



# Contract of Sale of Land

Property:

**20 Springbank Road, Wollert VIC 3750**

**Conveyancing Legal Hub**  
95 Tom Roberts Parade  
POINT COOK VIC 3030  
Tel: 0420466555  
Ref: TD:VJ:CLH411

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2026

**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 ...../...../2026

**Print names(s) of person(s) signing:** Jignesh Niranjn Kapadia .....

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

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

## Table of Contents

Particulars of Sale .....	5
Special Conditions .....	8

INFORMATION ONLY

# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Rata & Co.  
Address: \_\_\_\_\_  
Email: sold@rataandco.com.au  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Vendor

Name: Jignesh Niranjn Kapadia  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Conveyancing Legal Hub  
Address: 95 Tom Roberts Parade, Point Cook VIC 3030  
Email: Tanu@theclh.com.au  
Tel: 0420466555 Mob: 0420466555 Fax: \_\_\_\_\_ Ref: CLH411

## Purchaser's estate agent

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

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11883 Folio 011	3319	PS 734563K

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: 20 Springbank Road, Wollert VIC 3750

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

- **The Garden Shed, along with the gardening equipment inside the shed, will be included in the sale of the property.**

**Payment**

Price \$ \_\_\_\_\_  
Deposit \$ \_\_\_\_\_ By \_\_\_\_\_ (of which \_\_\_\_\_ has been paid)  
Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

- General condition 15 applies only if the box is checked

**Bank guarantee**

- General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**is due on**

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

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

**Lease** (general condition 5.1)

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

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- 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)

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

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

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

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

INFORMATION ONLY

# Special Conditions

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

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

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

**Special condition 1 – Payment**

General condition 11 is replaced with the following:

**11. PAYMENT**

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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**

General condition 12.4 is added:

- 12.4 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 13.3 is replaced with the following:

- 13.3 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 13.1(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 – Adjustments**

General condition 15.3, 15.4 and 15.5 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.
- 15.4 Land tax is not an adjustable item. General Condition 23(2)(b) of this Contract does **not** apply.
- 15.5 If any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.
- 15.6 It is imperative that adjustments be prepared by the Purchaser's representative and submitted to Settlement Partners, along with updated certificates, no later than three (3) business days preceding the scheduled settlement date. Failure to comply with this requirement will result in the Purchaser incurring an administration fee of \$220.00, inclusive of GST, payable to Settlement Partners. This fee is attributed to the delay in receiving the Statement of Adjustments.
- 15.7 If the rates (incl. Council rate, water rate, Owners Corporation Fees) and other outgoings (excluding State Land Tax) are not separately rated at settlement, then the amount of each rate, tax and other outgoings to be adjusted between the Vendor and Purchaser shall be that proportion of same which the lot liability of the Lot hereby sold bears to the total lot liability of all the lots on the Plan.
- 15.8 The vendor covenants and warrants to the Purchaser that he shall pay all such rates, taxes and other outgoings as when same are assessed and due for payment.
- 15.9 The Purchaser shall not require that any such rate or tax be paid by or on behalf of the Vendor prior to it being so assessed and due for payment.
- 15.10 All such rates, taxes and other outgoings shall be adjusted between the Vendor and the Purchaser on the basis that they have been paid.
- 15.11 It is further agreed that adjustments of rates, charges and like outgoings on the Settlement Date shall be made on the basis that the Purchaser accepts responsibility for all such unpaid rates, charges, and like outgoings accruing following the Settlement Date.

**Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
  - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange

- (b) Australia Ltd or any other electronic conveyancing system agreed by the parties; and the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

**15B. GST WITHHOLDING**

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) Otherwise comply, or ensure compliance, with this general condition despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
  - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6. However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
    - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
    - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
  - (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 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.

15B.10 The vendor warrants that:

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

15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

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

15B.12 This general condition will not merge on settlement.

**Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

**Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**Special condition 8 – Electronic conveyancing**

- 8.1 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.
- 8.2 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.

- 8.3 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*.
- 8.4 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.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

**Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

**Special condition 10 – Bank guarantee**

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

**Special condition 11 – Building report**

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 12 – Pest report**

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

**Special condition 13 – Acceptance of Property**

- 13.1 The Purchaser has inspected and accepts the property in its current state of repair.
- 13.2 The Vendor does not warrant or represent that:
- (a) The land is identical to the land described in the Particulars of Sale; or
  - (b) The property complies with any laws affecting the land and the requirements of any municipal or statutory authority.
- 13.3 The Vendor makes no warranty or representation as to the condition of the property.
- 13.4 Notwithstanding any other provision in this contract (including the particulars of sale). The purchaser acknowledges that the vendor may leave on the property at settlement any chattels whatsoever including but not limited to refuse, rubbish, building debris, glass, furniture, plant, equipment, personal items and materials which the vendor does not wish to

remove from the property ('Abandoned Chattels'). ON settlement, title, risk and responsibility in the Abandoned chattels passes to the purchaser.

- 13.5 The purchaser must not require the vendor to remove the abandoned chattels at settlement.
- 13.6 The purchaser must not object, seek compensation or refuse to complete this contract because some or all of the Abandoned Chattels remain on the property at settlement or have been removed.
- 13.7 The Purchaser acknowledges and agrees that the Vendor may, at their discretion, arrange for the disconnection of utility services to the property prior to or at settlement, including but not limited to electricity, gas, internet, and water.
- 13.8 The Purchaser shall not object to or make any claim against the Vendor in relation to the disconnection of such services.
- 13.9 Should the Purchaser wish to inspect or test any such utility services during the final inspection, the Purchaser shall be responsible for arranging temporary reconnection (if permitted by the relevant utility provider) at their own cost and risk.
- 13.10 The Vendor shall bear no responsibility for the availability, functionality, or reconnection of utility services after disconnection, and the Purchaser accepts responsibility for connection of all services post-settlement.

**Special condition 14 – Restrictions**

- 14.1 The purchaser buys the property subject to the following restrictions ('Restrictions'):
- (a) Any misdescription of the land or inaccuracy in the area or measurements of the land; or
  - (b) Any laws affecting the land and any failure to comply with those laws; or
  - (c) Any rights of or claims by any municipal or statutory authority; or
  - (d) Any improvements not being erected within the boundaries of the land; or
  - (e) Any improvements encroaching onto the land; or
  - (f) The Condition of the Property
- 14.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price in connection with any Restriction.
- 14.3 The Purchaser may not call upon the Vendor to:
- (a) Amend Title or to bear the cost of amending Title; or
  - (b) Fix any Restriction or to bear the cost of fixing any restriction.

**Special condition 15 – Bank Cheques**

The number of cheques allowed by the purchaser under General Condition 11.6 of the Contract is amended as follows;

The Vendor is entitled to have ten (10) cheques that are required by the Vendor for settlement.

**Special condition 16 – Nomination**

- 16.1 General Condition 18 of the Contract is to be deleted entirely and to be replaced as follows;
- The Purchaser may, at least 14 days before settlement nominates a substitute or additional purchaser. The Purchaser must deliver to the Vendor's Solicitor:
- (a) A completed and executed notice of nomination;
  - (b) A copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional purchaser;
  - (c) If the nominee is or includes a proprietary company, a guarantee in the form annexed to this Contract executed by that company's directors, and
  - (d) A cheque payable by the nominee to the vendor's legal representative or conveyancer for \$220 being, their costs for advising the Vendor on compliance with this Condition.
- 16.2 The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.

**Special condition 17 – Default**

- 17.1 Without limiting the vendor's rights or any other obligations of the Purchaser, if the Vendor serves a notice of default on the Purchaser under this contract, to remedy the default the purchaser must pay;
- (a) Expenses incurred by the Vendor as a result of the default including;
  - (b) All legal expenses and disbursements (calculated on a solicitor and client basis) incurred in preparing and serving the notice of default and providing advice; and
  - (c) all additional costs incurred by the Vendor including interest, discounts on bills and borrowing expenses which exceed the interest paid to the Vendor under General Condition 26; and
  - (d) Interest under General Condition 26.
- 17.2 The interest rate under General Condition 26 is amended to 4% per annum instead of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*.

**Special condition 18 – Delayed Settlement**

- 18.1 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 to the Due Date, the Purchaser must pay to the Vendor's solicitor or conveyancer an amount of \$400 plus GST representing the Vendor's additional legal costs and disbursements. The Purchaser also agrees to pay \$220 for every subsequent changes to the settlement date.

**Special condition 19 – Disclosure of Surface Level Works**

- 19.1 The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act that details of all works affecting the natural surface level of the Lot sold or any land abutting the Lot in the same subdivision as the Lot which:
- (a) have been carried out on the Land after the certification of the Plan before the date of this Contract; or
  - (b) are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land, are set out in the plan of surface level works attached as Annexure B to this Contract.
- 19.2 The Purchaser acknowledges and agrees that the Vendor does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Vendor and/or the Developer at any time and the Purchaser must rely on its own enquires and investigations in respect of such fill classification.
- 19.3 The Purchaser must not exercise any Purchaser Rights in respect of any works affecting the natural surface level of the Property or any land abutting the Property which is in the same subdivision as the Property disclosed to the Purchaser in accordance with section 9AB of the Sale of Land Act, including if those works are not consistent with the works described in Annexure B.

**Special condition 20 - FIRB**

- 20.1 The purchaser acknowledges that they do not require FIRB approval for the purchase of the property, as the purchaser is not a foreign person under the Foreign Acquisitions & Takeovers Act 1975 (Cth).

**Special condition 21 - Early Possession by Purchaser(s)**

- 21.1 In the event that the Purchaser desires early possession of the property, contingent upon obtaining the Vendor's consent, it is necessary to execute a separate License Agreement between the parties to facilitate such an arrangement.
- 21.2 This License Agreement, as mentioned above, constitutes a distinct legal document, and is not considered an integral component of this Contract.
- 21.3 The associated expense for preparing the License Agreement, amounting to \$440, is to be borne by the Purchaser and payable to the Vendor's representative.

**Special condition 22 – Re-Sale Deed**

- 22.1 For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) may be required to enter into a Re-Sale Deed prior to settlement date. If so, the Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to:
- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
  - b) Execute three (3) copies of the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

**Special condition 23 – Variations**

- 23.1 The Purchaser acknowledges that following the signing of this contract by both parties, any request for a variation of the contract or an extension of time, not limited to altering the settlement date, extending finance loan approval, or extending the time for the Purchaser to fulfill any condition stipulated in this contract, may result in the Vendor incurring additional legal fees. Such fees amounting to \$120 for each separate request for variation or extension of time shall be borne by the Purchaser and allowed as an adjustment at settlement.

**Special Condition 24 – Finance and Extension requests**

- 24.1 If finance is not approved by the due date noted in this Contract of Sale and an extension is requested, any such extensions will be made on the basis that the 2 day grace period as provided under the General Conditions 14.2(c) of this Contract of Sale will no longer apply to any extensions granted.
- 24.2 If finance is declined, the purchaser must provide to the Vendors Representative a letter from the bank and/or financial institution evidencing compliance of General Condition 14 of this Contract of Sale. Should the purchaser fail to provide such letter within 2 days of notifying the Vendor and/or the Vendors Representative that finance has been declined, then the Purchaser will be in breach of this Contract of Sale. A letter from a mortgage broker/Mobile lender is not sufficient in this regard.

**Special Condition 24 - Building Work**

- 24.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.
- 24.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.
- 24.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.
- 24.4 The purchaser acknowledges that any improvements or alterations on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any 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 and shall not be deemed to constitute a defect in the vendors Title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections;
- 24.5 The purchaser acknowledges that they have inspected the property and goods prior to the Day of Sale and is aware of their condition and any deficiencies subject to any defects latent and patent. The purchaser cannot demand the goods to be in working order on the day of settlement or claim any compensation if they are not working. Any special conditions added onto as part of this Contract is deemed to be not valid and cannot be used to demand the same from the Vendor. The Purchaser is deemed to be in default under this Contract if settlement is delayed pursuant to Special Condition 24.

**Special condition 25 - Owners Corporate Certificate**

- 25.1 If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requisition, 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.

**Special condition 26- Error/s in Adjustments of Outgoings**

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

**Special condition 27- Adjustment of land tax**

- 27.1 Land tax is not an adjustable item. General Condition 23(2)(b) of this Contract does not apply.

**Special Condition 28 – Auction**

- 28.1 The Property is offered for sale by Public Auction Subject to the vendor's reserve Price. The Rules of conduct of the Auction shall be set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 or any Rules prescribed by regulation which modify or replace those Rules.

**Special condition 29 - Land Description**

- 29.1 The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended) Condition 3 of Table A of the Third Schedule of the Transfer of Land Act, 1958 shall not apply to this Contract.

**Special condition 30 - Swimming Pool and/or Spa**

- 29.1 In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

**Special condition 30 – Purchaser Acknowledgments**

30.1 The Purchaser acknowledges and agrees that they are purchasing the property as a result of their own enquiries and inspection:

- (a) In its 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; and
- (e) Subject to any non-compliance with the Local Government Act, or any ordinance under that Act in respect of any building or other structure/improvements/extensions/fencing on the land

30.2 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 special condition.

**Special condition 31 – Lease**

30.1 The Purchaser acknowledges and agrees that if any lease or tenancies with respect to the Property ends before Settlement, then the Purchaser accepts the Property as vacant possession at Settlement.

**Special condition 32 – Variations**

32.1 A Variation of any terms of this contract is not effective unless it is in writing and signed by all parties and the vendor's legal representative.

**Special condition 33 - Severability**

33.1 If any of the provisions of this Contract shall be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or enforceability or illegality (unless deletion of such provision or provisions would substantially alter the expressed or implied intent of the parties), will not effect the operation or interpretation of any other provisions of this Contract to the intent that the invalid, unenforceable or illegal provision or provisions would be treated for the purposes of this Contract as severed from this Contract.

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## General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

### Title

#### 1. ENCUMBRANCES

1.1 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 in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

#### 2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 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.

2.4 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 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.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2.6 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*.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

#### 3. IDENTITY OF THE LAND

3.1 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.

3.2 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.

#### 4. SERVICES

4.1 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.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 5. CONSENTS

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

## 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

## 7. RELEASE OF SECURITY INTEREST

7.1 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.

7.2 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

7.4 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.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
  - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
  - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 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 7.5 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 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.

7.11 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.

7.12 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 7.11.

7.13 If settlement is delayed under general condition 7.12 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **8. 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.

## **9. GENERAL LAW LAND**

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

9.2 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.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **Money**

### **10. SETTLEMENT**

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### **11. PAYMENT**

11.1 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.

11.2 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.

- 11.3 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.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on 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.

## 12. STAKEHOLDING

- 12.1 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 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
  - (b) if 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
  - (c) if 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.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

## 14. LOAN

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **15. ADJUSTMENTS**

15.1 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.

15.2 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.

## **Transactional**

### **16. TIME**

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

### **17. SERVICE**

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### **18. NOMINEE**

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

### **19. LIABILITY OF SIGNATORY**

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

### **20. 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.

### **21. NOTICES**

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

### **22. 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.

### **23. TERMS CONTRACT**

23.1 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.

23.2 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.

#### **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### **25. 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**

#### **26. INTEREST**

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

#### **27. DEFAULT NOTICE**

27.1 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.

27.2 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.

## **28. DEFAULT NOT REMEDIED**

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

**GUARANTEE and INDEMNITY**

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

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

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

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

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

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

this ..... day of ..... 2026

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>	20 SPRINGBANK ROAD, WOLLERT VIC 3750
-------------	--------------------------------------

Vendor's name	Jignesh Niranjn Kapadia	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: \$7,500.00

## 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

\$0.00	To	
--------	----	--

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

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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"/>
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## 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)*

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INFORMATION ONLY

# 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.

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser/S

From: Jignesh Niranjana Kapadia, 6 Harvey Circuit, Mawson Lakes SA 5095

Property Address: 20 Springbank Road, Wollert VIC 3750

Lot: 3319 Plan of subdivision: 734563K

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated:

Signed by the Vendor:

INFORMATION ONLY

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

VOLUME 11883 FOLIO 011

Security no : 124132490235D  
Produced 25/02/2026 06:28 PM

**LAND DESCRIPTION**

Lot 3319 on Plan of Subdivision 734563K.  
PARENT TITLE Volume 11878 Folio 502  
Created by instrument PS734563K 30/05/2017

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
JIGNESH NIRANJAN KAPADIA of 20 SPRINGBANK ROAD WOLLERT VIC 3750  
AW066438X 15/09/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW066439V 15/09/2022  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS734563K 30/05/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AH113884U 23/03/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AL101671V 22/05/2014

AGREEMENT Section 173 Planning and Environment Act 1987  
AL203388W 03/07/2014

**DIAGRAM LOCATION**

SEE PS734563K 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: 20 SPRINGBANK ROAD WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 15/09/2022

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

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DOCUMENT END

INFORMATION ONLY



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Document Identification	<b>PS734563K</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
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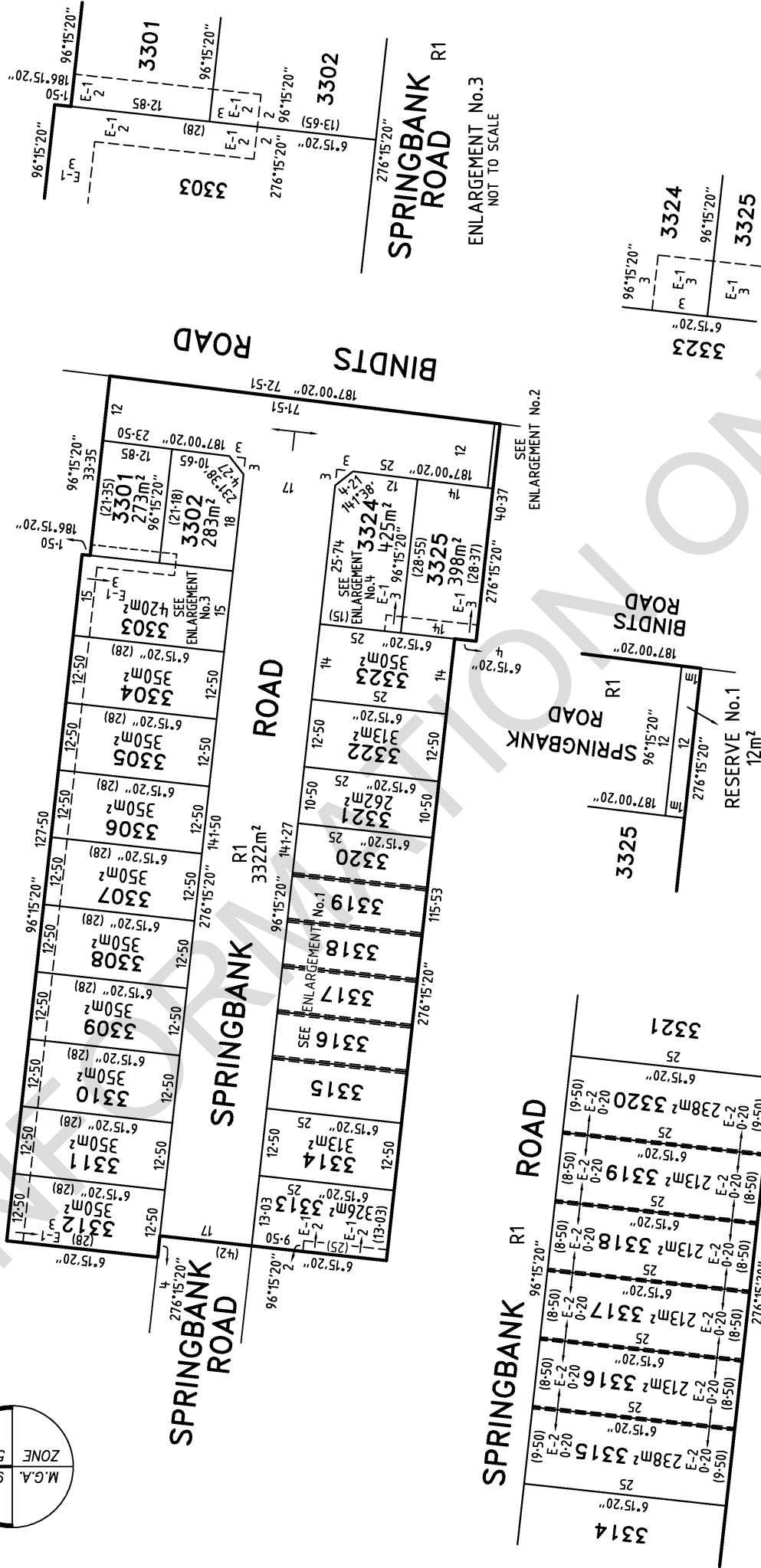
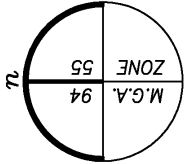
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<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS 734563K</b>
<b>LOCATION OF LAND</b> PARISH: WOLLERT TOWNSHIP: - SECTION: 11 CROWN ALLOTMENT: - CROWN PORTION: 1 (PART) TITLE REFERENCE: VOL 11878 FOL 502 LAST PLAN REFERENCE: LOT 33 ON PS734556G POSTAL ADDRESS: SPRINGBANK ROAD WOLLERT 3750 (at time of subdivision) MGA 94 E 327 180 Zone: 55 CO-ORDINATES: N 5 834 230 (approx. centre of land in plan)		Council Name: Whittlesea City Council Council Reference Number: 609081 Planning Permit Reference: 711401 SPEAR Reference Number: S076498B Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 30/08/2016 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has not been satisfied at Certification Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 24/05/2017) Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 21/04/2017	
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>	
<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>	<b>STAGING</b> This <del>is</del> is not a staged subdivision Planning Permit No. 711401	
ROAD R1 RESERVE No.1	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL	<b>DEPTH LIMITATION DOES NOT APPLY</b> <b>SURVEY</b> This plan is <del>is not</del> based on survey VIDE PS636382L This survey has been connected to permanent marks no(s) 8, 27, 43 In Proclaimed Survey Area No. -	
		AREA OF LAND SUBDIVIDED - 1.117ha LOTS 1 TO 3300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN	
<b>EASEMENT INFORMATION</b>			
<b>LEGEND:</b> E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement			
<b>SUBJECT LAND</b>	<b>PURPOSE</b>	<b>WIDTH (METRES)</b>	<b>ORIGIN</b> <b>LAND BENEFITED/IN FAVOUR OF</b>
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN      WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-2	PARTY WALL	SEE DIAG	THIS PLAN      THE RELEVANT ABUTTING LOT ON THIS PLAN
<b>EUCALYPT - 33</b>		LICENSED SURVEYOR    GEOFFREY JAMES TURNER	
<b>25 LOTS</b>			
<b>Bosco Jonson Pty Ltd</b> A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992		DATE 20/04/17      REFERENCE 27201333 VERSION F      DRAWING 2720133AF	
		Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd), Surveyor's Plan Version (F), 21/04/2017	
		ORIGINAL SHEET SIZE A3 SHEET 1 OF 3 SHEETS	
		PLAN REGISTERED TIME: 2:37 pm    DATE: 30 / 05 / 2017 Ian D Thomson Assistant Registrar of Titles	

PS 734563K

PLAN OF SUBDIVISION



ENLARGEMENT No.1  
SCALE 1:500

ENLARGEMENT No.2  
NOT TO SCALE

ENLARGEMENT No.4  
NOT TO SCALE



**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992

EUCALYPT - 33

LICENSED SURVEYOR GEOFFREY JAMES TURNER

DATE 20/04/17 REFERENCE 27201333  
VERSION F DRAWING 2720133AF

Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (F),  
21/04/2017

LENGTHS ARE IN METRES  
7.5 0 15 30

SCALE 1:750 ORIGINAL SHEET SIZE A3  
SHEET 2

# PLAN OF SUBDIVISION

# PS 734563K

## CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

## DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3301	3302, 3303
3302	3301, 3303
3303	3301, 3302, 3304
3304	3303, 3305
3305	3304, 3306
3306	3305, 3307
3307	3306, 3308
3308	3307, 3309
3309	3308, 3310
3310	3309, 3311
3311	3310, 3312
3312	3311
3313	3314

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3314	3313, 3315
3315	3314, 3316
3316	3315, 3317
3317	3316, 3318
3318	3317, 3319
3319	3318, 3320
3320	3319, 3321
3321	3320, 3322
3322	3321, 3323
3323	3322, 3324, 3325
3324	3323, 3325
3325	3323, 3324

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

- SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO. AA3272
- SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.  
THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.
- SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.  
THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

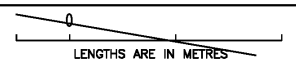
### EUCALYPT – 33

**Bosco Jonson Pty Ltd**  
 A.B.N 15 169 138 827  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE



DATE 20/04/17

REFERENCE 27201333

VERSION F

DRAWING 2720133AF

ORIGINAL SHEET SIZE A3

SHEET 3

Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd),  
 Surveyor's Plan Version (F),  
 21/04/2017

Digitally signed by:  
 Whittlesea City Council,  
 21/04/2017,  
 SPEAR Ref: S076498B

Security No : 124132490234E  
Produced 25/02/2026 06:28 PM

Volume 11883 Folio 011

**ACTIVITY IN THE LAST 125 DAYS**

NIL

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 15/09/2022

STATEMENT END

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



Section 181 Planning and Environment Act 1987

## AH113884U



### Form 18

Lodged by:

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

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

Land: Volume 10089 Folio 675 and 676

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

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

*David Turnbull*

Name of officer:

DAVID TURNBULL

Position held:

CEO

Date:

10/3/10



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555

Date / /2010

**AH113884U**

23/03/2010 \$102.90 173

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

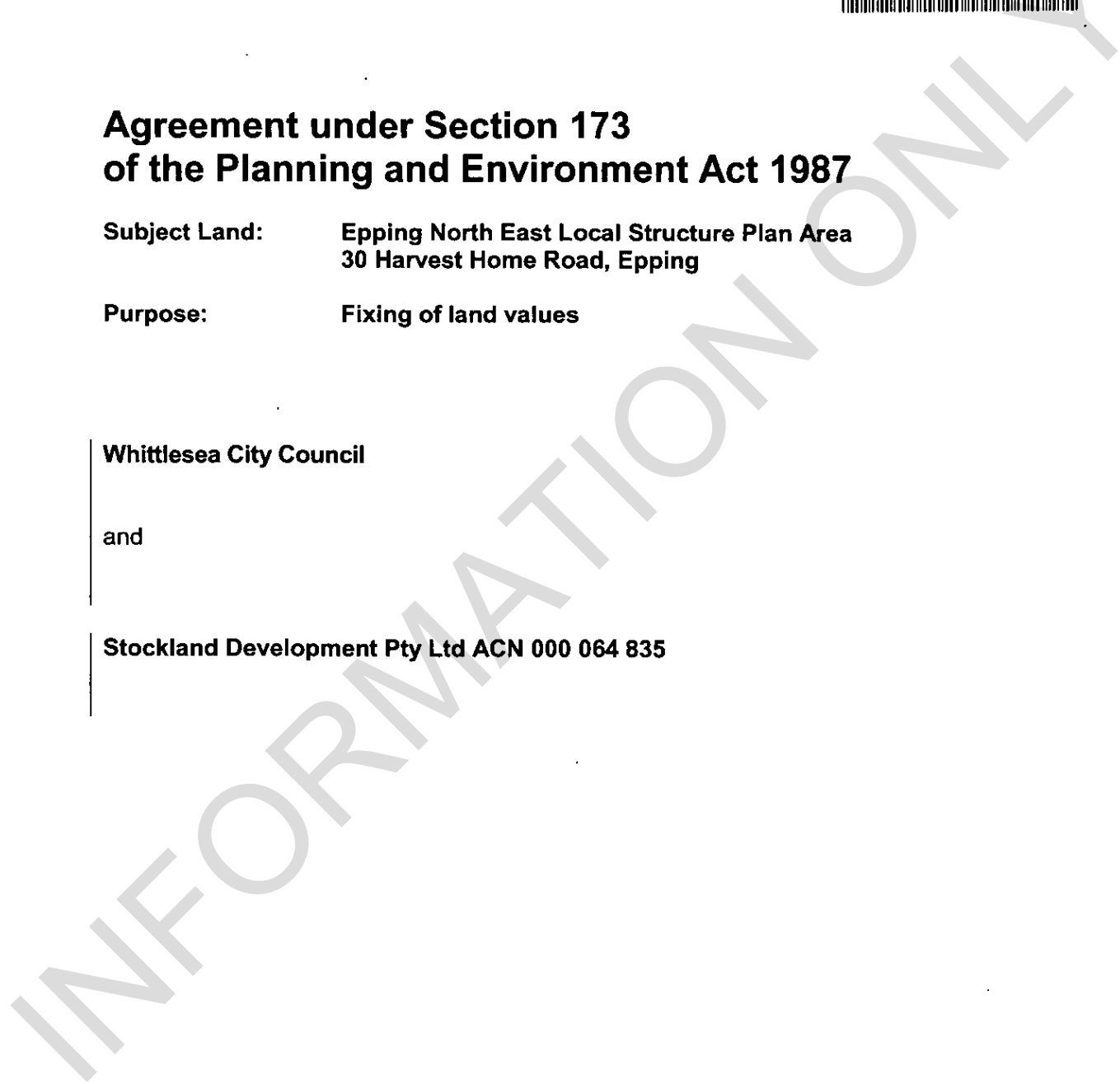
**Subject Land: Epping North East Local Structure Plan Area  
30 Harvest Home Road, Epping**

**Purpose: Fixing of land values**

**Whittlesea City Council**

and

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

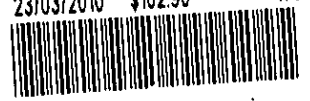




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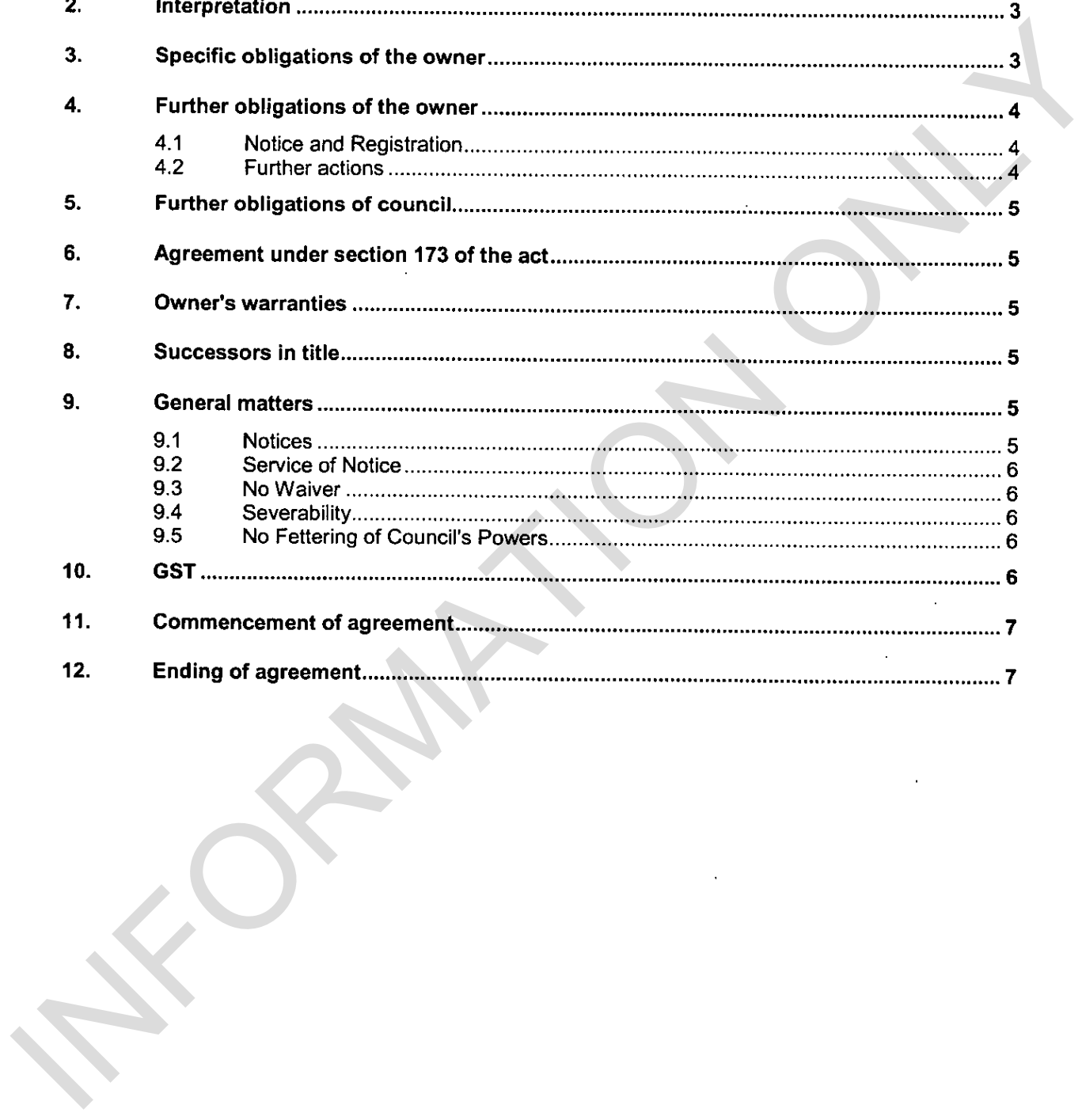
AH113884U

23/03/2010 \$102.90 173



# Contents

1.	Definitions .....	2
2.	Interpretation .....	3
3.	Specific obligations of the owner .....	3
4.	Further obligations of the owner .....	4
	4.1 Notice and Registration .....	4
	4.2 Further actions .....	4
5.	Further obligations of council.....	5
6.	Agreement under section 173 of the act.....	5
7.	Owner's warranties .....	5
8.	Successors in title.....	5
9.	General matters .....	5
	9.1 Notices .....	5
	9.2 Service of Notice.....	6
	9.3 No Waiver .....	6
	9.4 Severability.....	6
	9.5 No Fettering of Council's Powers.....	6
10.	GST .....	6
11.	Commencement of agreement.....	7
12.	Ending of agreement.....	7





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

DATE / /2010

**AH113884U**

Dated / /

23/03/2010 \$102.90 173

## Parties

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

Name	<b>STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835</b>
Address	Level 7, 452 Flinders Street, Melbourne, Victoria
Short name	<b>Owner</b>

## Background

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





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**Subject Land** means being the land comprised in Certificates of Title Volume 10089 Folio 675 and 676 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.



**2. Interpretation**

In this Agreement unless the context admits otherwise:

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

**3. Specific obligations of the owner**

Council and the Owner acknowledge and agree that:

**Compensation payable by Council to the Owner**

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

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



# Maddocks

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

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

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

---

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

### **4.1 Notice and Registration**

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

### **4.2 Further actions**

The Owner further covenants and agrees that:

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

# AH113884U

23/03/2010 \$102.90 173





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**9.2 Service of Notice**

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

**9.3 No Waiver**

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

**9.4 Severability**

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

**9.5 No Fettering of Council's Powers**

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

---

**10. GST**

10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

**AH113884U**

23/03/2010 \$102.90 173





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---

**11. Commencement of agreement**

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

---

**12. Ending of agreement**

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

INFORMATION ONLY

**AH113884U**

23/03/2010 \$102.90 173





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

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

*[Handwritten signature]*

Chief Executive Officer

.....

Councillor

Executed by STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835 by its Attorney *BRAD GADSON* under a Power of Attorney dated *28/1/09* in the presence of:

*[Handwritten signature]*

*[Handwritten signature]*

Witness

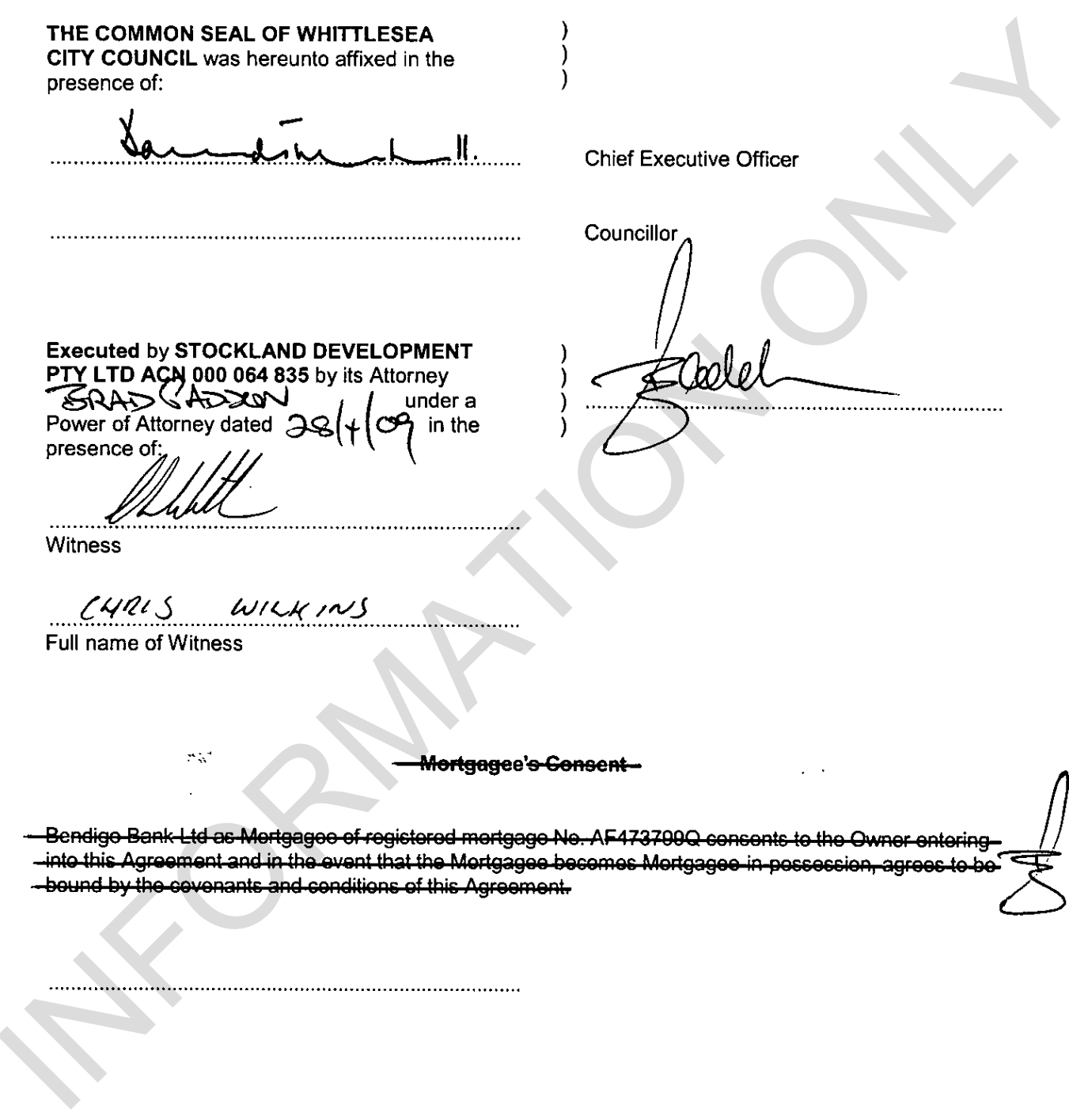
*CHRIS WILKINS*

Full name of Witness

~~Mortgagee's Consent~~

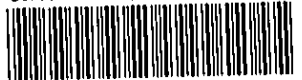
~~Bendigo Bank Ltd as Mortgagee of registered mortgage No. AF473700Q consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.~~

*[Handwritten signature]*



AH113884U

23/03/2010 \$102.90 173





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**AL101671V**

22/05/2014 \$113 173



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

Section 181 Planning and Environment Act 1987

Lodged by

Name: Stockland Development Pty Ltd

Phone: 9095 5074

Address: Level 7/452 Flinders Street Melbourne

Reference: Alison Calleja

Customer Code: 2944C

The responsible authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: *Volume 11425 Folio 296,297,300 & 299*

Responsible authority: *Whittlesea City Council*

Section and Act under which agreement made : Section 173

A copy of the agreement is attached to this application:

Date: *21/5/2014*

Signature for responsible authority: *Roger Sucic*

Name of officer: (full name) *ROGER SUCIC*

INFORMATION ONLY

**AL101671V**



**NORTON ROSE FULBRIGHT**

Dated 21 MAY 2014

## **Planning agreement**

**30 Harvest Home Road, Wollert**

Parties

**Whittlesea City Council**

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

Tamara Brezzi  
Norton Rose Fulbright Australia  
Level 11, 485 Bourke Street  
Melbourne Vic 3000  
Tel: +61 3 8686 6226  
nortonrosefulbright.com  
Our ref: TNB/PGP: 2810124

INFORMATION ONLY

**AL101671V**

22/05/2014

\$113

173



**Contents**

1 Definitions and interpretation.....2

2 Interpretation.....3

3 Specific obligations of the Owner .....3

4 Obligations run with the land .....3

5 Further obligations of the Owner .....3

6 Further assurance .....4

7 Agreement under section 173 of the Act .....4

8 Owner's warranties .....4

9 Planning objectives.....4

10 Successors in title.....4

11 Goods and services tax .....5

12 General matters .....5

13 Commencement of Agreement.....6

14 Amendment .....7

15 Counterparts .....7

16 Ending of Agreement.....7

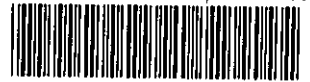
17 Ending of Previous Agreement.....7

Schedule 1 Conservation Management Plan referred to in Recital F .....9

INFORMATION ONLY

**AL101671V**

22/05/2014 \$113 173



**Agreement** dated 21 MAY 2014

**Parties** **Whittlesea City Council**  
of 25 Ferres Boulevard, South Morang in the State of Victoria  
(the **Responsible Authority**)

**Stockland Development Pty Ltd (ACN 000 064 835)**  
of Level 25, 13 Castlereagh Street, Sydney in the state of New South Wales  
(the **Owner**)

**Recitals**

**A** The Responsible Authority is responsible for the administration and enforcement of the Whittlesea Planning Scheme (**Planning Scheme**) pursuant to the provisions of the Act.

**B** The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in:

A Certificate of Title Volume 11425 Folio 296 being Lot B on Plan of Subdivision 702789M;

B Certificate of Title Volume 11425 Folio 297 being Lot C on Plan of Subdivision 702789M;

C Certificate of Title Volume 11425 Folio 300 being Lot E on Plan of Subdivision 702789M; and

D Certificate of Title Volume 11425 Folio 299 being Lot F on Plan of Subdivision 702789M.

and commonly known as 30 Harvest Home Road, Wollert (the **Land**).

**C** On 14 October 2009, the Responsible Authority issued Planning Permit No. 711401 for the staged multi lot subdivision (Eucalypt – Stages 13 to 34), removal of dry stone walls, works within a heritage overlay and construction of a dwelling on each lot less than 300m<sup>2</sup> squared. On both 7 and 8 March 2011, the Responsible Authority approved an amendment to Planning Permit No. 711401 (**Planning Permit**).

**D** Condition 29 of the Planning Permit, provides as follows:

*"Prior to the issue of the Statement of Compliance for the first stage of subdivision, unless otherwise agreed by the Responsible Authority, the permit holder must prepare a Conservation Management Plan for the land at 30 Harvest Home Road and 50C Lehmans Road, Wollert. The Conservation Management Plan must be prepared to the satisfaction of the Responsible Authority and the Department of Sustainability and Environment (DSE). The Plan must provide:*

(a) *The early securing and fencing of the land from subdivision construction activity,*

(b) *Protection of all areas proposed for conservation rehabilitation, revegetation and landscaping,*

(c) *Pest plant and animal control, soil stabilisation, ongoing maintenance and timing and staging of all works,*

AL101671V



- (d) *Implementation of native vegetation offset measures required pursuant to Planning Permit No. 711447 for the site.*

*The permit holder must enter into an agreement with the Responsible Authority pursuant to section 173 of the Planning and Environment Act 1987, which requires implementation of the Conservation Management Plan*

*The costs of the preparation and execution of the Agreement should be borne by the permit holder."*

- E** On 5 May 2014, the Responsible Authority endorsed the conservation management plan prepared by Paul Kelly & Associates dated 10 April 2014 entitled *Stockland Trust – 30 Harvest Home Road Conservation Management Plan (Revised)* which is annexed at Schedule 1 to this Agreement (**Conservation Management Plan**).
- F** The parties enter into this Agreement to facilitate the requirements referred to in Recital D above.

## **It is agreed**

### **1 Definitions and interpretation**

#### **1.1 Definitions**

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

- (1) **Act** means the Planning and Environment Act 1987;
- (2) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) **Conservation Management Plan** means the conservation management plan described in recital E;
- (4) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time;
- (5) **Land** means the land described in Recital B;
- (6) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (7) **Planning Permit** means the Planning Permit described in Recital C including the plans endorsed under it.
- (8) **Planning Scheme** means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (9) **Responsible Authority** means Whittlesea City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (10) **Tribunal** means the Victorian Civil and Administrative Tribunal.

**AL101671V**



## **2 Interpretation**

In this Agreement, unless the context indicates otherwise:

A reference to this Agreement includes any variation or replacement of it.

- (1) The singular includes the plural and the plural includes the singular.
- (2) A reference to a gender includes a reference to each other gender.
- (3) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (4) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (5) A reference to a statute includes any subordinate instruments made under that statute.
- (6) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (7) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (8) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (9) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

## **3 Specific obligations of the Owner**

The Owner agrees that, unless otherwise agreed with the Responsible Authority, it will implement the measures and actions detailed in the Conservation Management Plan excluding those measures and actions which are identified in the Conservation Management Plan as being the responsibility of the Responsible Authority.

## **4 Obligations run with the land**

The obligations of the owner under this Agreement, take effect as separate and several covenants which are annexed to and run at law and equity with the Land. If the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

## **5 Further obligations of the Owner**

The Owner further agrees that:

### **5.1 Notice and registration**

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

**AL101671V**



**5.2 Mortgagee to be bound**

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

**5.3 Registration of Agreement**

The Owner will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

**5.4 Responsible Authority's costs to be paid**

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on the Land until paid.

**5.5 Responsible Authority access**

The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the Owner.

**6 Further assurance**

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

**7 Agreement under section 173 of the Act**

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

**8 Owner's warranties**

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

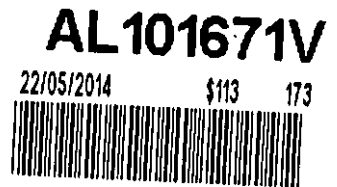
**9 Planning objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

**10 Successors in title**

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

- (1) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and



(2) execute a deed agreeing to be bound by the terms of this Agreement.

## **11 Goods and services tax**

### **11.1 Definitions and expressions**

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

### **11.2 Liability to pay any GST**

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

### **11.3 Costs**

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

### **11.4 Tax Invoice**

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

## **12 General matters**

### **12.1 Service of notice**

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

### **12.2 Time of service**

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;

**AL101671V**



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

### **12.3 No waiver**

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

### **12.4 Jurisdiction**

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

### **12.5 Severability**

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

### **12.6 Disputes**

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 12.6(2) and 12.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

### **12.7 No fettering of Responsible Authority's powers**

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

## **13 Commencement of Agreement**

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

**AL101671V**

22/05/2014 \$113 173



#### **14 Amendment**

The parties may agree in writing to amend this Agreement.

#### **15 Counterparts**

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

#### **16 Ending of Agreement**

This Agreement may come to an end by agreement between the parties in accordance with Section 177(2) of the Act.

Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

#### **17 Ending of Previous Agreement**

Upon commencement of this Agreement, the parties agree that the agreement entered into pursuant to section 173 of the Act dated 20 September 2010 registered under dealing number AH529207V on 30 September 2010 (**Previous Agreement**) will end in respect of the Land.

Once the Previous Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.



**Executed** by the parties as a deed.

**SIGNED SEALED AND DELIVERED**  
~~by the Chief Executive Officer~~ on behalf of  
**WHITTLESEA CITY COUNCIL** pursuant  
~~to an Instrument of Delegation authorised~~  
~~by Resolution of the Council in the~~  
~~presence of:~~

)  
)  
)  
)  
)  
)  
)

Witness

DELEGATE: *Roger Sucic*  
*Roger Sucic*

Name of witness  
(BLOCK LETTERS)

Signed for and on behalf of **STOCKLAND  
DEVELOPMENT PTY LTD ACN 000 064 835** by  
attorney under power of attorney dated 11 May 2011  
in the presence of:

11 May 2011

*Mark Ham*  
Signature of witness

*[Signature]*  
Name of attorney (BLOCK LETTERS)

*MARK HAM*  
Name of witness (BLOCK LETTERS)

*LEVEL 7, 452 FLINDERS ST,  
MELBOURNE*  
Address of witness

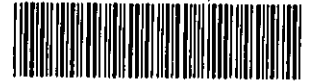
**AL101671V**



Executed for and on behalf of Stockland  
Development Pty Ltd by its  
attorney *Michael Glin Davis*  
under the power of attorney dated 11th May  
2011 A certified copy of which is filed in the  
Permanent Order book No. 277  
Page 030 Item 28.

**AL101671V**

22/05/2014 \$113 173



## **Schedule 1 Conservation Management Plan**

The Conservation Management Plan which is Annexure 1 has been removed from this counterpart of the Section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Section 173 Agreement which are held by:

- The Responsible Authority;
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

INFORMATION ONLY



# Imaged Document Cover Sheet

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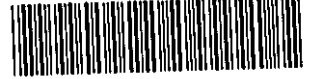
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**AL203388W**

03/07/2014 \$116.50 173



Application by  
Responsible Authority,  
for the making of a recording of an  
agreement  
Section 181(1) Planning and Environment Act 1987

Lodged by:  
Name: Norton Rose Fulbright Australia  
Phone: 8686 6000  
Address: RACV Tower, 485 Bourke Street, Melbourne  
Ref: TNB/PGP: 2810124  
Customer Code: 1724X

**Privacy Collection Statement**  
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 11425 Folio 299  
Authority or council: Whittlesea City Council  
Section and Act under which agreement made: Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this application

Date: 13 JUNE 2014

Signed: *Roger Susic*  
Name: ROGER SUSIC  
Office held: MANAGER QADA

**AL203388W**

03/07/2014 \$116.50 173



**NORTON ROSE FULBRIGHT**

Dated 17 June 2014

## **Planning agreement**

**2A Muzzlewood Way, Wollert**

Parties

**Whittlesea City Council**

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

Tamara Brezzi  
Norton Rose Fulbright Australia  
Level 11, 485 Bourke Street  
Melbourne Vic 3000  
Tel: +61 3 8686 6226  
nortonrosefulbright.com  
Our ref: TNB/PGP: 2810124

INFORMATION ONLY

**AL203388W**



**NORTON ROSE FULBRIGHT**

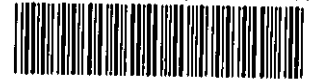
**Contents**

1	Definitions and interpretation .....	2
2	Interpretation .....	3
3	Specific obligations of the Owner .....	3
4	Obligations run with the land.....	4
5	Further obligations of the Owner .....	4
6	Further assurance .....	4
7	Agreement under section 173 of the Act .....	4
8	Owner's warranties .....	5
9	Planning objectives .....	5
10	Successors in title .....	5
11	Goods and services tax .....	5
12	General matters .....	5
13	Commencement of Agreement.....	7
14	Amendment.....	7
15	Counterparts .....	7
16	Ending of Agreement .....	7
17	Removal of the Agreement from the Land.....	7
	Schedule 1 Whittlesea Planning Scheme Map HO 17 (as at 27 May 2014).....	10
	Schedule 2 Heritage Conservation Management Plan .....	11

INFORMATION ONLY

**AL203388W**

03/07/2014 \$116.50 173



**Agreement** dated 17 June 2014

**Parties** **Whittlesea City Council**  
of 25 Ferres Boulevard, South Morang in the State of Victoria  
(the **Responsible Authority**)

**Stockland Development Pty Ltd (ACN 000 064 835)**  
of Level 25, 13 Castlereagh Street, Sydney in the state of New South Wales  
(the **Owner**)

**Recitals**

- A** The Responsible Authority is responsible for the administration and enforcement of the Whittlesea Planning Scheme (**Planning Scheme**) pursuant to the provisions of the Act.
- B** The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described as Volume 11425 Folio 299 being Lot F on Plan of Subdivision 702789M and commonly known as 2A Muzzlewood Way, Wollert (**Land**).
- C** A part of the Land is subject to Heritage Overlay (Schedule 79) which recognises a Bluestone House, outbuildings and drystone walls as a heritage place within the Planning Scheme. The part of the Land that Heritage Overlay (Schedule 79) applies to is the land identified as 'HO79' on Whittlesea Planning Scheme Map HO 17 (as at 27 May 2014) which is annexed at Schedule 1 to this Agreement (**Heritage Lot**).
- D** On 14 October 2009, the Responsible Authority issued Planning Permit No. 711401 for the staged multi lot subdivision (Eucalypt – Stages 13 to 34), removal of dry stone walls, works within a heritage overlay and construction of a dwelling on each lot less than 300m<sup>2</sup> squared. On both 7 and 8 March 2011, the Responsible Authority approved an amendment to Planning Permit No. 711401 (**Planning Permit**).
- E** Condition 8 of the Planning Permit, provides as follows:
  - "Prior to the approval of construction plans for the first stage of subdivision (unless otherwise agreed in writing by the Responsible Authority), the permit holder must prepare a conservation management plan for the site to the satisfaction of the Responsible Authority. The conservation management plan must be prepared by a suitably qualified or experienced heritage consultant, in consultation with Council and must include the following:*
    - (a) *Photographic record of the heritage place;*
    - (b) *Recommendations with regard to appropriate conservation and/or interpretation of the heritage site;*
    - (c) *Recommendations for on-going management of the site;*
    - (d) *Specification of an appropriate landscaping theme for the area;*
    - (e) *Specification of an appropriate interpretive scheme for the site detailing its heritage significance;*
    - (f) *A schedule of works for immediate, priority or urgent works required to ensure the ongoing structural integrity and security (including exclusion*

**AL203388W**

03/07/2014 \$116.50 173



*fencing) of the heritage place and an agreed timeframe for implementing such works;*

- (g) *A schedule of works for the restoration of the heritage place including responsibilities for any future owner(s) of the heritage place and the costings of such works. The schedule of restoration works must set out and differentiate the responsibilities of the permit holder / developer and the requirements of any future owner(s) of the land. The restoration works must include requirements for future fencing of the heritage allotment and a landscape plan prepared by a suitably qualified landscape architect which takes into account the historic context of the site;*
- (h) *The incorporation of any requirements by Heritage Victoria, including the need to gain a Consent from Heritage Victoria for the disturbance or removal of any archaeological elements of the heritage place.*

*The permit holder must enter into a Section 173 Agreement to be registered on the title of the heritage lot prior to the issue of the Statement of Compliance for the stage of subdivision that creates the heritage lot, to provide for the ongoing implementation of the approved Heritage Conservation Management Plan.*

*The costs of the preparation and execution of the Agreement should be borne by the permit holder."*

- F** On 11 April 2014, the Responsible Authority endorsed the heritage conservation management plan prepared by Bryce Rayworth dated October 2012 entitled *30 Harvest Home Road, Wollert – Conservation Management Plan* which is annexed at Schedule 2 to this Agreement (**Heritage Conservation Management Plan**).
- G** The parties enter into this Agreement to facilitate the requirements referred to in Recital E above.

## **It is agreed**

### **1 Definitions and interpretation**

#### **1.1 Definitions**

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

- (1) **Act** means the Planning and Environment Act 1987;
- (2) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) **Heritage Conservation Management Plan** means the heritage conservation management plan described in recital F;
- (4) **Heritage Lot** means the land described in Recital C;
- (5) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time;
- (6) **Land** means the land described in Recital B;

**AL203388W**



- (7) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Heritage Lot and includes a Mortgagee in possession;
- (8) **Planning Permit** means the Planning Permit described in Recital C including the plans endorsed under it.
- (9) **Planning Scheme** means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (10) **Responsible Authority** means Whittlesea City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (11) **Tribunal** means the Victorian Civil and Administrative Tribunal.

## **2 Interpretation**

In this Agreement, unless the context indicates otherwise:

A reference to this Agreement includes any variation or replacement of it.

- (1) The singular includes the plural and the plural includes the singular.
- (2) A reference to a gender includes a reference to each other gender.
- (3) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (4) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (5) A reference to a statute includes any subordinate instruments made under that statute.
- (6) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (7) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (8) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

## **3 Specific obligations of the Owner**

The Responsible Authority and the Owner agree that:

- (1) The Heritage Conservation Management Plan applies to the Heritage Lot and does not apply to the remainder of the Land; and
- (2) The Owner will, where reasonably possible and unless otherwise agreed with the Responsible Authority, implement the recommendations detailed in part 7 of the Heritage Conservation Management Plan.

**AL203388W**

03/07/2014 \$116.50 173



#### **4 Obligations run with the land**

The obligations of the Owner under this Agreement, take effect as separate and several covenants which are annexed to and run at law and equity with the Land. If the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

#### **5 Further obligations of the Owner**

The Owner further agrees that:

##### **5.1 Notice and registration**

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

##### **5.2 Mortgagee to be bound**

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

##### **5.3 Registration of Agreement**

The Owner will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

##### **5.4 Responsible Authority's costs to be paid**

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on the Land until paid.

##### **5.5 Responsible Authority access**

The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the Owner.

#### **6 Further assurance**

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

#### **7 Agreement under section 173 of the Act**

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

**AL203388W**



## **8 Owner's warranties**

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

## **9 Planning objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

## **10 Successors in title**

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

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

## **11 Goods and services tax**

### **11.1 Definitions and expressions**

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

### **11.2 Liability to pay any GST**

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

### **11.3 Costs**

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

### **11.4 Tax Invoice**

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

## **12 General matters**

### **12.1 Service of notice**

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

**AL203388W**

03/07/2014 \$116.50 173



- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

**12.2 Time of service**

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

**12.3 No waiver**

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

**12.4 Jurisdiction**

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

**12.5 Severability**

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

**12.6 Disputes**

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or must not be done without its consent

**AL203388W**

03/07/2014 \$116.50 173



and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.

- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 12.6(2) and 12.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

#### **12.7 No fettering of Responsible Authority's powers**

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

#### **13 Commencement of Agreement**

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

#### **14 Amendment**

The parties may agree in writing to amend this Agreement.

#### **15 Counterparts**

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

#### **16 Ending of Agreement**

This Agreement may come to an end by agreement between the parties in accordance with Section 177(2) of the Act.

Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

#### **17 Removal of the Agreement**

If the Land is subdivided and a new parcel(s) of land is created which does not include the Heritage Lot, the parties agree that:

- (1) this Agreement will end in respect of the new parcel(s) of land; and

**AL203388W**

03/07/2014 \$116.50 173



- (2) the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the new parcel(s) of land.

INFORMATION ONLY



**Executed** by the parties as a deed.

**SIGNED SEALED AND DELIVERED** on behalf of **WHITTLESEA CITY COUNCIL** in the presence of:

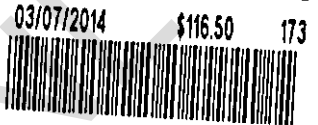
Signature of Witness

KRISTEEN JACKSON

Name of witness  
(BLOCK LETTERS)

ROGER SUSIC  
Name of Delegate

**AL203388W**



Signed for and on behalf of **STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835** by attorney under power of attorney dated 26-11-2012 in the presence of:

Signature of witness

ALESHA JADE BOULD

Name of witness (BLOCK LETTERS)

27 ERINKA CRES PATTERSON LAKES

Address of witness

Anthony  
ANTHONY JASON SHAW  
Name of attorney (BLOCK LETTERS)

INFORMATION

**AL203388W**

03/07/2014 \$116.50 173



**Schedule 1**

**Whittlesea Planning Scheme Map HO 17 (as at 27 May 2014)**

Whittlesea Planning Scheme Map HO 17 (as at 27 May 2014) is Annexure 1 has been removed from this counterpart of the Section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the map is included in each of the counterparts to this Section 173 Agreement which are held by:

- The Responsible Authority;
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

INFORMATION ONLY

**AL203388W**



## **Schedule 2 Heritage Conservation Management Plan**

The Heritage Conservation Management Plan which is Annexure 2 has been removed from this counterpart of the Section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the Heritage Conservation Management Plan is included in each of the counterparts to this Section 173 Agreement which are held by:

- The Responsible Authority;
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

INFORMATION ONLY

# Property Clearance Certificate

## Land Tax



JIGNESH KAPADIA

Your Reference: CONVEYANCER

Certificate No: 97647502

Issue Date: 10 FEB 2026

Enquiries: TVD0

Land Address: 20 SPRINGBANK ROAD WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44031972	3319	734563	11878	502	\$0.00

Vendor: JIGNESH KAPADIA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JIGNESH NIRANJAN KAPADIA	2026	\$230,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$440,000

SITE VALUE (SV): \$230,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$0.00**

# Notes to Certificate - Land Tax

Certificate No: 97647502

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$230,000

Calculated as \$975 plus ( \$230,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,400.00

Taxable Value = \$440,000

Calculated as \$440,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 97647502

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 97647502

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



JIGNESH KAPADIA

Your Reference: Conveyancer

Certificate No: 97647502

Issue Date: 10 FEB 2026

Enquires: TVD0

Land Address: 20 SPRINGBANK ROAD WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44031972	3319	734563	11878	502	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$440,000
SITE VALUE:	\$230,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97647502

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



JIGNESH KAPADIA

Your Reference:	CONVEYANCER
Certificate No:	97647502
Issue Date:	10 FEB 2026

**Land Address:** 20 SPRINGBANK ROAD WOLLERT VIC 3750

Lot	Plan	Volume	Folio
3319	734563	11878	502

**Vendor:** JIGNESH KAPADIA  
**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 97647502

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 97647507

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 97647507

### Visa or Mastercard

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

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

### Important payment information

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

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

# Your quarterly bill



Emailed to: jignesh.kapadia@gmail.com  
MR J KAPADIA  
20 SPRINGBANK RD  
WOLLERT VIC 3750

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

Account number	73 2240 1544
Invoice number	7320 8265 41791
Issue date	11 Nov 2025
Property address	20 SPRINGBANK RD WOLLERT
Property reference	5166741, LOT 3319
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

Previous bill	\$383.00
Payment received thank you	-\$383.00
Balance carried forward	\$0.00
<b>This bill</b>	
Usage charges	\$216.04
Service charges	
Water supply system	\$21.26
Sewerage system	\$122.58
Other authority charges	
Waterways and drainage	\$31.51
Parks	\$22.63
Total this bill (GST does not apply)	\$414.02
Total balance	\$414.02



### Recycled water is available.

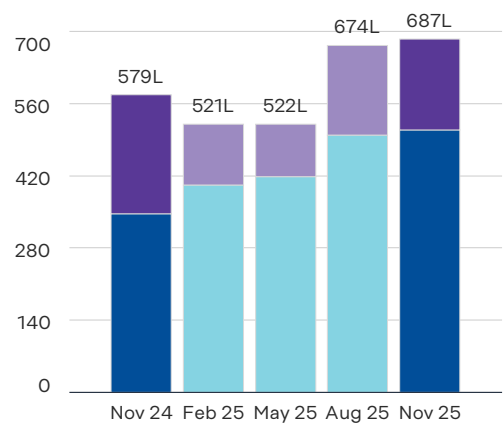
It's not to be used for drinking, preparing food or bathing, but it's great for watering gardens, washing clothes and flushing toilets.



- Usage charges
- Service charges
- Other authority charges

## Your household's daily water use

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

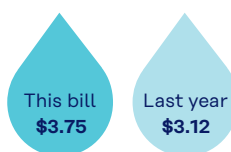


Average use in litres per day

- Water
- Recycled water

## 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.



### EFT

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

Account name:  
Yarra Valley Water  
BSB: 033-885  
Account number: 732244948



### BPAY®

Bill code: 344366  
Ref: 732 2401 5444



### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: 555 054 118T



### 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: 7320 8265 41791



### Credit Card

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



\*3042 732082654179 1

MR J KAPADIA

Account number 73 2240 1544

Invoice number 7320 8265 41791

Total due \$414.02

Direct debit 2 Dec 2025

## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD13511 (Recycled Water)	571kL -	554kL =	17kL
From 6 Aug 2025 - 10 Nov 2025			(96 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	17.000kL x	\$1.9681 =	\$33.46
<b>Total</b>	<b>17.000kL</b>		<b>\$33.46</b>

Meter number	Current reading	Previous reading	Usage
YATD123912	495kL -	446kL =	49kL
From 6 Aug 2025 - 10 Nov 2025			(96 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	42.240kL x	\$3.5724 =	\$150.90
STEP 2 (441-880 litres per day)	6.760kL x	\$4.6871 =	\$31.68
<b>Total</b>	<b>49.000kL</b>		<b>\$182.58</b>
<b>Total usage charges</b>			<b>\$216.04</b>

## Your charges explained

- **Recycled water usage charge**  
**6 August 2025 - 10 November 2025**  
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**  
**6 August 2025 - 10 November 2025**  
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 October 2025 - 31 December 2025**  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
**1 October 2025 - 31 December 2025**  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
  - Waterways and drainage charge**  
**1 October 2025 - 31 December 2025**  
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
  - Parks charge**  
**1 October 2025 - 31 December 2025**  
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

## Financial assistance

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

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

## 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="http://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 10-17 Feb 2026

## Spotted a burst or leak?

- 📍 To report an issue visit [yvw.com.au/reportfault](http://yvw.com.au/reportfault)
- 📱 Download and use the **Snap Send Solve** app
- 📞 Call our 24-7 emergency hotline on **13 27 62**
- 📍 View our live faults map at [faults.yvw.com.au](http://faults.yvw.com.au)

## Reduce your showers to 4 minutes of fame.

You can save an average of \$280\* a year by shortening your showers to 4 minutes.

📍 [yvw.com.au/showershorter](http://yvw.com.au/showershorter)

**SHOWER SHORTER**  
**SAVE WATER**

\*Assumes 3 persons in house, natural gas – storage 4 star unit, 7.1 minute shower to begin with.





J N Kapadia  
20 Springbank Road  
WOLLERT VIC 3750

Assessment number: 0995704

### Property details

20 Springbank Road WOLLERT VIC 3750  
LOT 3319 PS 734563K  
AVPCC 110 Detached Dwelling



To receive your rates notice via email, register at [whittlesea.enotices.com.au](mailto:whittlesea.enotices.com.au)  
Reference No: 71F52EFE3Z

Issue date: 21/01/2026

### Valuation details

Site Value \$230,000  
Capital Improved Value \$440,000  
Net Annual Value \$22,000  
Valuation operative date 01/07/2025  
Level of value date 01/01/2025

### Instalments

Amount payable by  
28/02/2026

**\$387.92**

Instalment 3 **\$387.92**  
Due by 28/02/2026

Instalment 4 **\$391.00**  
Due by 31/05/2026

### Rates and charges

Overdue amount	\$0.00
3rd instalment	\$387.92
Total Payable by 28/02/2026	\$387.92

Payments received after 15 January 2026 may not be included on this notice



Scan here to pay



Bank Account G Pay Apple Pay

### How to pay

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



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

BPAY



Bill Code: 5157  
Ref: 0995704

BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options.  
Scan the QR code or visit

[whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au)



Post Billpay



Post Billpay Code: 0350  
Ref: 9957043

Pay in person at any post office:

131 816 or [postbillpay.com.au](http://postbillpay.com.au)

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*350 9957043

### PENSION REBATE

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

### RATE CAPPING

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

### INTEREST ON LATE PAYMENTS

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

### FINANCIAL HARDSHIP

If you are experiencing difficulties paying your rates because of financial hardship, you can submit an enquiry form for consideration under our Financial Hardship Policy. View the eligibility criteria and policy at [whittlesea.vic.gov.au](http://whittlesea.vic.gov.au) or you call us on 9217 2170.

### ARRANGEMENTS

If you are having difficulty making your rates payment you can apply for a payment plan at [Whittlesea-pay.enotices.com.au](http://Whittlesea-pay.enotices.com.au) using the enotices reference on the front of this notice. Alternatively you can contact us about an arrangement, deferral or payment plan by emailing [arrangements@whittlesea.vic.gov.au](mailto:arrangements@whittlesea.vic.gov.au)

### ALLOCATION OF PAYMENTS

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

### CHANGE OF NAME/ADDRESS

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

### PRIVACY STATEMENT

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

### COUNCIL OFFICES AND CONTACT INFORMATION

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

Locked Bag 1  
BUNDOORA MDC VIC 3083

[info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
Phone (03) 9217 2170  
National Relay Service: 133 677 (ask for 9217 2170)

Created at 25 February 2026 06:26 PM

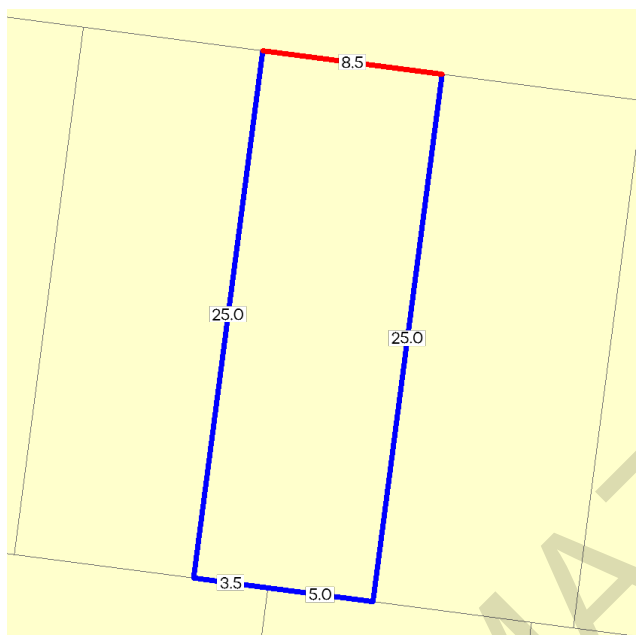
## PROPERTY DETAILS

Address: **20 SPRINGBANK ROAD WOLLERT 3750**  
Lot and Plan Number: **Lot 3319 PS734563**  
Standard Parcel Identifier (SPI): **3319\PS734563**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **995704**  
Directory Reference: **Melway 182 E4**

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

## SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



**Area:** 212 sq. m

**Perimeter:** 67 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

Property details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

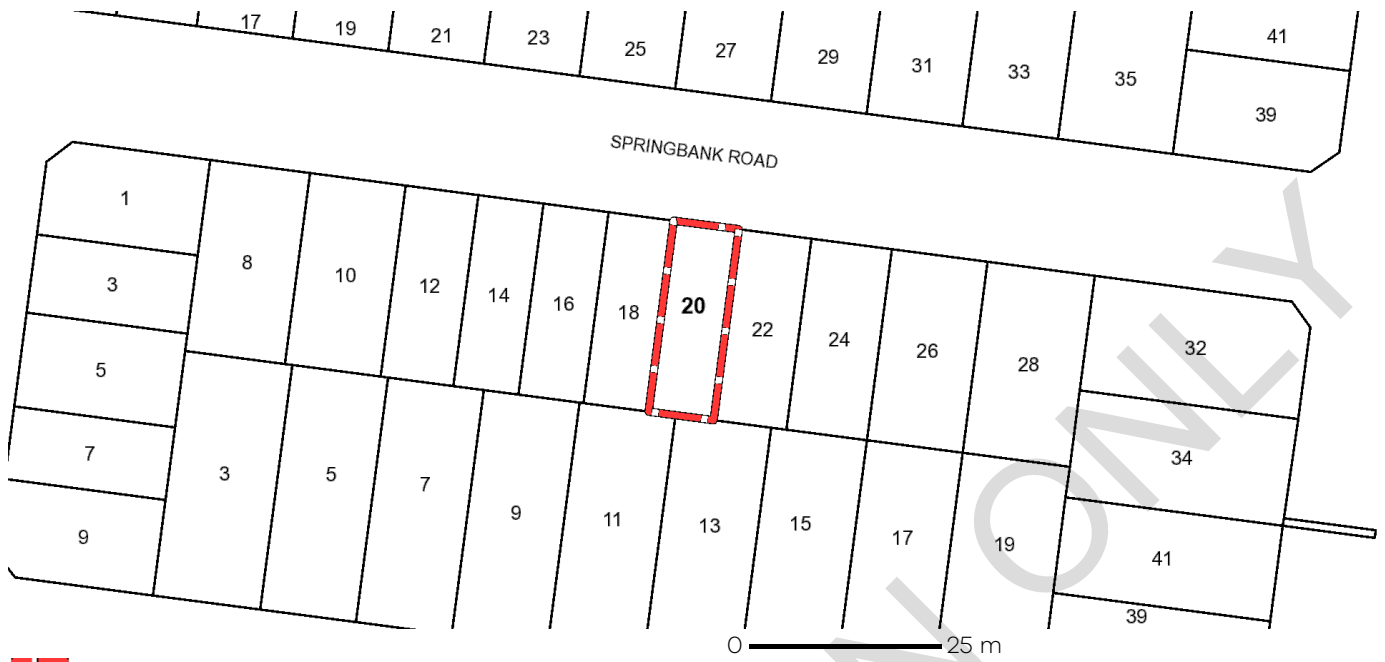
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



 Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 25 February 2026 06:26 PM

## PROPERTY DETAILS

Address: **20 SPRINGBANK ROAD WOLLERT 3750**  
 Lot and Plan Number: **Lot 3319 PS734563**  
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 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **995704**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 182 E4**

[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

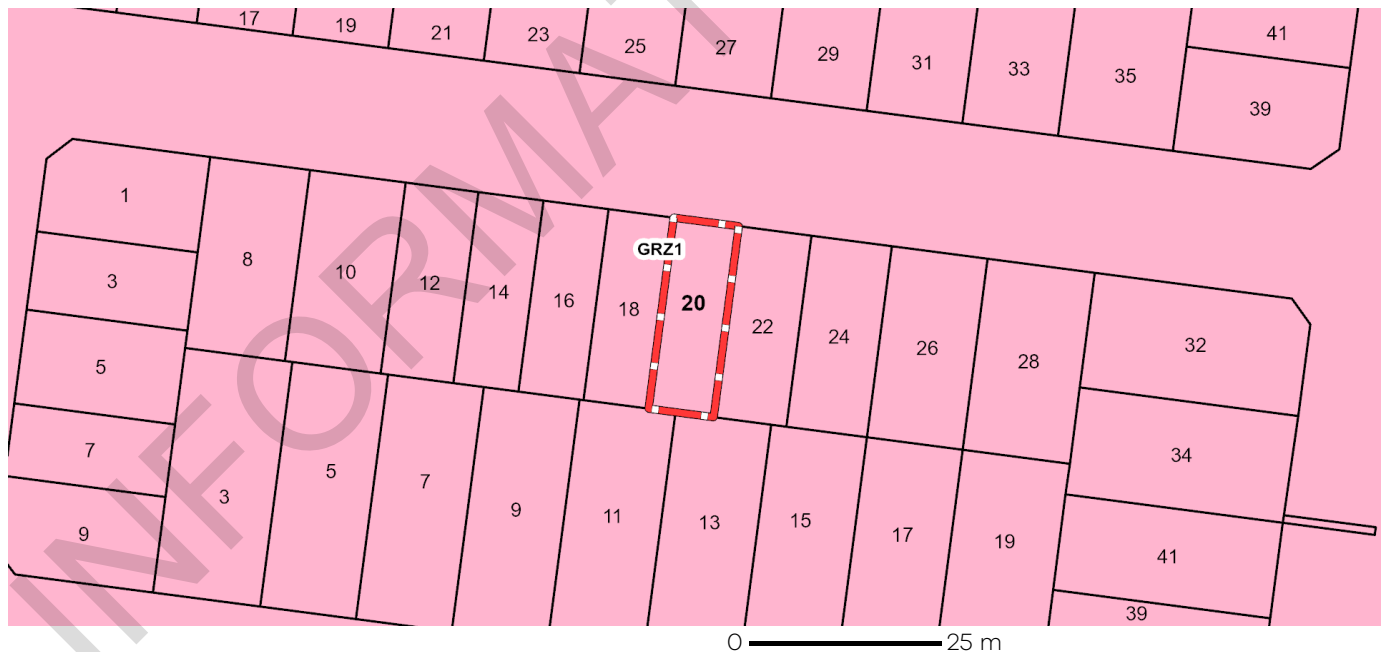
Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



**GRZ - General Residential**

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

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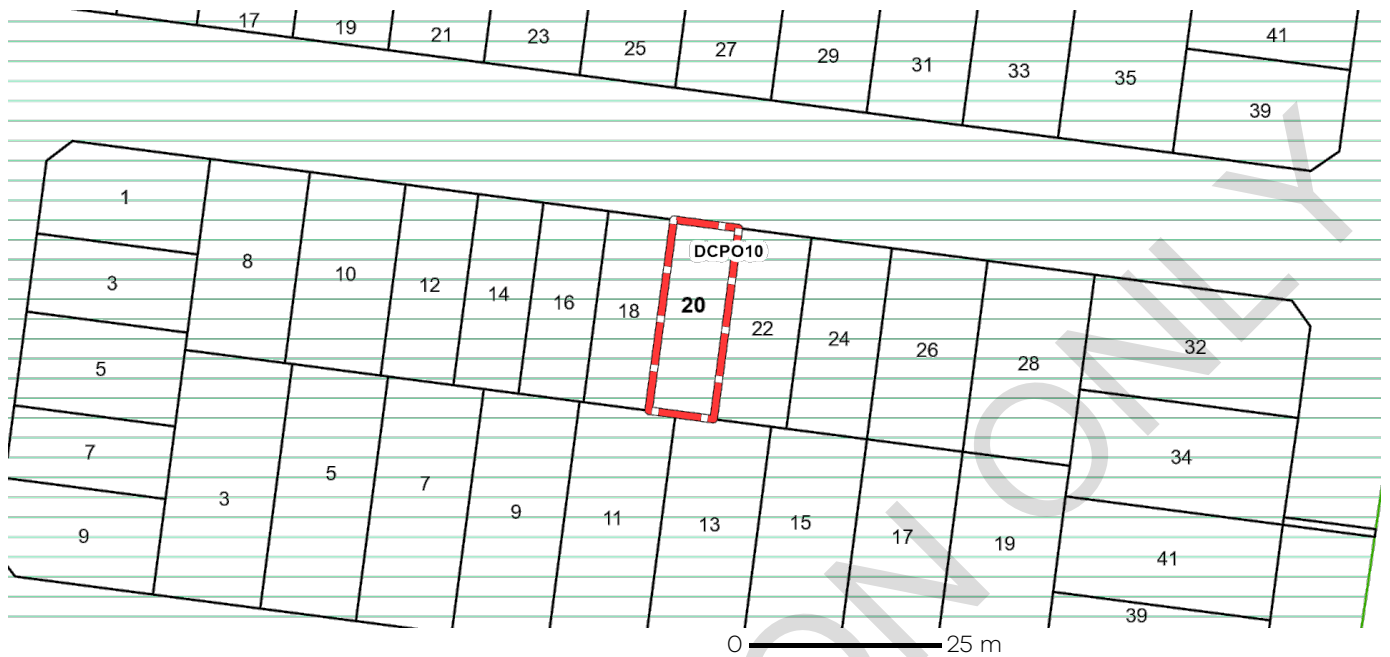
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)

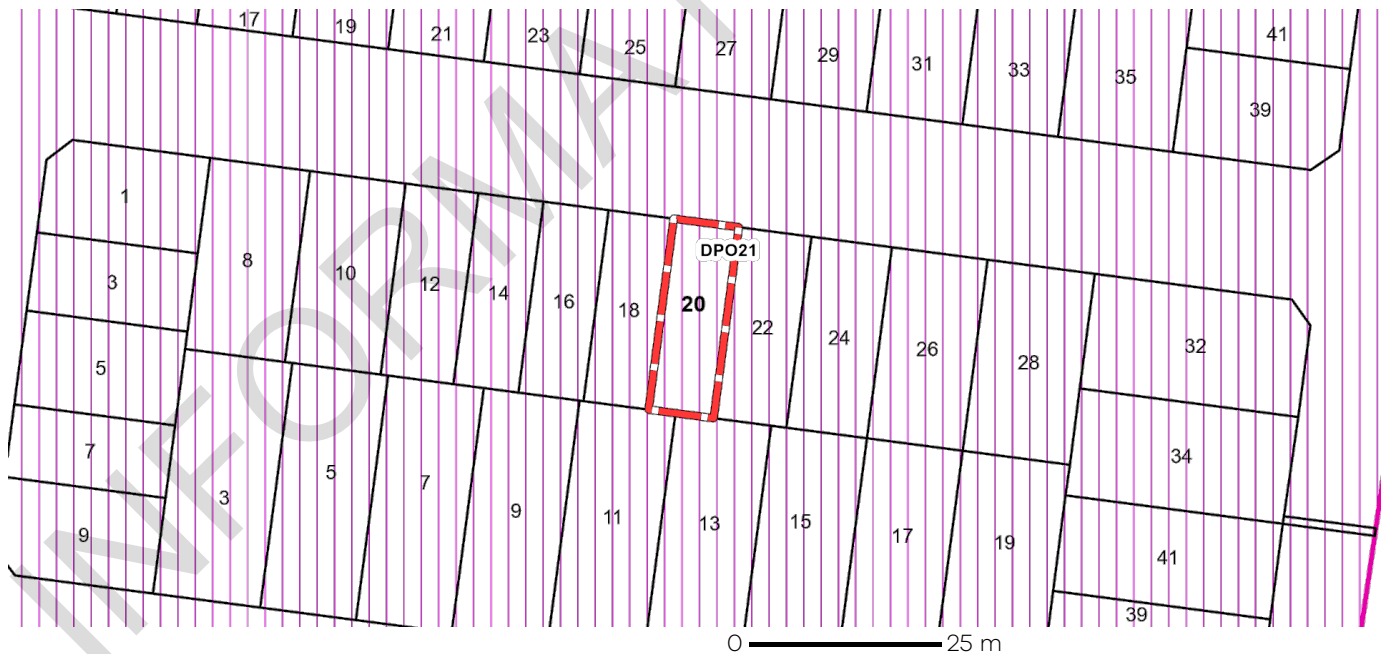


 **DCPO - Development Contributions Plan Overlay**

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

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



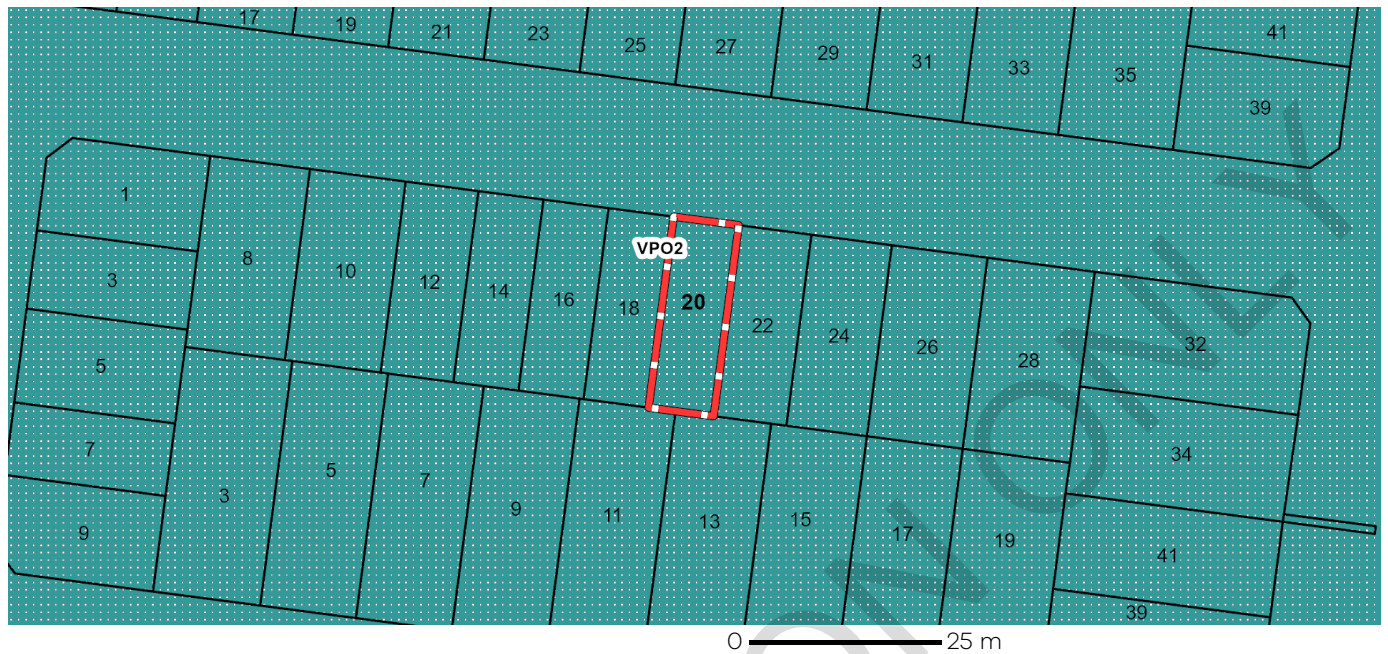
 **DPO - Development Plan Overlay**

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

## Planning Overlays

### VEGETATION PROTECTION OVERLAY (VPO)

### VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



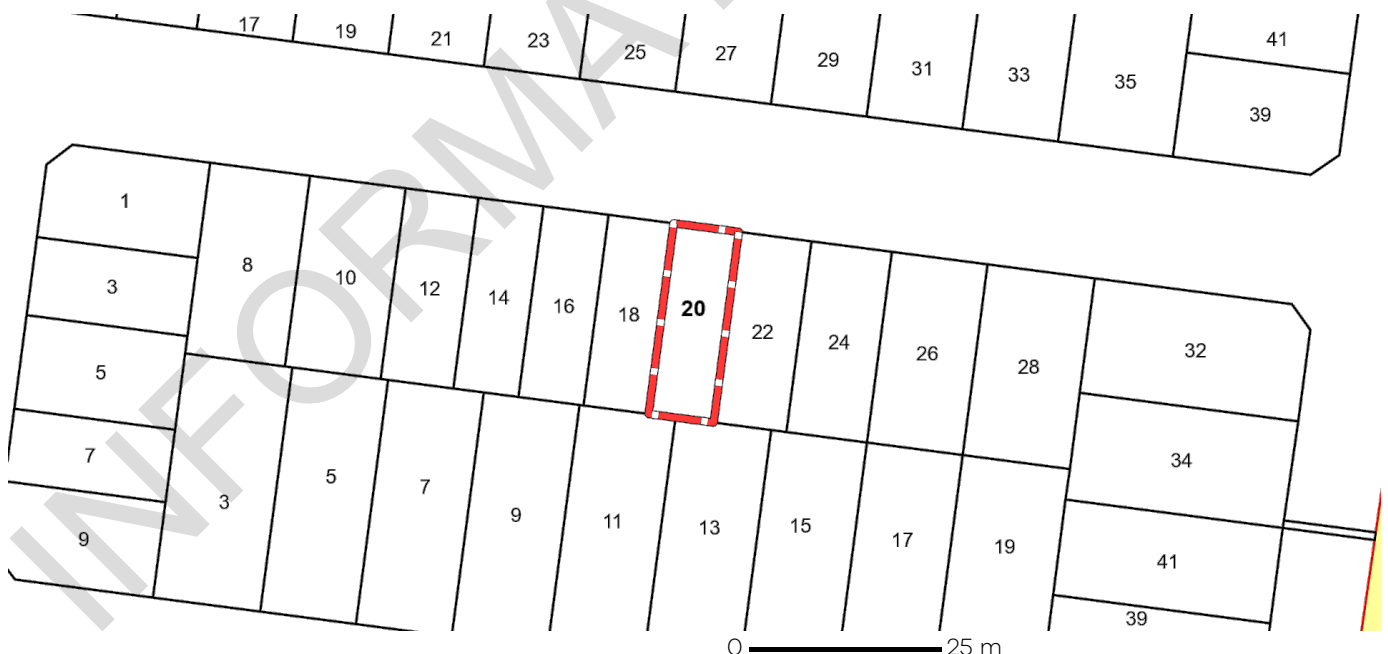
 **VPO - Vegetation Protection Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### PUBLIC ACQUISITION OVERLAY (PAO)



 **PAO - Public Acquisition Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

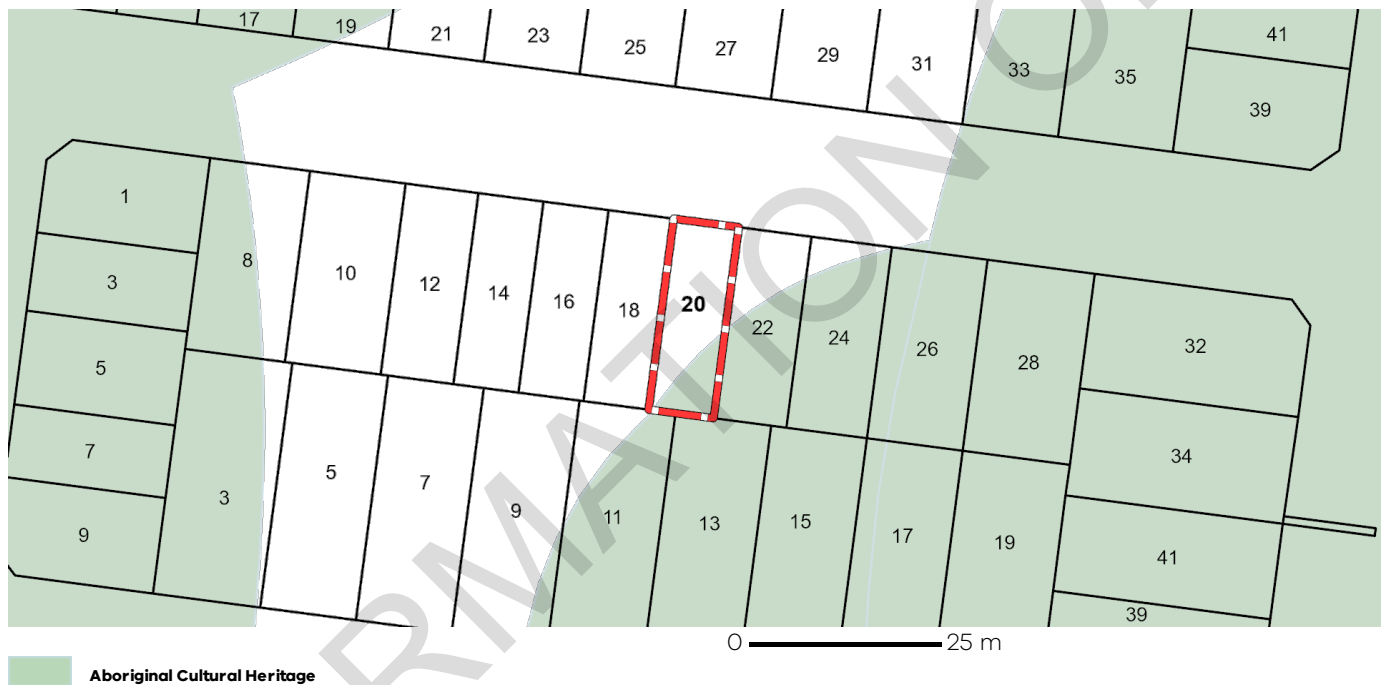
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 24 February 2026.

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.vic.gov.au/vicplan/>

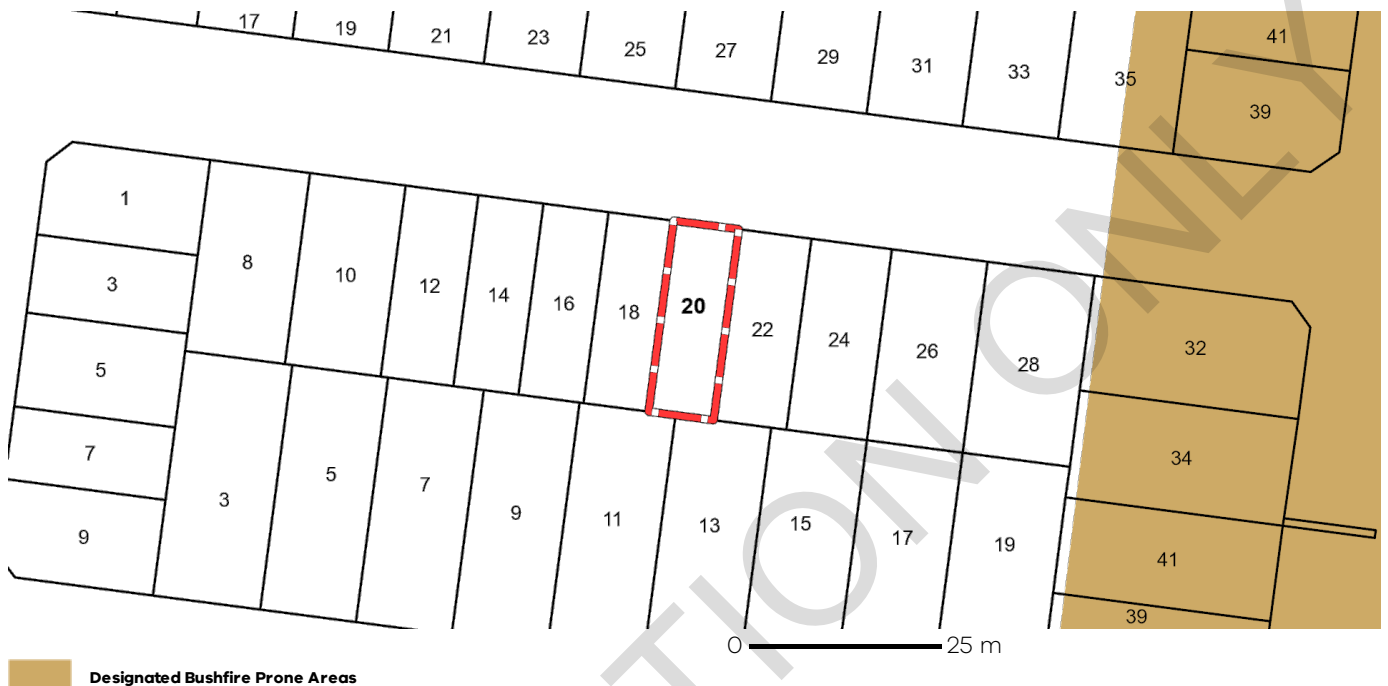
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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

## Extractive Industry Work Authorities (WA)

### All or parts of this property are within 500 metres of Extractive Industry Work Authorities (current).

On 22 March 2022, Amendment VC219 introduced changes to all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protection for nearby accommodation in rural zones.

The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the Mineral Resources (Sustainable Development) Act 1990 (MRSD Act).

The Amendment also introduced new referral and notice requirements, and decision guidelines.

VicPlan mapping shows property information, including whether a work authority application has been made or approved under the MRSD Act.

Guidance on accessing work authority maps is detailed at the DELWP [Extractive Resources \(planning.vic.gov.au\)](https://planning.vic.gov.au) webpage.

Further information on extractive and mining activities in Victoria can be found on the ([GeoVic - Earth Resources](https://www.vic.gov.au/geo-vic-earth-resources)) website which is maintained by the Resources Branch within the Department of Jobs, Precincts and Regions. Limited information is available for unregistered users (anonymous user).

