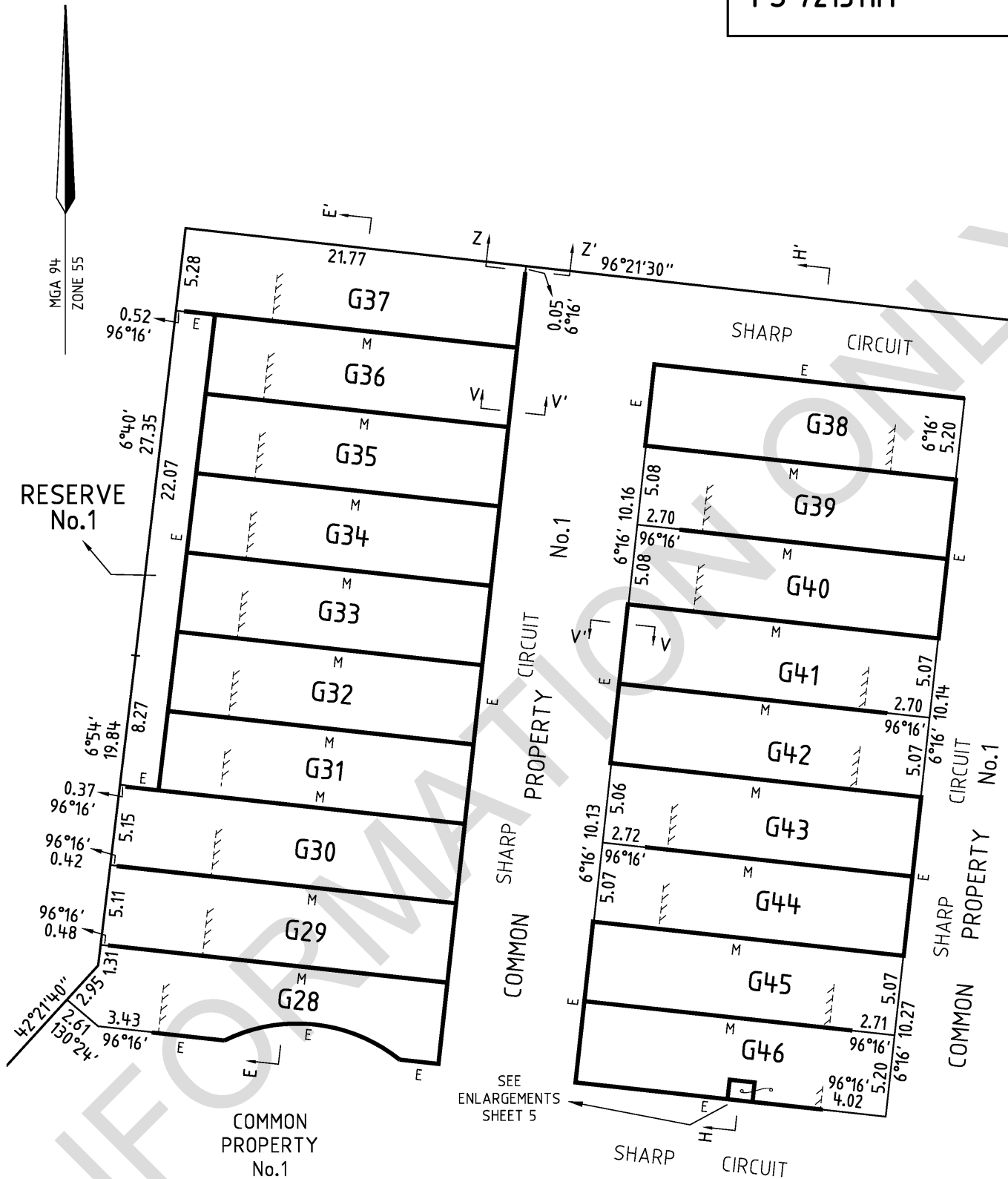


DIAGRAM 2B  
LEVEL 1

MGA 94  
ZONE 55

 <b>CRA SURVEY PTY LTD</b> LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@crsurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933	SCALE 1 : 250	 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 13
	MARK SEAN HOWLEY		REF: 4989PS6_Stage 6      VERSION: 8 (8.11.17)	

PS 721311M



SEE ENLARGEMENTS SHEET 5

SEE SHEET 5

SEE SHEET 12

DIAGRAM 1E  
GROUND FLOOR

REF: 4989PS6\_Stage 6      VERSION: 8 (8.11.17)

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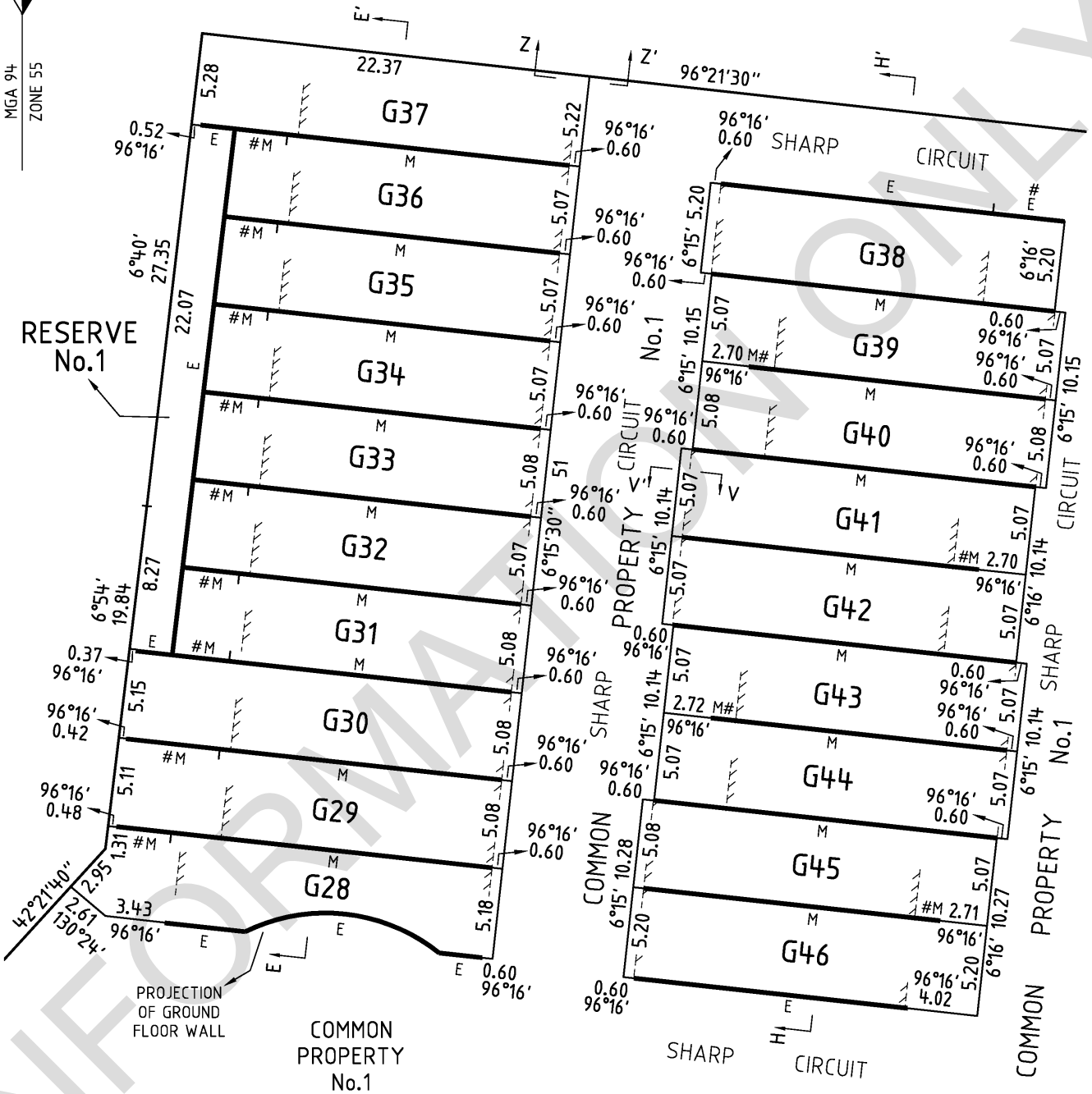
SCALE 1: 250

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3      SHEET 14

MARK SEAN HOWLEY

PS 721311M



SEE SHEET 13

SEE SHEET 6

# DENOTES SECTION OF BOUNDARY WHICH IS A PROJECTION OF GROUND FLOOR WALL

DIAGRAM 2C  
LEVEL 1

REF: 4989PS6\_Stage 6

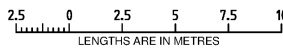
VERSION: 8 (8.11.17)



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SCALE  
1: 250



ORIGINAL SHEET  
SIZE: A3

SHEET 15

MARK SEAN HOWLEY

PS 721311M

LOTS G22 TO G27 (INCLUSIVE) ARE UNLIMITED TO HEIGHT & DEPTH

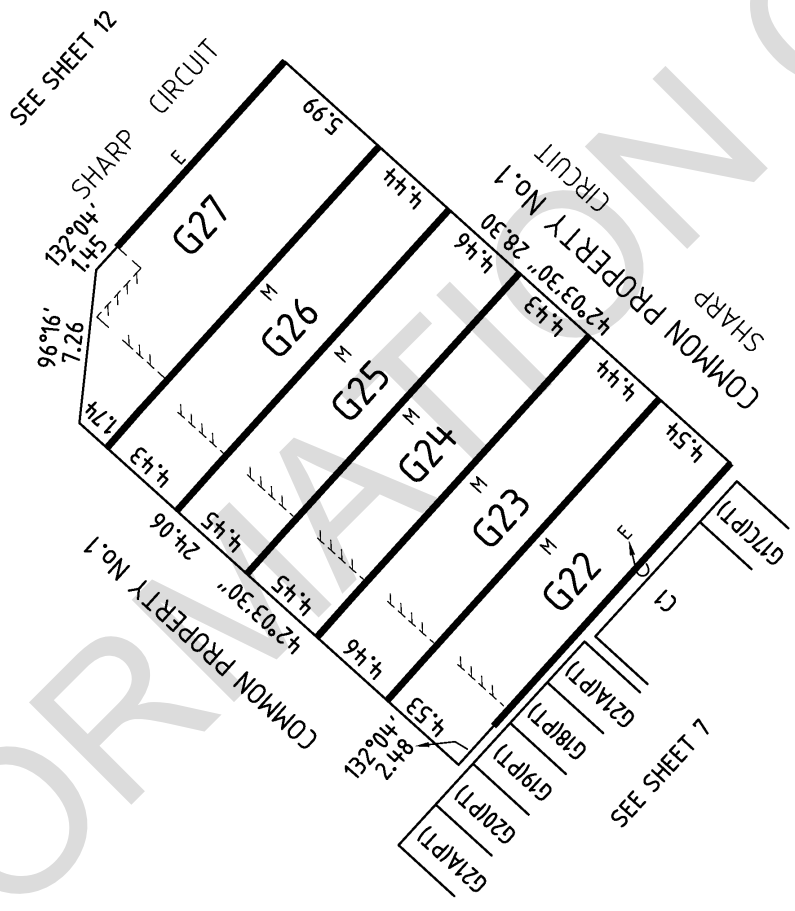
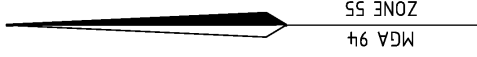
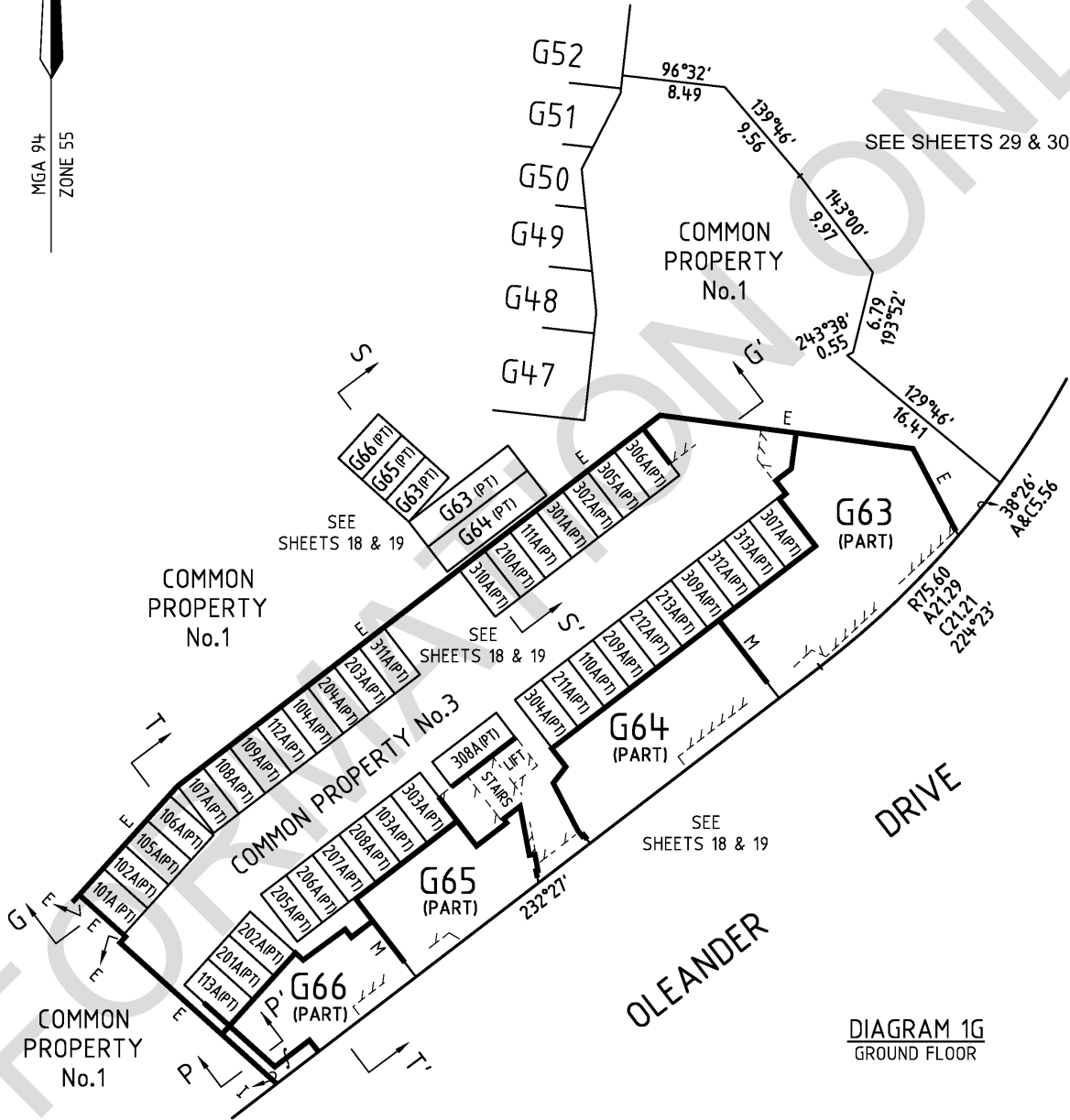


DIAGRAM 1F  
GROUND FLOOR

<p><b>CRA SURVEY PTY LTD</b>                  LAND SURVEYORS TOWN PLANNERS                  DEVELOPMENT CONSULTANTS                  7A/346 Belmore Road office@crsurvey.com.au                  Balwyn Vic 3103 Tel: 03 9890 0933</p>	REF: 4989PS6_Stage 6	VERSION: 8 (8.11.17)	SCALE 1 : 250	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 16
	MARK SEAN HOWLEY					

PS 721311M



REF: 4989PS6\_Stage 6

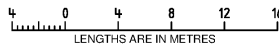
VERSION: 8 (8.11.17)



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SCALE  
 1 : 400

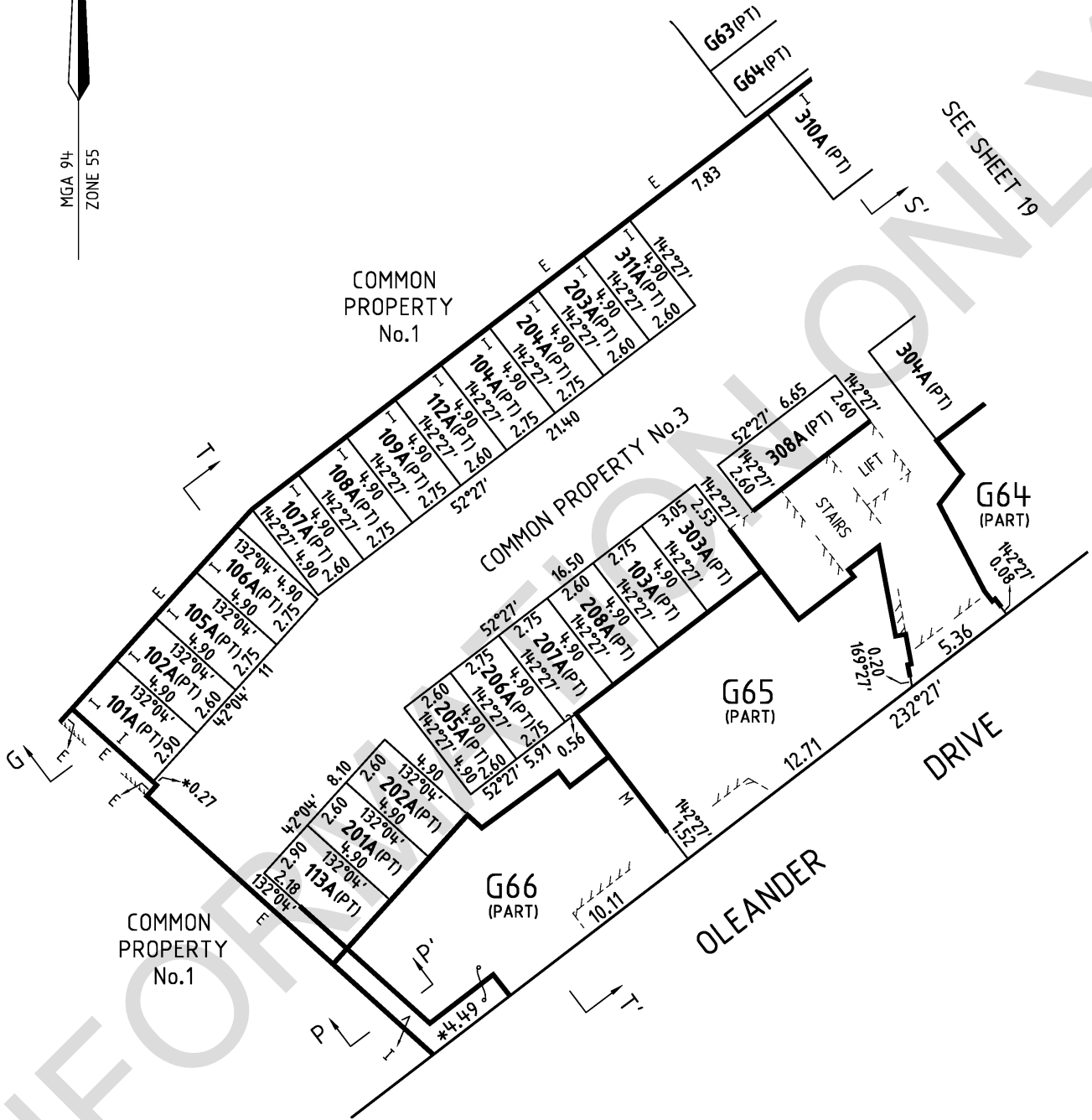


ORIGINAL SHEET  
 SIZE: A3

SHEET 17

MARK SEAN HOWLEY

PS 721311M



SEE SHEET 19

DIAGRAM 1H  
GROUND FLOOR

REF: 4989PS6\_Stage 6      VERSION: 8 (8.11.17)

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SCALE  
1 : 200

LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 18

MARK SEAN HOWLEY

PS 721311M



SEE SHEET 17

COMMON PROPERTY No.1

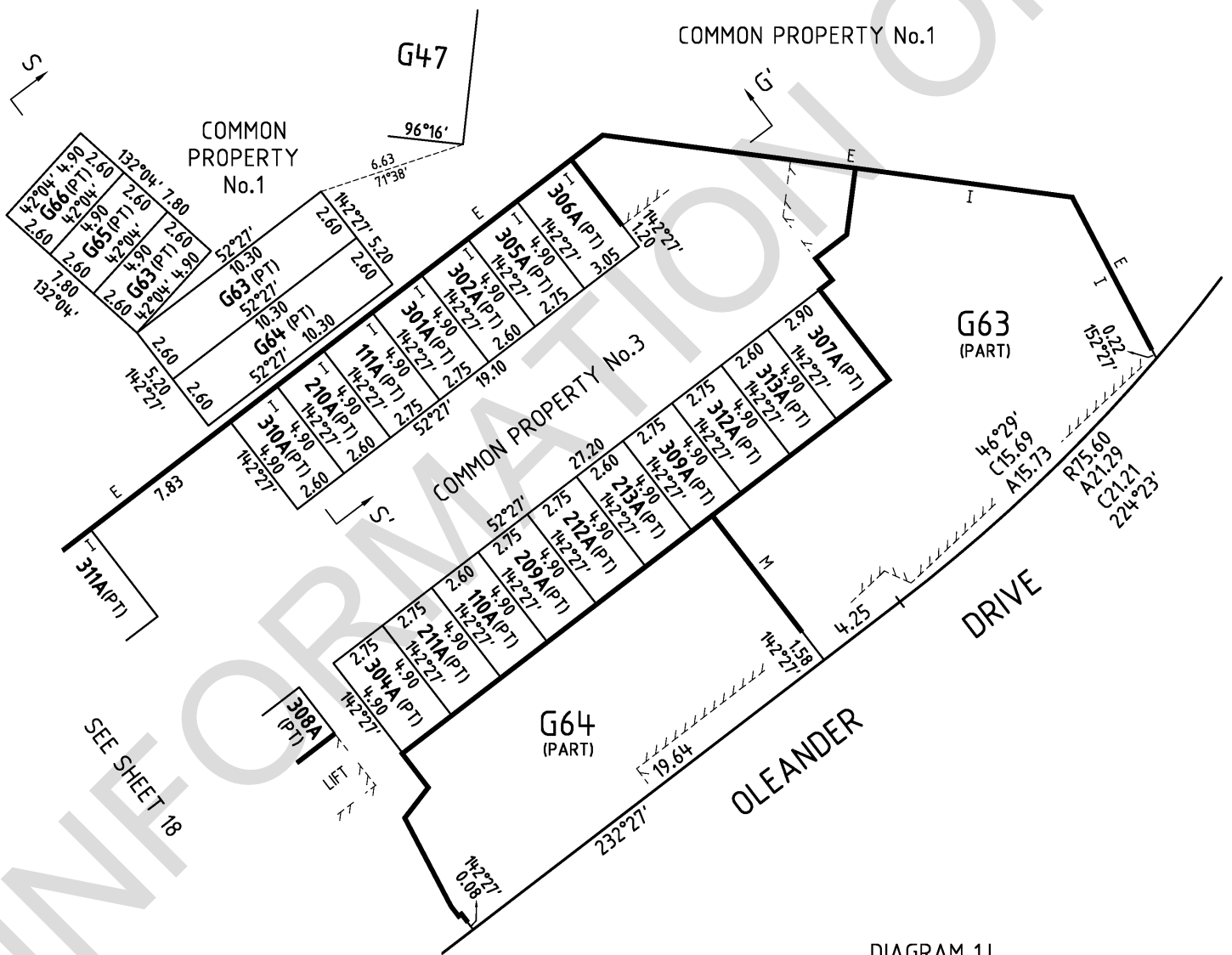


DIAGRAM 1J  
GROUND FLOOR

REF: 4989PS6\_Stage 6

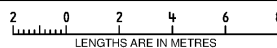
VERSION: 8 (8.11.17)



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SCALE  
1: 200



ORIGINAL SHEET  
SIZE: A3

SHEET 19

MARK SEAN HOWLEY

PS 721311M

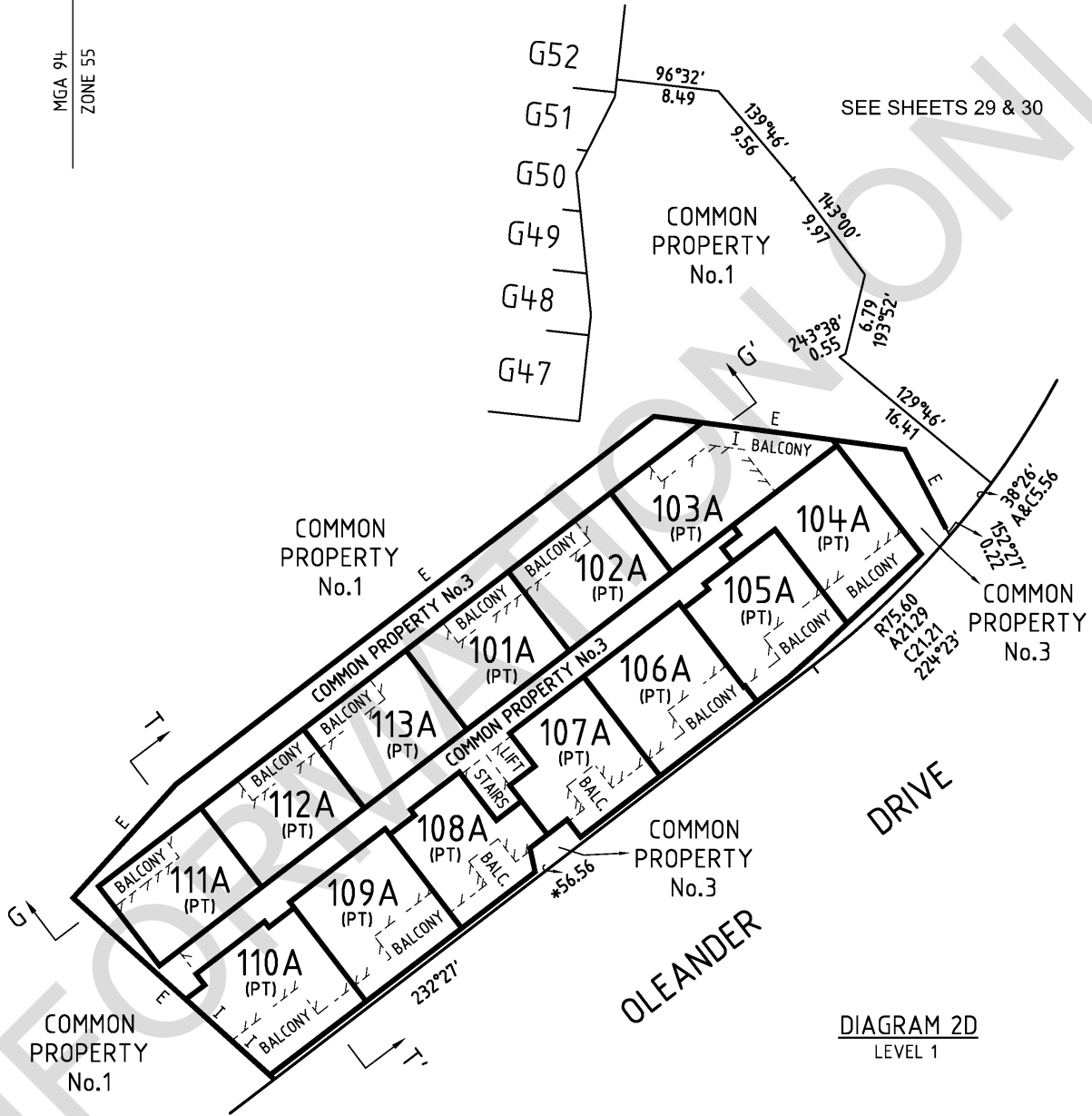


DIAGRAM 2D  
LEVEL 1

REF: 4989PS6\_Stage 6

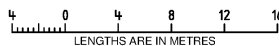
VERSION: 8 (8.11.17)



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SCALE  
1 : 400



ORIGINAL SHEET  
SIZE: A3

SHEET 20

MARK SEAN HOWLEY

PS 721311M

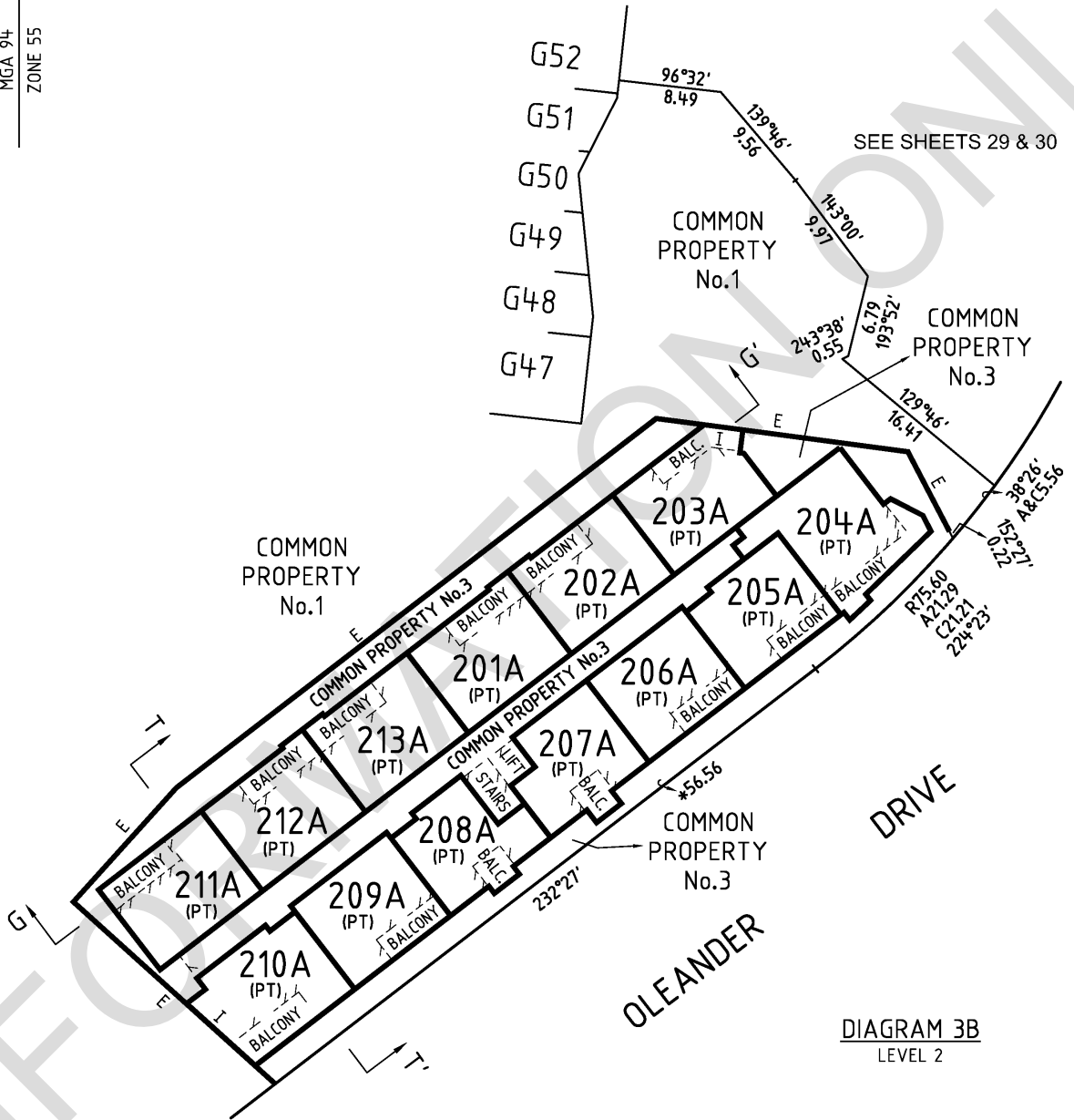


DIAGRAM 3B  
LEVEL 2

REF: 4989PS6\_Stage 6

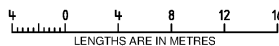
VERSION: 8 (8.11.17)



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SCALE  
1 : 400



ORIGINAL SHEET  
SIZE: A3

SHEET 21

MARK SEAN HOWLEY

PS 721311M/S6

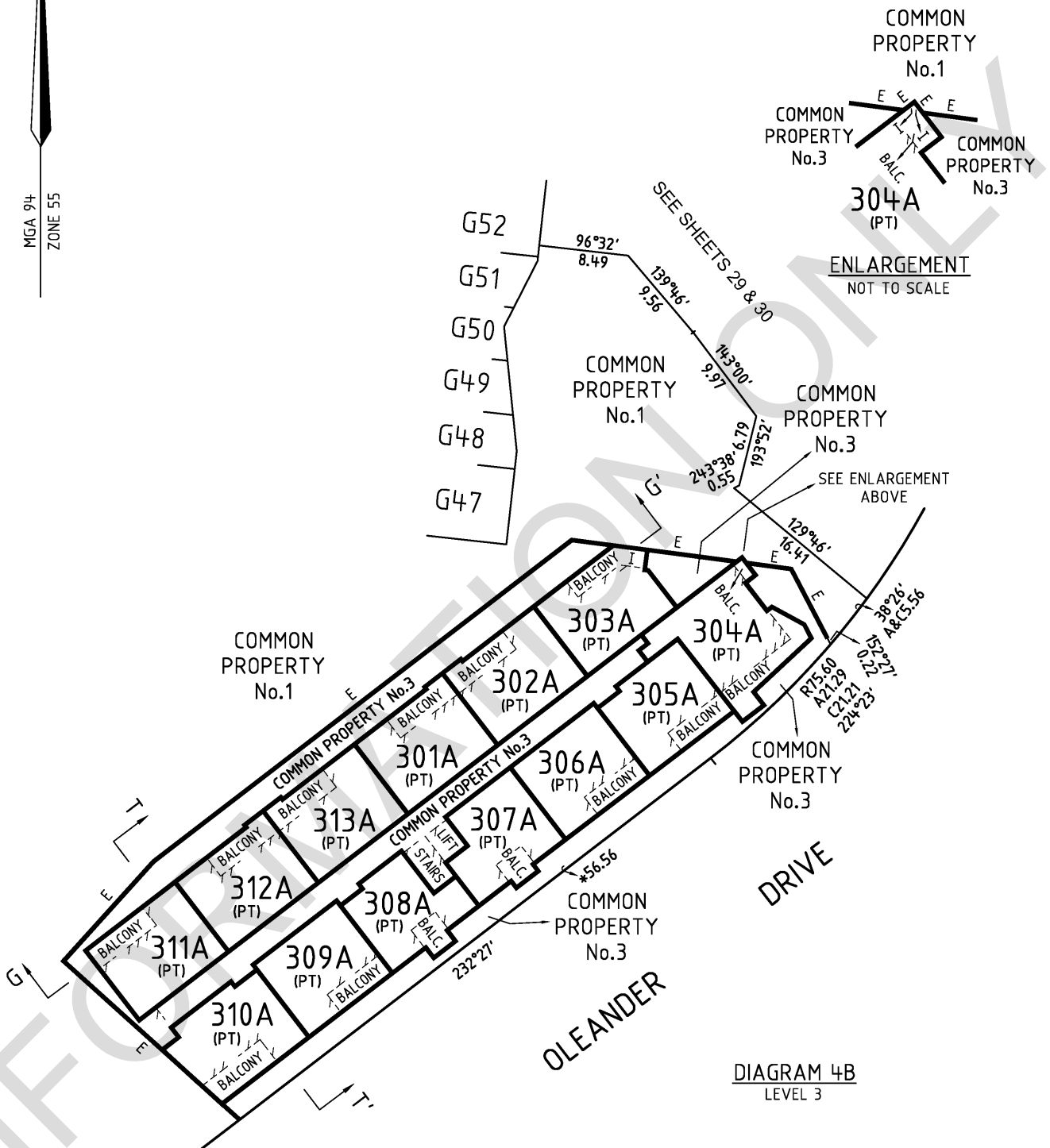


DIAGRAM 4B  
LEVEL 3

REF: 4989PS6\_Stage 6

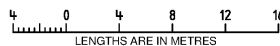
VERSION: 8 (8.11.17)



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DEVELOPMENT CONSULTANTS

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Balwyn Vic 3103 Tel: 03 9890 0933

SCALE  
1 : 400



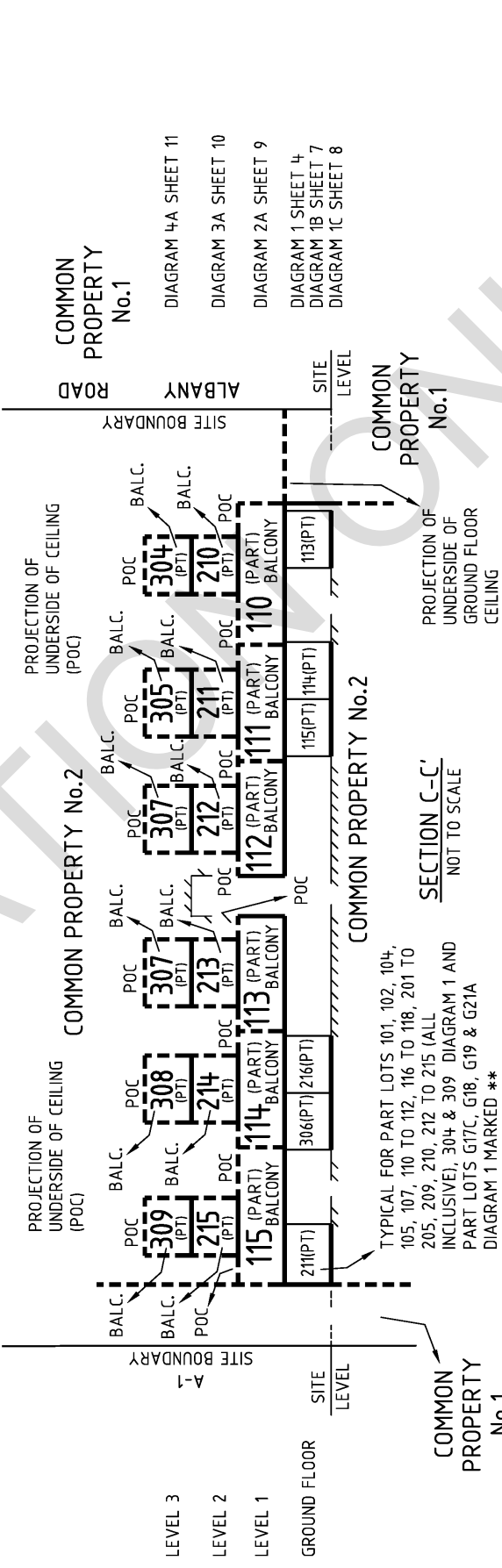
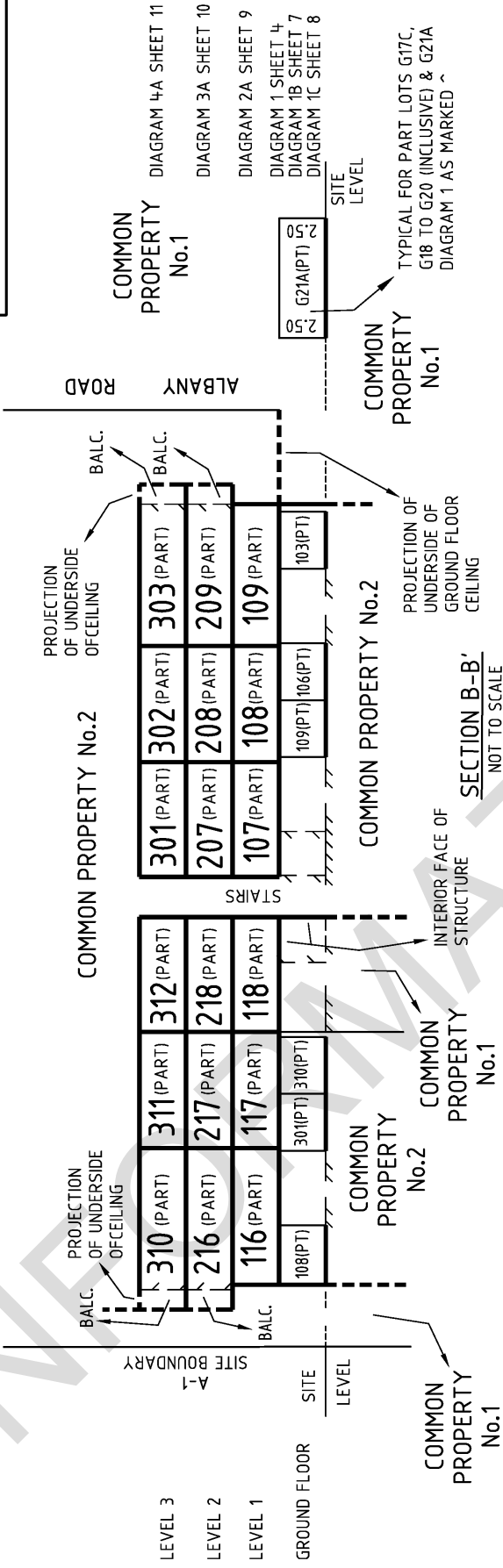
ORIGINAL SHEET  
SIZE: A3

SHEET 22

MARK SEAN HOWLEY

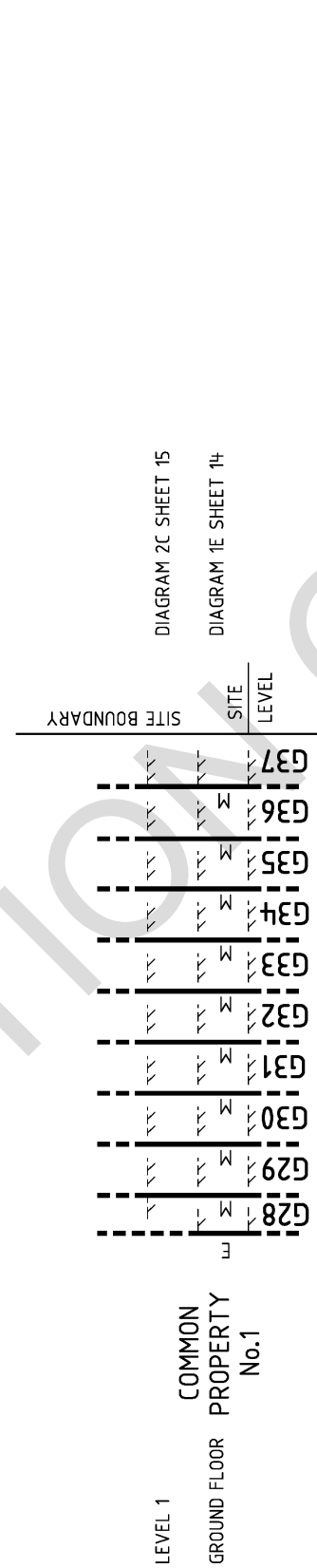
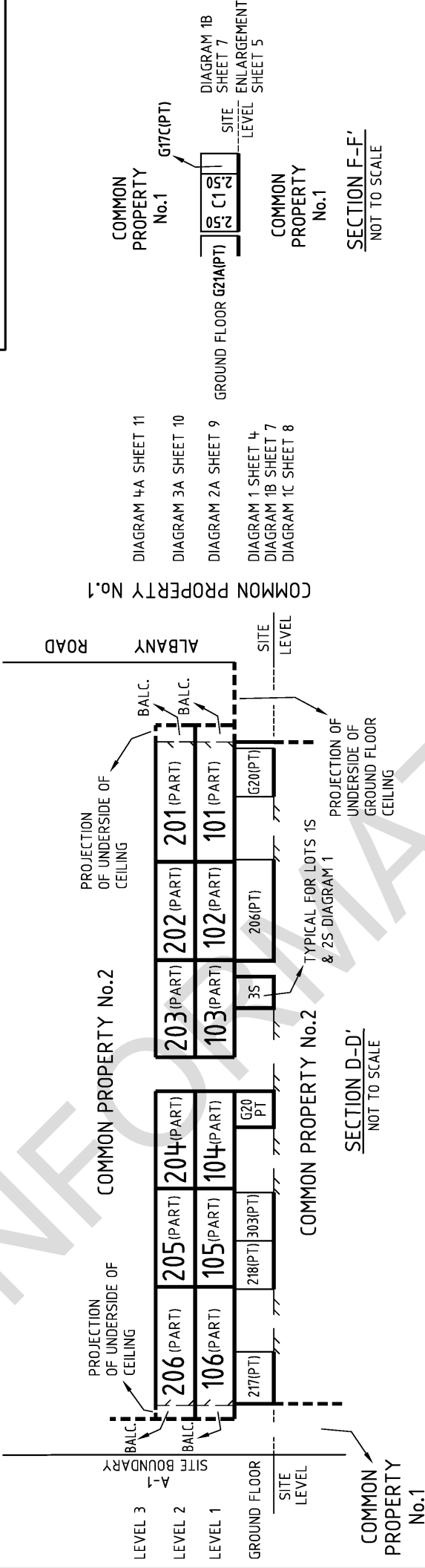
PS 721311M

LOT S7 IS UNLIMITED TO HEIGHT & DEPTH



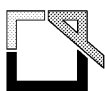
<p><b>CRA SURVEY PTY LTD</b>                  LAND SURVEYORS TOWN PLANNERS                  DEVELOPMENT CONSULTANTS</p> <p>7A/346 Belmore Road office@crsurvey.com.au                  Balwyn Vic 3103                  Tel: 03 9890 0933</p>	<p>VERSION: 8 (8.11.17)</p>	<p>MARK SEAN HOWLEY</p>	<p>ORIGINAL SHEET                  SIZE: A3</p>	<p>SHEET 23</p>
	<p>REF: 4989PS6_Stage 6</p>	<p>MARK SEAN HOWLEY</p>	<p>MARK SEAN HOWLEY</p>	<p>MARK SEAN HOWLEY</p>

PS 721311M

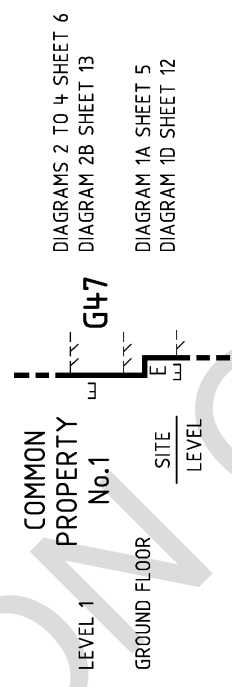
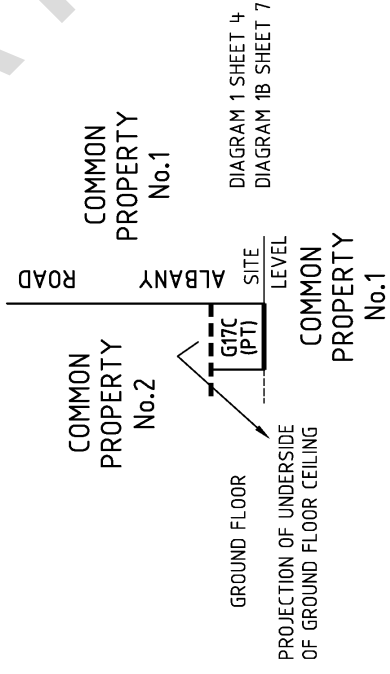
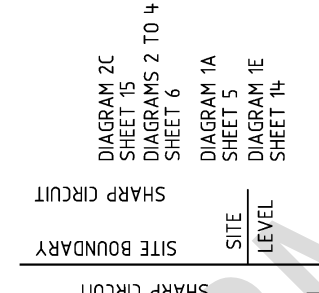
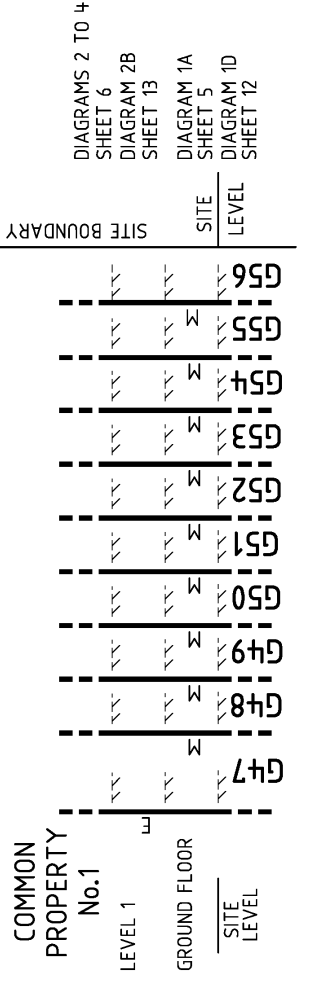


SECTION E-E'  
NOT TO SCALE

SECTION F-F'  
NOT TO SCALE

 <b>CRA SURVEY PTY LTD</b> LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@crsurvey.com.au Balmyn Vic 3103 Tel: 03 9890 0933	REF: 4989PS6_Stage 6	VERSION: 8 (8.11.17)	MARK SEAN HOWLEY
	ORIGINAL SHEET SIZE: A3	SHEET 24	

PS 721311M



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DEVELOPMENT CONSULTANTS  
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Balwyn Vic 3103 Tel: 03 9890 0933

REF: 4989PS6\_Stage 6

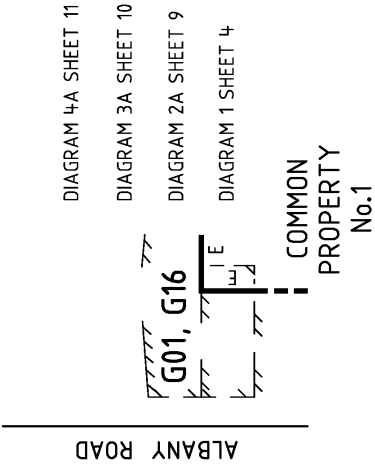
VERSION: 8 (8.11.17)

MARK SEAN HOWLEY

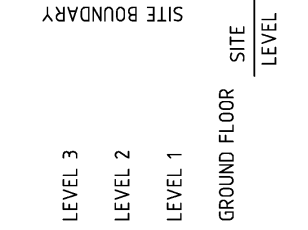
ORIGINAL SHEET SIZE: A3

SHEET 25

**PS 721311M**

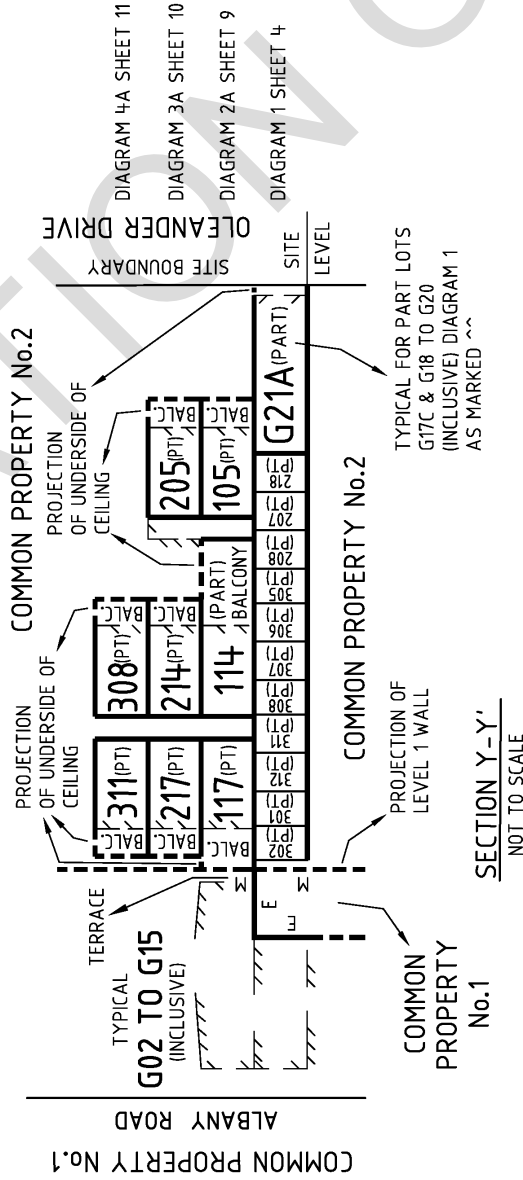


**SECTION X-X'**  
NOT TO SCALE

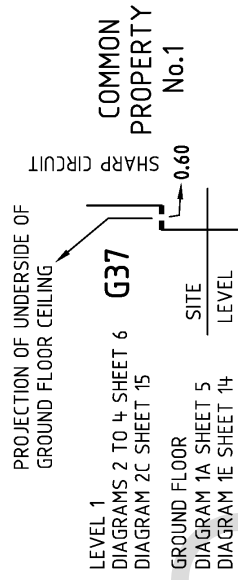


SECTION V-V' TYPICAL FOR LOTS G28 TO G35, G37, G38, G42, G45 TO G54 (ALL INCLUSIVE) & G56 FOR BOTH DIAGRAMS 1 & 2

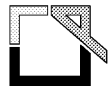
**SECTION V-V'**  
NOT TO SCALE



**SECTION Y-Y'**  
NOT TO SCALE



**SECTION Z-Z'**  
NOT TO SCALE



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Bayswater Vic 3103 Tel: 03 9890 0933

REF: 4989PS6\_Stage 6

VERSION: 8 (8.11.17)

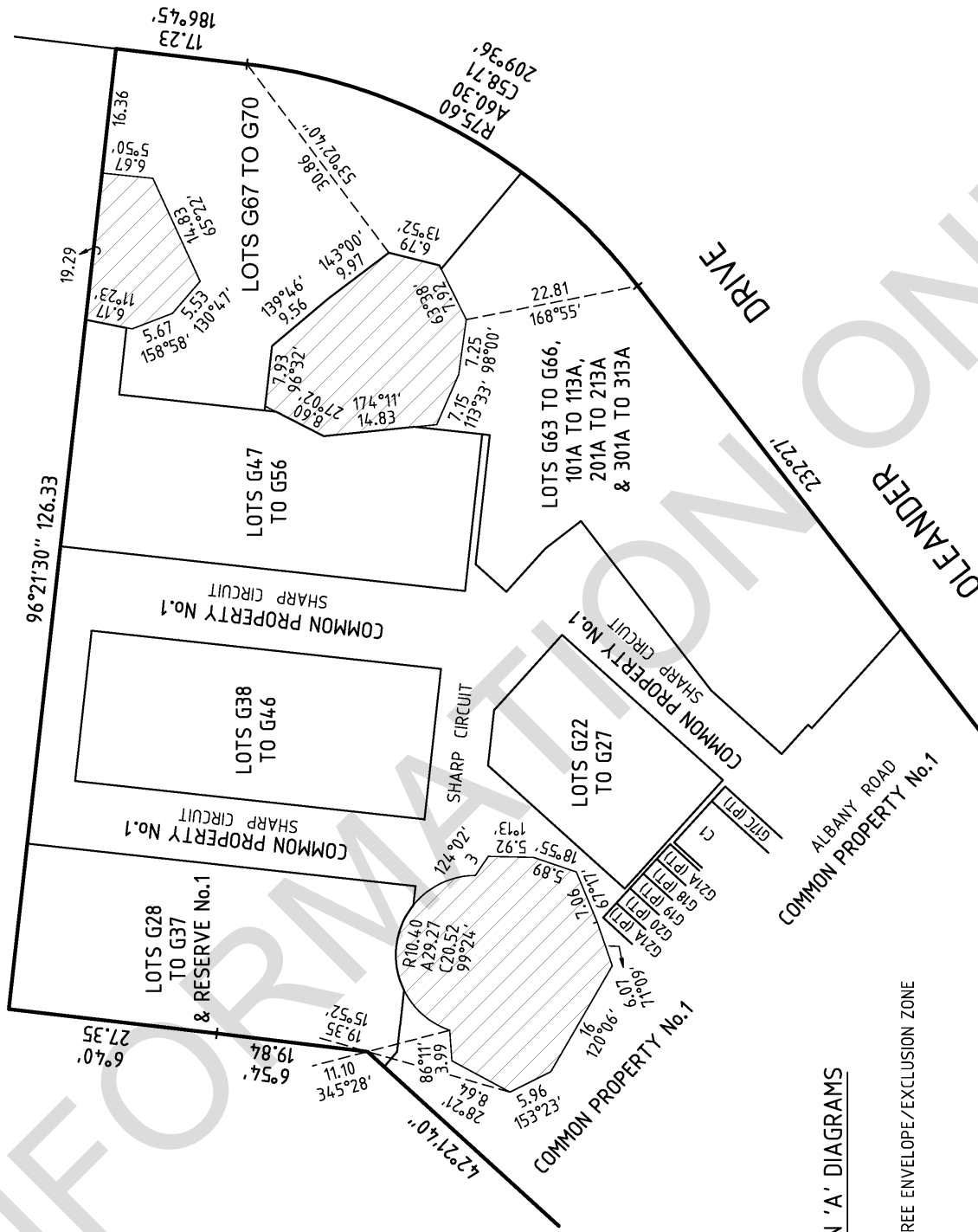
MARK SEAN HOWLEY

ORIGINAL SHEET  
SIZE: A3

SHEET 26



PS 721311M



RESTRICTION 'A' DIAGRAMS



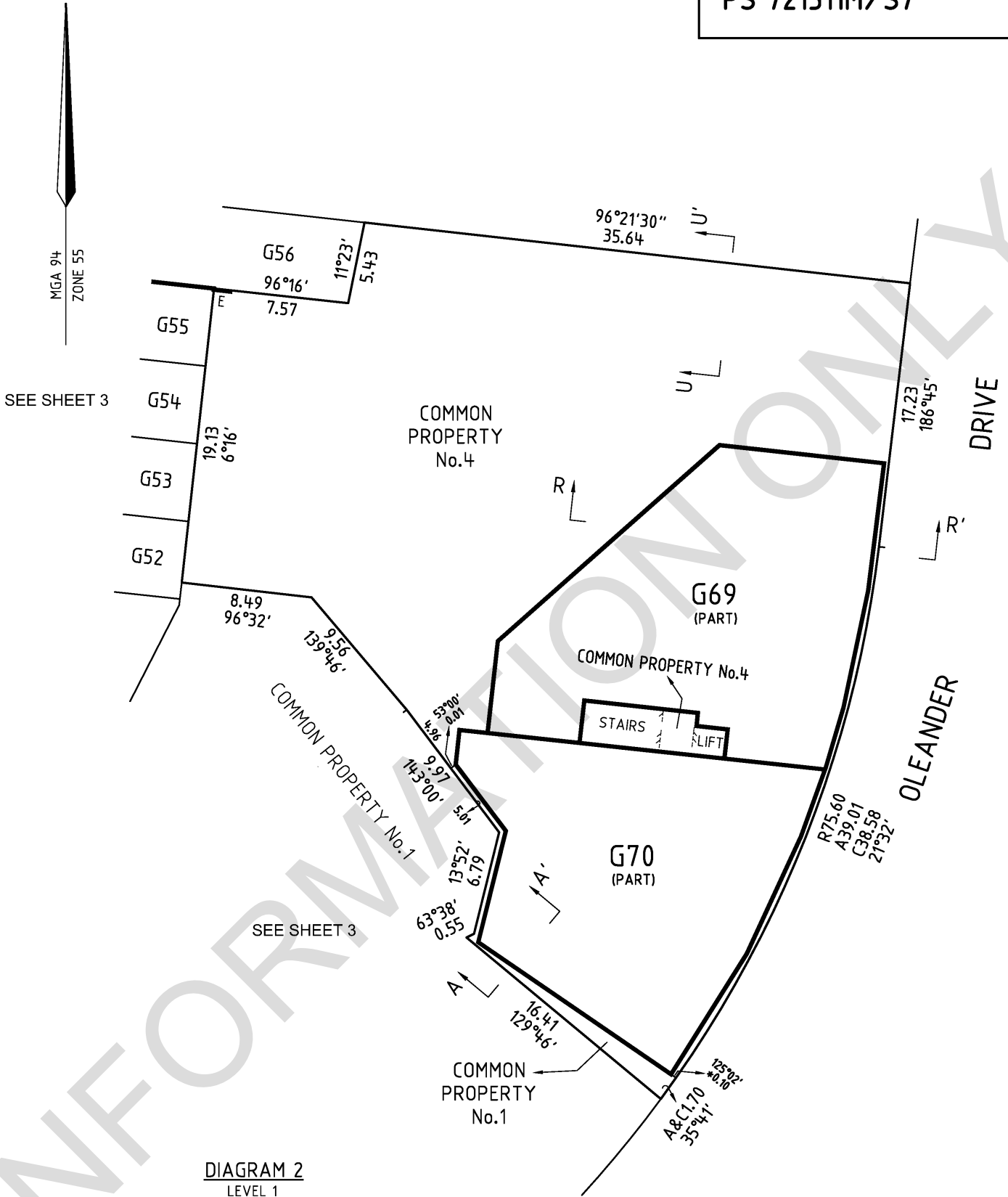
TREE ENVELOPE/EXCLUSION ZONE



 <p><b>CRA SURVEY PTY LTD</b>          LAND SURVEYORS TOWN PLANNERS          DEVELOPMENT CONSULTANTS</p> <p>7A/346 Belmore Road office@crsurvey.com.au          Balwyn Vic 3103 Tel: 03 9890 0933</p>	<p>SCALE 1: 600</p>	<p>LENGTHS ARE IN METRES</p> <p>0 6 12 18 24</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 28</p>
	<p>MARK SEAN HOWLEY</p>			



PS 721311M/S7



REF: 4989PS7\_Stage 7

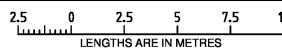
VERSION: 7 (22.05.18)



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DEVELOPMENT CONSULTANTS

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Balwyn Vic 3103 Tel: 03 9890 0933

SCALE  
1 : 250



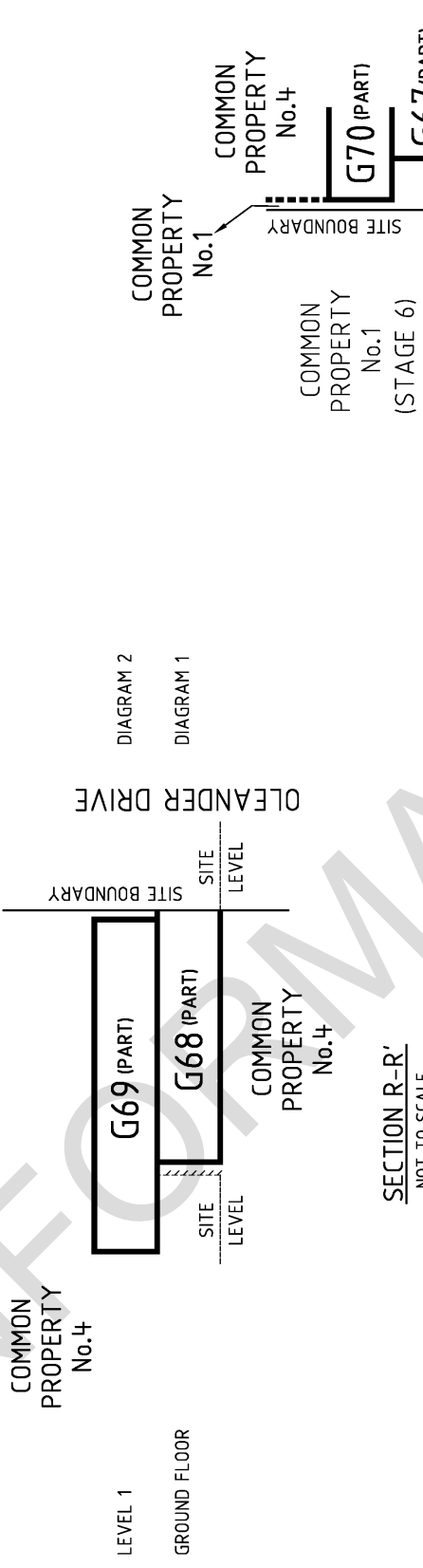
ORIGINAL SHEET  
SIZE: A3

SHEET 30

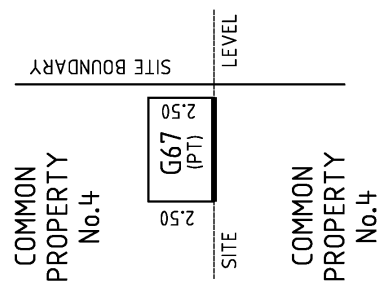
Digitally signed by: James Spratt (CRA Survey Pty Ltd),  
Surveyor's Plan Version (7),  
24/05/2018, SPEAR Ref: S097237B

Digitally signed by:  
Whittlesea City Council,  
31/05/2018,  
SPEAR Ref: S097237B

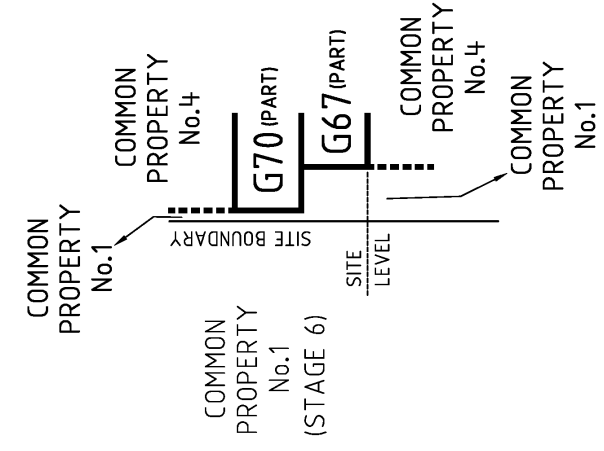
PS 721311M/S7



SECTION R-R' TYPICAL FOR PART LOT G67 (MARKED #) IN DIAGRAM 1 & PART LOT G70 IN DIAGRAM 2



SECTION U-U' TYPICAL FOR PART LOTS G66 TO G70 (INCLUSIVE) EXTERNAL TO BUILDING IN DIAGRAM 1



SECTION A-A' NOT TO SCALE



**CRA SURVEY PTY LTD**  
 LAND SURVEYORS TOWN PLANNERS  
 DEVELOPMENT CONSULTANTS  
 7A/346 Belmore Road office@crsurvey.com.au  
 Balwyn Vic 3103 Tel: 03 9890 0933

REF: 4989PS7\_Stage 7

VERSION: 7 (22.05.18)

ORIGINAL SHEET  
 SIZE: A3

SHEET 31

Digitally signed by: James Sprott (CRA Survey Pty Ltd),  
 Surveyor's Plan Version (7),  
 24/05/2018, SPEAR Ref: S097237B

Digitally signed by:  
 Whittlesea City Council,  
 31/05/2018,  
 SPEAR Ref: S097237B

CREATION OF RESTRICTION 'A'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

LAND TO BENEFIT: LOTS G01 TO G16, G17C, G18 TO G20, G21A, 1S TO 3S, 101 TO 118, 201 TO 218, 301 TO 312 (ALL INCLUSIVE)  
AND COMMON PROPERTY No.2

LAND TO BE BURDENED: LOTS S7 & PART OF COMMON PROPERTY No.1

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS OF ANY LOT ON THIS PLAN SHALL NOT:

1. ALLOW ANY BUILDINGS OR WORKS (INCLUDING PAVING), TO BE CONSTRUCTED WITHIN THE BOUNDARIES OF THE TREE ENVELOPE/EXCLUSION ZONE.
2. REMOVE, LOP OR DESTROY ANY EXISTING TREE WITHIN THE DESIGNATED TREE ENVELOPE/EXCLUSION ZONE WITHOUT THE APPROVAL OF THE RESPONSIBLE AUTHORITY.
3. REMOVE ANY EXISTING TREE FROM THE TREE ENVELOPE/EXCLUSION ZONE INCLUDING A TREE THAT IS SUBSTANTIALLY DAMAGED TO THE EXTENT THAT THE TREE MUST BE REMOVED, WITHOUT RE-INSTALLING A NEW ADVANCED TREE OF THE SAME SPECIES WITHIN THE TREE ENVELOPE/EXCLUSION ZONE AND WITHOUT, PRIOR TO REINSTATEMENT, REMOVING THE ENTIRE TREE INCLUDING ROOTS FROM THE SITE.
4. REMOVE ANY EXISTING TREE FROM THE TREE ENVELOPE/EXCLUSION ZONE WITHOUT MAKING IT AVAILABLE FOR USE BY THE RESPONSIBLE AUTHORITY WITHIN THE LOCAL AREA FOR HABITAT OR PUBLIC ART PURPOSES.
5. REMOVE ANY EXISTING TREE FROM THE TREE ENVELOPE/EXCLUSION ZONE WITHOUT SATISFYING THE APPROPRIATE OFFSET AND NET GAIN REQUIREMENTS AS SPECIFIED IN THE WHITTLESEA PLANNING SCHEME AND/OR RELEVANT STATE GOVERNMENT REQUIREMENTS/LEGISLATION APPLICABLE AT THE TIME OF REMOVAL RELATING TO OFFSET REQUIREMENTS.

SEE SHEET 28 FOR RESTRICTION 'A' DIAGRAMS



**CRA SURVEY PTY LTD**

LAND SURVEYORS TOWN PLANNERS  
DEVELOPMENT CONSULTANTS

7A/346 Belmore Road office@crsurvey.com.au  
Balwyn Vic 3103 Tel: 03 9890 0933

ORIGINAL SHEET  
SIZE: A3

SHEET 32

MARK SEAN HOWLEY

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

## PLAN NUMBER

# PS721311M

MASTER PLAN (STAGE 1) REGISTERED DATE 06/03/2014 TIME 1:55 pm

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS S2 AND S3	LOTS G01 TO G16 (BOTH INCLUSIVE), S4 AND S5 AND COMMON PROPERTY No.1	STAGE PLAN	PS721311M/S2	18/08/15	2	GMR
THIS PLAN		APPURTENANT EASEMENT NOTATION	AL948259C	06/08/15	3	HT
THIS PLAN	-	RECTIFICATION (ADDING APPURTENANT EASEMENT, SEE AL948259C ABOVE)	AM349711S	24/11/15	3	B.J.S.
S4	G17-G21, 101-118, 201-218, 301-312, 1S-3S	STAGE PLAN	PS721311M/S4	26/11/15	4	PTM
LOTS G17 & G21	LOTS G17A & G21A	AMENDMENT SECTION 32	PS721311M/D1	30/06/16	5	GV
LOT G17A AND COMMON PROPERTY 1	LOT G17B AND ADDITIONAL COMMON PROPERTY 1	AMENDMENT SECTION 32	PS721311M/D2	02/02/17	6	RGM
LOTS S5 AND G17B	LOTS S8 AND G17C	STAGE PLAN	PS721311M/S99	04/04/17	7	RGM
S8	LOTS G47 TO G56, C1, S6, S7, S9 & ADDITIONAL COMMON PROPERTY	STAGE PLAN	PS721311M/S5	12/07/17	8	C.A.G.
LOT S9	LOTS G28 TO G46, S10, RES1 & ADDITIONAL COMMON PROPERTY 1	STAGE PLAN	PS721311M/S9	20/09/17	9	HT
S10	LOTS G22 - G27 & ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS721311M/S10	24/11/17	10	CV
LOT S6	LOTS G63-G66, 101A-113A, 201A-213A, 301A-313A, COMMON PROPERTY 3 AND ADDITIONAL COMMON PROPERTY 1	STAGE PLAN	PS721311M/S6	07/12/17	11	RGM
LOT S7	LOTS G67 TO G70, COMMON PROPERTY No.4 & ADDITIONAL COMMON PROPERTY No.1	STAGE PLAN	PS721311M/S7	22/6/18	12	HJR



Locked Bag 1, Bundoora 3083  
ABN 72 431 091 058

# Instalment Notice

For the period 1 July 2023 to 30 June 2024

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

Phone (03) 9217 2170

Email info@whittlesea.vic.gov.au



J G Brady & L R Brady  
Unit 210  
24 Oleander Drive  
MILL PARK VIC 3082




029  
1021539  
R3\_5975

Issue Date 24/01/2024

Assessment Number

1013481

 For emailed notices register at  
[whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
Reference No: 5E4FE36B5Y

## Property Details

Unit 210 24 Oleander Drive MILL PARK VIC 3082  
LOT 204A PS 721311M

AVPCC 125.4 OYO Strata Flat

## Valuation Details

These annual valuations are prepared by the State Government for rating and taxation purposes.

Site Value \$45,000

Capital Improved Value \$410,000

Net Annual Value \$20,500

Valuation operative date 01/07/2023

Level of value date 01/01/2023

## Instalments

Amount payable by  
28/02/2024

\$277.00

4th Instalment payable by  
31/05/2024

\$281.00

## Rates and Charges

Overdue amount	\$0.00
3rd instalment	\$277.00
Total payable by 28/02/2024	\$277.00

Payments received after 22 January 2024 may not be included on this notice



Scan here to pay



## Where to pay



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



Bill Code: 5157

Ref: 1013481

BPAY™ this payment via internet or phone banking.  
BPAY View™ - View and pay this bill using internet banking  
BPAY View Registration No.: 1013481



Billpay Code: 0350

Ref: 10134812

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



Phone 1300 301 185



Council Offices

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



\*350 10134812

# Your quarterly bill



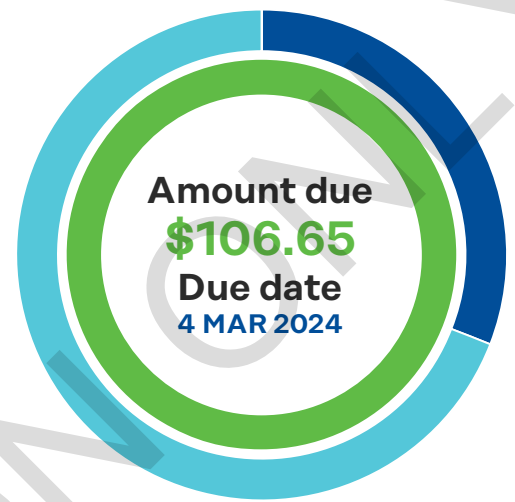
Emailed to: lrbrady58@gmail.com  
MR J & MRS L BRADY  
UNIT 201/24 OLEANDER DR  
MILL PARK VIC 3082

<b>Enquiries</b>	1300 304 688
<b>Faults (24/7)</b>	13 27 62
<b>Account number</b>	55 4391 3656
<b>Invoice number</b>	5546 4389 28088
<b>Issue date</b>	12 Feb 2024
<b>Property address</b>	UNIT 210, 24 OLEANDER DR MILL PARK
<b>Property reference</b>	5150474, PS 721311
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

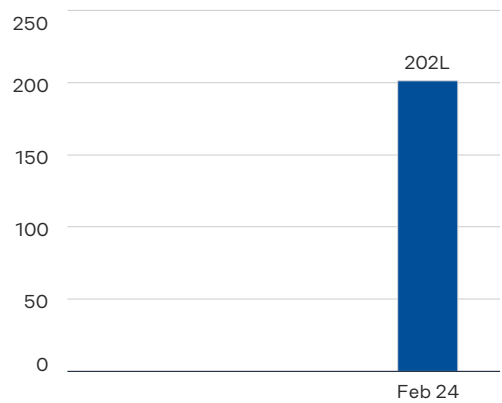
<b>Previous bill</b>	<b>\$0.00</b>
Payment received	\$0.00
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>This bill</b>	
<b>Usage charges</b>	\$60.19
<b>Service charges</b>	
Water supply system	\$20.04
Sewerage system	\$114.46
<b>Adjustments</b>	
Pension and concession rebate	-\$88.04
<b>Total this bill (GST does not apply)</b>	<b>\$106.65</b>
<b>Total balance</b>	<b>\$106.65</b>

Your concession has been applied to this bill.



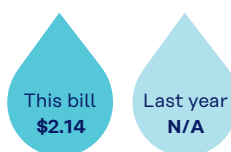
## Your household's daily water use

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



## Your daily spend

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



## How to pay

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

**Centrelink**  
Arrange regular deductions from your Centrelink payments. Visit [yvwm.com.au/paying](http://yvwm.com.au/paying) CRN reference: **555 054 118T**

**EFT**  
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).  
Account name: **Yarra Valley Water**  
BSB: **033-885**  
Account number: **554376486**

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

**Post Billpay®**  
Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)  
Bill code: **3042**  
Ref: **5546 4389 28088**

**BPAY®**  
Bill code: **344366**  
Ref: **554 3913 6560**



\*3042 554643892808 8

MR J & MRS L BRADY

<b>Account number</b>	55 4391 3656
<b>Invoice number</b>	5546 4389 28088
<b>Total due</b>	<b>\$106.65</b>
<b>Due date</b>	<b>4 Mar 2024</b>
<b>Amount paid</b>	\$

## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAAD049432	374kL -	356kL =	18kL
From 11 Nov 2023 - 8 Feb 2024			(89 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	18.000kL x	\$3.3438 =	\$60.19
<b>Total</b>	<b>18.000kL</b>		<b>\$60.19</b>
<b>Total usage charges</b>			<b>\$60.19</b>

## Your charges explained

### → Water and sewer usage charge

**11 November 2023 - 8 February 2024**

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

### → Water supply system charge

**1 January 2024 - 31 March 2024**

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

### → Sewerage system charge

**1 January 2024 - 31 March 2024**

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

## Financial assistance

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

## Contact us

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

## 📅 Next meter reading:

Between 8-15 May 2024

## Register your concession\*

Save up to 50% on your water and sewer charges.

🌐 [yvw.com.au/concessions](https://yvw.com.au/concessions)

📞 **1300 441 248**

\*Health Care, Pension or DVA health card holders

# We can help you manage your bills

From flexible payment arrangements to bill extensions and concession discounts, we have a range of options to help you manage your bills.

📞 **1300 441 248**

🌐 [yvw.com.au/watercare](https://yvw.com.au/watercare)





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 23/02/2024 11:24:28 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS721311M**

The land in PS721311M is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 1S, 2S, 3S, 101, 101A, 102, 102A, 103, 103A, 104, 104A, 105, 105A, 106, 106A, 107, 107A, 108, 108A, 109, 109A, 110, 110A, 111, 111A, 112, 112A, 113, 113A, 114 - 118, 201, 201A, 202, 202A, 203, 203A, 204, 204A, 205, 205A, 206, 206A, 207, 207A, 208, 208A, 209, 209A, 210, 210A, 211, 211A, 212, 212A, 213, 213A, 214 - 218, 301, 301A, 302, 302A, 303, 303A, 304, 304A, 305, 305A, 306, 306A, 307, 307A, 308, 308A, 309, 309A, 310, 310A, 311, 311A, 312, 312A, 313A, C1, G01, G10, G11, G12, G13, G14, G15, G16, G18, G19, G02, G20, G22, G23, G24, G25, G26, G27, G28, G29, G03, G30, G31, G32, G33, G34, G35, G36, G37, G38, G39, G04, G40, G41, G42, G43, G44, G45, G46, G47, G48, G49, G05, G50, G51, G52, G53, G54, G55, G56, G06, G63, G64, G65, G66, G67, G68, G69, G07, G70, G08, G09, G17C, G21A.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

MELCORP STRATA PTY LTD 477 SWANSTON STREET MELBOURNE VIC 3000

AQ412552B 06/11/2017

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC021235D 06/03/2014

### Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/02/2024 11:24:28 AM

OWNERS CORPORATION 1  
PLAN NO. PS721311M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Common Property 4	0	0
Lot 1S	5	5
Lot 2S	5	5
Lot 3S	5	5
Lot 101	380	85
Lot 101A	380	75
Lot 102	345	70
Lot 102A	380	75
Lot 103	345	70
Lot 103A	395	80
Lot 104	345	70
Lot 104A	400	85
Lot 105	345	70
Lot 105A	385	75
Lot 106	380	85
Lot 106A	385	75
Lot 107	345	70
Lot 107A	380	75
Lot 108	345	70
Lot 108A	370	70
Lot 109	380	85
Lot 109A	385	75
Lot 110	390	85
Lot 110A	390	80
Lot 111	350	70
Lot 111A	395	75
Lot 112	350	70
Lot 112A	380	75



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/02/2024 11:24:28 AM

OWNERS CORPORATION 1  
PLAN NO. PS721311M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 113	350	70
Lot 113A	380	75
Lot 114	350	70
Lot 115	390	85
Lot 116	380	85
Lot 117	345	70
Lot 118	345	70
Lot 201	370	85
Lot 201A	385	75
Lot 202	335	70
Lot 202A	385	75
Lot 203	335	70
Lot 203A	395	75
Lot 204	335	70
Lot 204A	400	85
Lot 205	335	70
Lot 205A	380	75
Lot 206	370	85
Lot 206A	380	75
Lot 207	345	70
Lot 207A	380	75
Lot 208	345	70
Lot 208A	370	70
Lot 209	390	85
Lot 209A	380	75
Lot 210	370	85
Lot 210A	385	80
Lot 211	330	70
Lot 211A	395	75



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/02/2024 11:24:28 AM

OWNERS CORPORATION 1  
PLAN NO. PS721311M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 212	325	70
Lot 212A	385	75
Lot 213	325	70
Lot 213A	385	75
Lot 214	330	70
Lot 215	370	85
Lot 216	390	85
Lot 217	345	70
Lot 218	345	70
Lot 301	355	70
Lot 301A	390	75
Lot 302	355	70
Lot 302A	390	75
Lot 303	400	85
Lot 303A	400	75
Lot 304	390	85
Lot 304A	410	85
Lot 305	350	70
Lot 305A	385	75
Lot 306	350	70
Lot 306A	385	75
Lot 307	350	70
Lot 307A	385	75
Lot 308	350	70
Lot 308A	375	70
Lot 309	380	85
Lot 309A	385	75
Lot 310	380	85
Lot 310A	390	80



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/02/2024 11:24:28 AM

OWNERS CORPORATION 1  
PLAN NO. PS721311M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 311	355	70
Lot 311A	400	75
Lot 312	355	70
Lot 312A	390	75
Lot 313A	390	75
Lot C1	1	1
Lot G01	415	120
Lot G10	410	95
Lot G11	410	95
Lot G12	410	95
Lot G13	410	95
Lot G14	410	95
Lot G15	410	95
Lot G16	420	120
Lot G18	600	150
Lot G19	560	140
Lot G02	410	95
Lot G20	700	180
Lot G22	430	95
Lot G23	430	95
Lot G24	435	95
Lot G25	465	95
Lot G26	465	95
Lot G27	490	120
Lot G28	460	95
Lot G29	445	95
Lot G03	410	95
Lot G30	440	95
Lot G31	440	95



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/02/2024 11:24:28 AM

OWNERS CORPORATION 1  
PLAN NO. PS721311M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G32	460	95
Lot G33	440	95
Lot G34	460	95
Lot G35	460	95
Lot G36	460	95
Lot G37	460	95
Lot G38	435	95
Lot G39	435	95
Lot G04	410	95
Lot G40	430	95
Lot G41	430	95
Lot G42	430	95
Lot G43	435	95
Lot G44	435	95
Lot G45	430	95
Lot G46	430	95
Lot G47	540	120
Lot G48	430	95
Lot G49	430	95
Lot G05	410	95
Lot G50	430	95
Lot G51	430	95
Lot G52	435	95
Lot G53	435	95
Lot G54	435	95
Lot G55	435	95
Lot G56	530	120
Lot G06	410	95
Lot G63	820	205



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/02/2024 11:24:28 AM

**OWNERS CORPORATION 1  
PLAN NO. PS721311M**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G64	580	145
Lot G65	400	100
Lot G66	340	85
Lot G67	1260	320
Lot G68	660	175
Lot G69	1380	350
Lot G07	410	95
Lot G70	1320	335
Lot G08	410	95
Lot G09	410	95
Lot G17C	670	165
Lot G21A	870	215
<b>Total</b>	<b>64616.00</b>	<b>14111.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 23/02/2024 11:24:29 AM

**OWNERS CORPORATION 3  
PLAN NO. PS721311M**

The land in PS721311M is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 3, Lots 101A, 102A, 103A, 104A, 105A, 106A, 107A, 108A, 109A, 110A, 111A, 112A, 113A, 201A, 202A, 203A, 204A, 205A, 206A, 207A, 208A, 209A, 210A, 211A, 212A, 213A, 301A, 302A, 303A, 304A, 305A, 306A, 307A, 308A, 309A, 310A, 311A, 312A, 313A, G63, G64, G65, G66.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

MELCORP STRATA 477 SWANSTON STREET MELBOURNE VIC 3000

AQ571600B 20/12/2017

### 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. OC037541G 07/12/2017

### Additional Owners Corporation Information:

OC037540J 07/12/2017

### Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 101A	380	75
Lot 102A	380	75
Lot 103A	395	80
Lot 104A	400	85
Lot 105A	385	75



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/02/2024 11:24:29 AM

OWNERS CORPORATION 3  
PLAN NO. PS721311M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106A	385	75
Lot 107A	380	75
Lot 108A	370	70
Lot 109A	385	75
Lot 110A	390	80
Lot 111A	395	75
Lot 112A	380	75
Lot 113A	380	75
Lot 201A	385	75
Lot 202A	385	75
Lot 203A	395	75
Lot 204A	400	85
Lot 205A	380	75
Lot 206A	380	75
Lot 207A	380	75
Lot 208A	370	70
Lot 209A	380	75
Lot 210A	385	80
Lot 211A	395	75
Lot 212A	385	75
Lot 213A	385	75
Lot 301A	390	75
Lot 302A	390	75
Lot 303A	400	75
Lot 304A	410	85
Lot 305A	385	75
Lot 306A	385	75
Lot 307A	385	75
Lot 308A	375	70



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/02/2024 11:24:29 AM

**OWNERS CORPORATION 3  
PLAN NO. PS721311M**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 309A	385	75
Lot 310A	390	80
Lot 311A	400	75
Lot 312A	390	75
Lot 313A	390	75
Lot G63	820	205
Lot G64	580	145
Lot G65	400	100
Lot G66	340	85
<b>Total</b>	<b>17225.00</b>	<b>3495.00</b>

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

Statement End.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 23 February 2024 11:26 AM

## PROPERTY DETAILS

Address: **201/24 OLEANDER DRIVE MILL PARK 3082**  
 Lot and Plan Number: **Lot 208A PS721311**  
 Standard Parcel Identifier (SPI): **208A\PS721311**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **1013523**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 183 D12**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

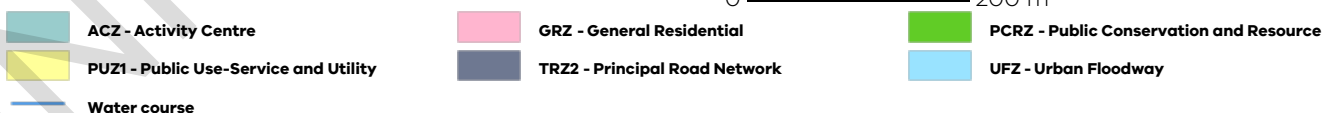
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 2 \(ACZ2\)](#)

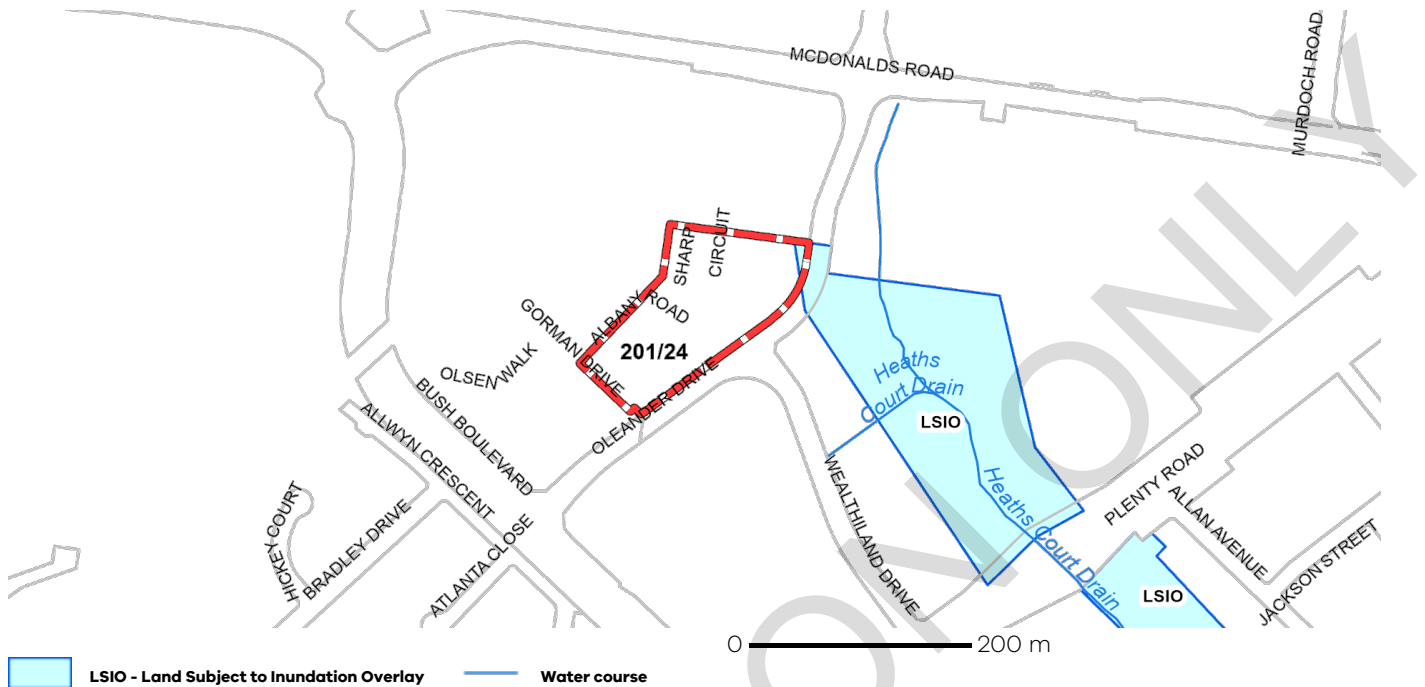


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

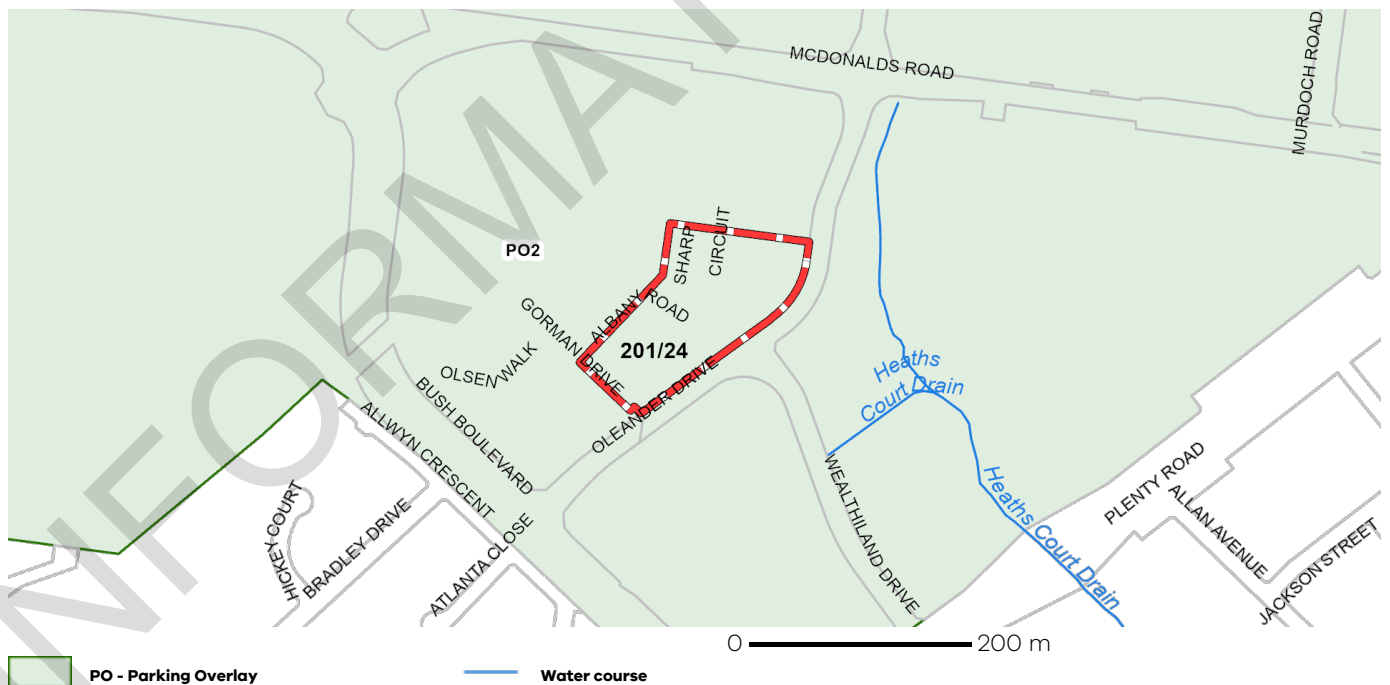
[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)



[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 2 SCHEDULE \(PO2\)](#)



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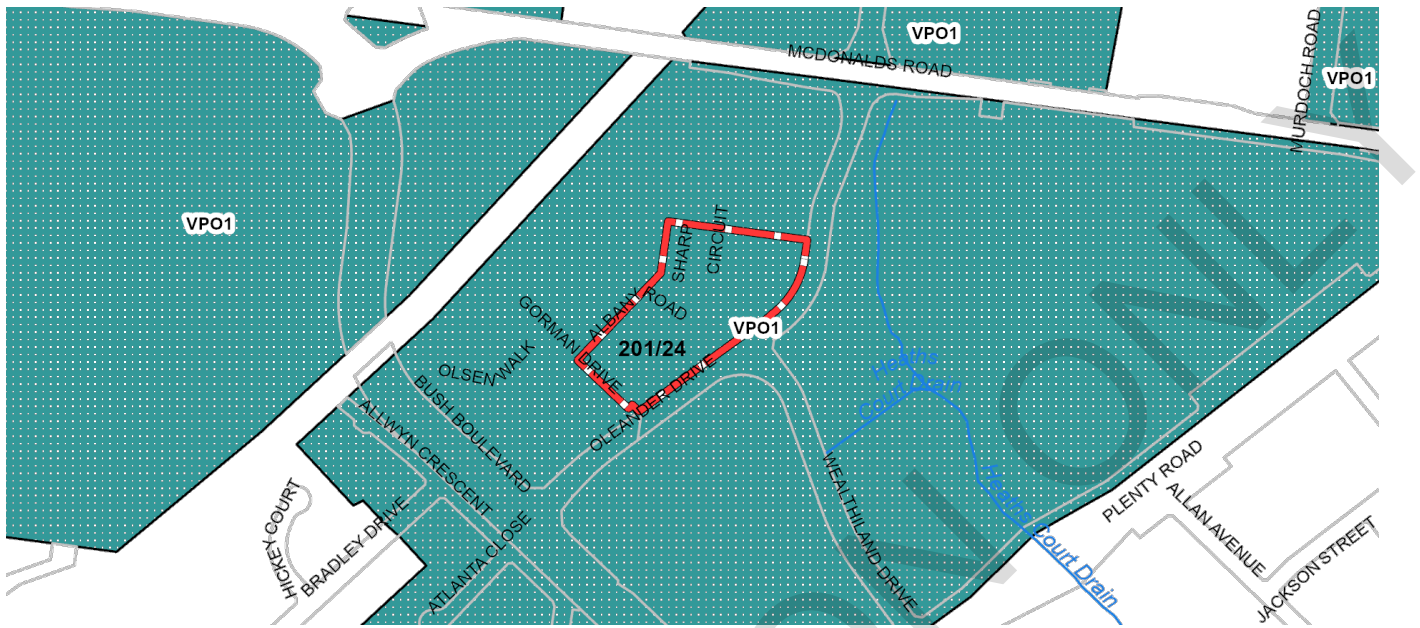
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



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

### OTHER OVERLAYS

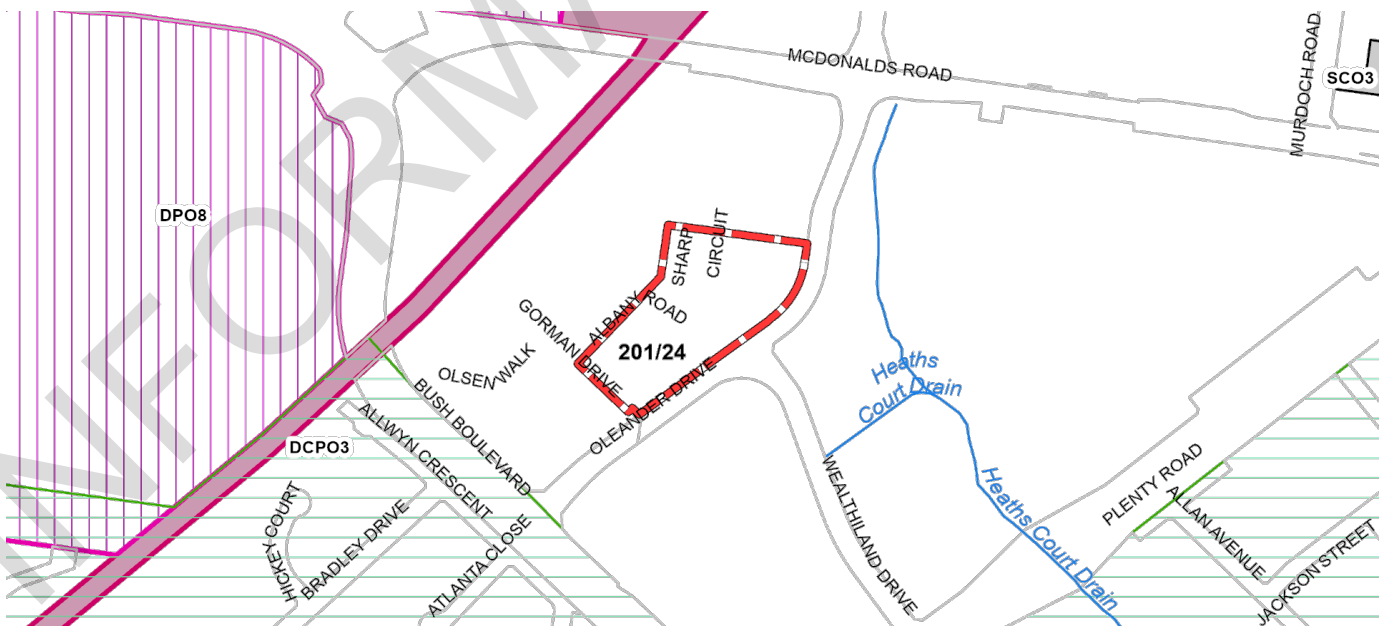
Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT PLAN OVERLAY (DPO)

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)



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

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## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

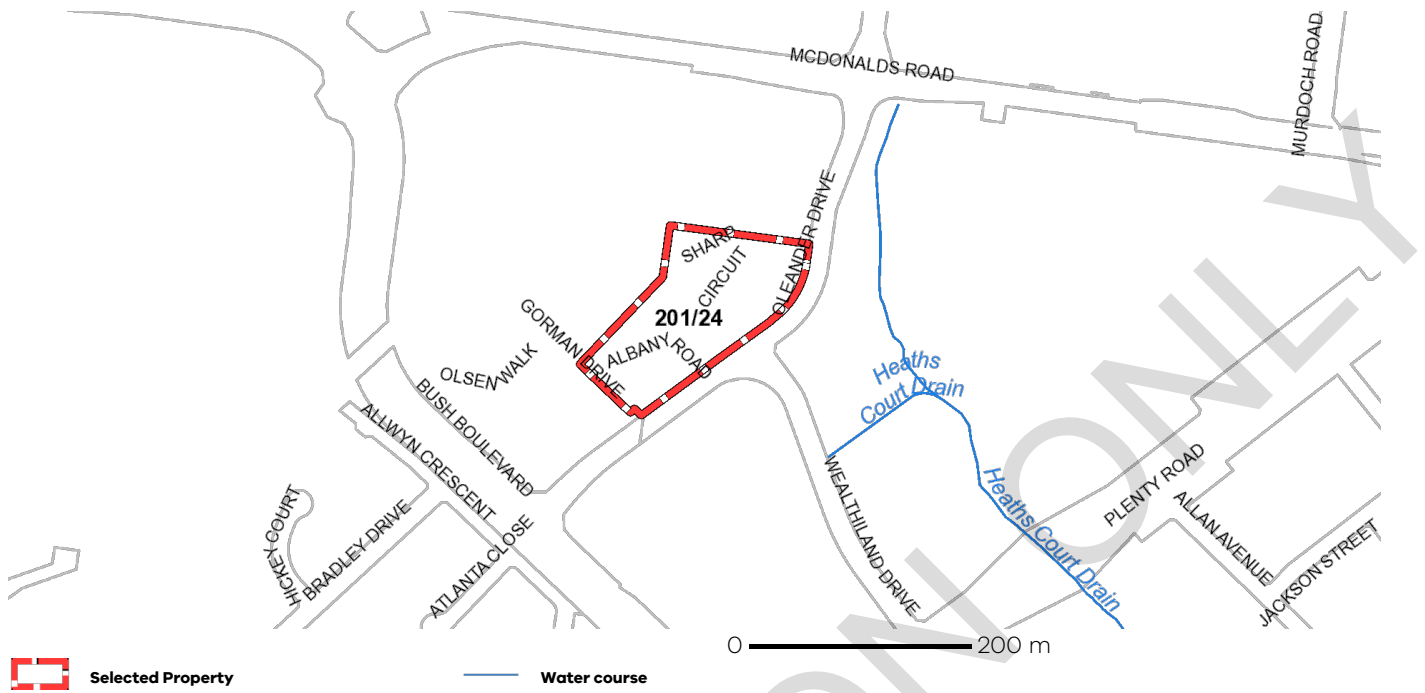
Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local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

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

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



## Area Map



INFORMATION ONLY