



# **Contract of Sale of Land**

**Property: 42 Oakbank Boulevard, Whittlesea  
VIC 3757**

**PO Box 1125  
Craigieburn Vic 3064  
Ph: 0488 448 297**

**Email: [info@completehomeconveyancing.com.au](mailto:info@completehomeconveyancing.com.au)  
Website: [www.completehomeconveyancing.com.au](http://www.completehomeconveyancing.com.au)**

# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

**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 ...../...../2025

**Print names(s) of person(s) signing:** Karenina Fromhold as Executor of the Estate of Lissa McQueen

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

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

# Particulars of Sale

## Vendor's estate agent

Name: Stone Real Estate Whittlesea  
Address: 1/75 Church Street, Whittlesea VIC 3757  
Email: jenniterhaar@stonerealestate.com.au  
Tel: 9716 2000 Mob: 0438 130 473 Ref: Jenni Ter Haar

## Vendor

Name: Karenina Fromhold as Executor of the Estate of Lissa McQueen

## Vendor's legal practitioner or conveyancer

Name: Complete Home Conveyancing  
Address: PO Box 1125, Craigieburn VIC 3064  
Email: info@completehomeconveyancing.com.au  
Mob: 0488 448 297 Ref: LW:2025/1443

## 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 10767 Folio 353	105	510458G

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: 42 Oakbank Boulevard, Whittlesea VIC 3757

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

All fixed floor coverings, electronic light fittings, window furnishings and anything of a fixed or permanent nature.

## 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

# Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

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## Special Condition 1 – Vendor Warranties

General condition 6.1 is deleted. The general Conditions have only been amended by way of these Special Conditions and do not differ from 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.

## Special Condition 2 – Deposit

General Condition 14 is replaced by the following:

### 14. PAYMENT

- 14.1 The Purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) If there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) In accordance with written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking Institution. If the vendor requests that any additional cheque be drawn on an authorised deposit-taking Institution, the vendor must reimburse the purchaser for fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the Intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the Intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking Institution' means the body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 14.11 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

## Special Condition 3 – Tax Invoice

General Condition 19.3 is deleted and replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)).
  - (c) The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

#### **Special Condition 4 – Building and Pest Inspection**

General Conditions 21.2 and 22.2 are amended by replacing the words “14 days” to “7 days”.

#### **Special Condition 5 – Subject to Finance**

**General Condition 20 is deleted and replaced with the following:**

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection from the Lender (on the Lender's letterhead) specified in the Contract (not a mortgage broker) or non-approval of the loan, on the vendor on or prior to the approval date or any later date allowed by the vendor. The letter must include the following:
    - (i) Purchaser name;
    - (ii) The loan amount requested;
    - (iii) Date the Purchaser applied for the loan;
    - (iv) Confirmation the Purchaser did everything reasonably required to obtain approval for the loan; and
    - (v) Reason the loan approval was declined.
  - (d) is not in default under any other condition of this contract when the notice is given.

All money must be immediately refunded to the purchaser if the contract is ended and complies with the above.

#### **Special Condition 6 - Loss or Damage Before Settlement**

General Conditions 31.4, 31.5 and 31.6 are deleted.

#### **Special Condition 7 - Whole agreement**

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

#### **Special Condition 8 - Waiver of breach**

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

#### **Special Condition 9 - Severability**

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

#### **Special Condition 10 - Disclosure**

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

#### **Special Condition 11 - Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- 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, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

#### **Special Condition 12 - Auction clause**

If the property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

#### **Special Condition 13 – Priority of Conditions**

To the extent there is any inconsistency between the Special Conditions and General Conditions then the Special Conditions prevail over the General Conditions.

#### **Special Condition 14 – Loss and Damages**

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under

the Contract pay to the Vendor the following sums:

1. The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
2. Interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
3. Accommodation expenses necessarily incurred by the Vendor;
4. Storage cost of the Vendor's furniture and other possessions;
5. Legal costs and expenses as between solicitor and client;
6. Penalties payable by the Vendor through any delay in completion of the Vendors purchase of another property;

#### **Special Condition 15**

The purchaser buys subject to the provisions of any operative Planning Scheme and any restrictions imposed thereunder. The Purchaser buys subject to any easements covenants and encumbrances which may encumber the Property despite not being registered upon the Certificate of Title in the Particulars of Sale.

#### **Special Condition 16**

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or her Agent except such as are made conditions of this contract.

#### **Special Condition 17**

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

#### **Special Condition 18**

The Purchaser agrees not to seek any contribution from the Vendor for the cost of connection any service to the land and acknowledges all connections required are to be at the Purchaser's own expense.

#### **Special Condition 19**

If the settlement does not take place on the date specified in the Contract and needs to be rescheduled, the Purchaser will incur additional costs of \$220 Incl GST (for each rescheduled date) which will be payable by the Purchaser to the Vendor's representative in payment of additional costs associated with rescheduling the settlement.

#### **Special Condition 20 – Chattels**

The Purchaser acknowledges that any chattels sold with the property or in any way included in this transaction are those listed in the Particulars of Sale.

The Purchaser accepts that all fixed appliances as inspected may not be in normal working condition and it is not the Vendor's responsibility to convert those appliances to working condition.

#### **Special Condition 21 – Condition of the Walls**

If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.

The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.

The Purchaser acknowledges the provisions of GC 31 and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

#### **Special Condition 22 – No Land Tax Adjustment**

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

#### **Special Condition 23 – Windfall Gains Tax (WGT)**

Where the Day of Sale is 1/1/2024 or later, then this Special Condition shall apply and in this condition:-

- 23.1 "WGT Act" means *The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021*; and
- 23.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under *the Planning and Environment Act, 1987*, occurring on or after 1<sup>st</sup> of July 2023.

- 23.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.
- 23.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its

absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

- 23.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1<sup>st</sup> of January each year.
- 23.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.
- 23.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

**Special Condition 24 – Statement of Adjustments**

The Purchaser must provide Statement of Adjustments 7 days prior to settlement. If adjustments are not provided 7 days prior to settlement together with all certificates used to calculate the adjustments an additional fee of \$165 incl GST will be payable by the Purchaser via the Statement of Adjustments for additional conveyancing costs incurred relating to urgent Statement of Adjustment review.

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

**Special Condition 25 – Material Fact**

The Purchaser acknowledges that there has been a death at the property

## SCHEDULE 1

### GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the Auction refuses to sign the Contract of Sale following the Auction.
8. If a reserve price has been set for the property and the property is passed in below the reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

### **Guarantee for Corporate Purchaser**

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In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors' execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

**SIGNED** by \_\_\_\_\_ )  
the guarantors in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

**DATED**     /     /

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

### 14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

---

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

---

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**GST RESIDENTIAL WITHHOLDING NOTIFICATION**

Pursuant to Section 14-255 of the Taxation Administration Act in relation to the sale of  
the property.

---

To:           The Purchaser  
Property:    42 Oakbank Boulevard, Whittlesea VIC 3757  
Vendor:      Karenina Fromhold as Executor of the Estate of Lissa McQueen

---

The Purchaser **is not** required to make a payment under section 14-250 of the Act in relation to the sale of property.

DATED 23 September 2025

*Lee Warren*

---

**Complete Home Conveyancing**  
Conveyancers for the Vendor

---

# 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>	42 OAKBANK BOULEVARD, WHITTLESEA VIC 3757
-------------	---

Vendor's name	Karenina Fromhold as Executor of the Estate of Lissa McQueen	Date	31/10/2025
Vendor's signature	<i>Karenina Fromhold</i>		

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: \$6,000.00

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

\$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 - Single Dwelling
(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:

Are as follows

None to the best of the vendor's knowledge.

### 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):

Are contained in the attached certificate

## 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 type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

# 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.

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REGISTRATION CONFIRMATION STATEMENT

Produced: 01/09/2025 05:13:46 PM

VOLUME 10767 FOLIO 353

LAND DESCRIPTION  
-----

Lot 105 on Plan of Subdivision 510458G.  
PARENT TITLE Volume 10651 Folio 119  
Created by instrument PS510458G 27/11/2003

REGISTERED PROPRIETOR  
-----

Estate Fee Simple  
Sole Proprietor

KARENINA FROMHOLD of UNIT 20 LEVEL 3 22 HOWARD STREET NORTH MELBOURNE VIC  
3051 Executor(s) of LISSA MCQUEEN deceased  
AZ548769L 01/09/2025

ENCUMBRANCES, CAVEATS AND NOTICES  
-----

MORTGAGE AW209359B 27/10/2022  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS510458G 27/11/2003

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  
V589841G 17/08/1998

AGREEMENT Section 173 Planning and Environment Act 1987  
AB971847P 27/03/2003

DIAGRAM LOCATION

-----  
SEE PS510458G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ478716W (E)	NOMINATION OF ECT TO LC	Completed	12/08/2025
AZ548769L (E)	TRANSMISSION APPLICATION	Registered	01/09/2025

Additional information:

Street Address: 42 OAKBANK BOULEVARD WHITTLESEA VIC 3757

ADMINISTRATIVE NOTICES

-----  
NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 01/09/2025

DOCUMENT END

Lodgement No: 9720060  
Email: GARY@EASTERNBRIDGE.COM.AU  
Customer Code: 17480L  
Customer Name: EASTERN BRIDGE

Secure Electronic Registries Victoria (SERV)  
Level 13, 697 Collins Street Docklands 3008  
Locked bag 20005, Melbourne 3001, DX 210189  
Telephone: (03) 9102 0401 ABN: 86 627 986 396



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
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<b>PLAN OF SUBDIVISION</b>	Stage No.	LR use only	PLAN NUMBER
		EDITION 1	<b>PS 510458G</b>

**Location of Land**  
 Parish: TOOROURRONG  
 Township: \_\_\_\_\_  
 Section: \_\_\_\_\_  
 Crown Allotment: \_\_\_\_\_  
 Crown Portion: 6 (PART)

**Title References:**  
 Vol 10651 Fol 119

**Last Plan Reference:** PS447363T Lot D  
**Postal Address:** OSLAND COURT  
 WHITTLESEA, 3757

**AMG Co-ordinates:** E 333,500  
 (Of approx. centre of plan) N 5,847,500      **Zone 55**

**Council Certification and Endorsement**

**Council Name:** WHITTLESEA CITY COUNCIL    **Ref:** 605391

1. This plan is certified under section 6 of the Subdivision Act 1988.  
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~  
~~Date of original certification under section 6 \_\_\_\_\_~~  
~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

**Open Space**

(i) A requirement for public open space under section 1B of the Subdivision Act 1988 has / ~~has not~~ been made.  
 (ii) The requirement has been satisfied.  
~~(iii) The requirement is to be satisfied in Stage \_\_\_\_\_~~

**Council Delegate**  
~~Council seal \_\_\_\_\_~~  
 Date 19/5/2003

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROADS RI	CITY OF WHITTLESEA
RESERVES No.1 & No.2	MELBOURNE WATER CORPORATION
RESERVE No.3	TXU ELECTRICITY LTD

~~Re-certified under section 11(7) of the Subdivision Act 1988~~  
~~Council Delegate \_\_\_\_\_~~  
~~Council seal \_\_\_\_\_~~  
~~Date / / \_\_\_\_\_~~

**Notations**

**Depth Limitation:** Does not apply

**Staging**      This is/is not a staged subdivision  
 Planning Permit No. \_\_\_\_\_

**NUMBER OF LOTS :** 36  
**AREA OF STAGE :** 5.136ha  
**LOT IDENTIFIERS A TO D (BOTH INCLUSIVE), I TO 28 (BOTH INCLUSIVE) AND 41 TO 95 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.**

**Other purpose of plan:** Creation of Restriction (see sheet 2)

**Survey:-** This plan is / ~~is not~~ based on survey.  
 To be completed where applicable.  
 This survey has been connected to permanent mark(s) no(s).  
 In Proclaimed Survey Area no. \_\_\_\_\_

**Easement Information**

**Legend:**    E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement  
 A - Appurtenant Easement      R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE SEWERAGE DRAINAGE & SEWERAGE	SEE DIAG.	PS 442961Y PS 442961Y THIS PLAN	LAND IN PS 442961Y YARRA VALLEY WATER LIMITED LAND IN THIS PLAN
E-2	DRAINAGE & SEWERAGE SEWERAGE DRAINAGE & SEWERAGE	SEE DIAG. SEE	PS 447363T PS 447363T THIS PLAN	LAND IN PS 447363T YARRA VALLEY WATER LIMITED LAND IN THIS PLAN
E-3	DRAINAGE & SEWERAGE SEWERAGE	SEE DIAG.	THIS PLAN THIS PLAN	LAND IN THIS PLAN YARRA VALLEY WATER LIMITED

**LR use only**  
 Statement of Compliance / Exemption Statement

Received   
 Date 25/11/03

**LR use only**  
 PLAN REGISTERED  
 TIME 4:45pm  
 DATE 27/11/03

**LICENSED SURVEYOR MALCOLM JOHN PERRIAM**  
 REF 6528/6/01    VERSION 4    DATE 18/2/2003    SIGNATURE \_\_\_\_\_

Assistant Registrar of Titles  
 Sheet 1 of 4 Sheets

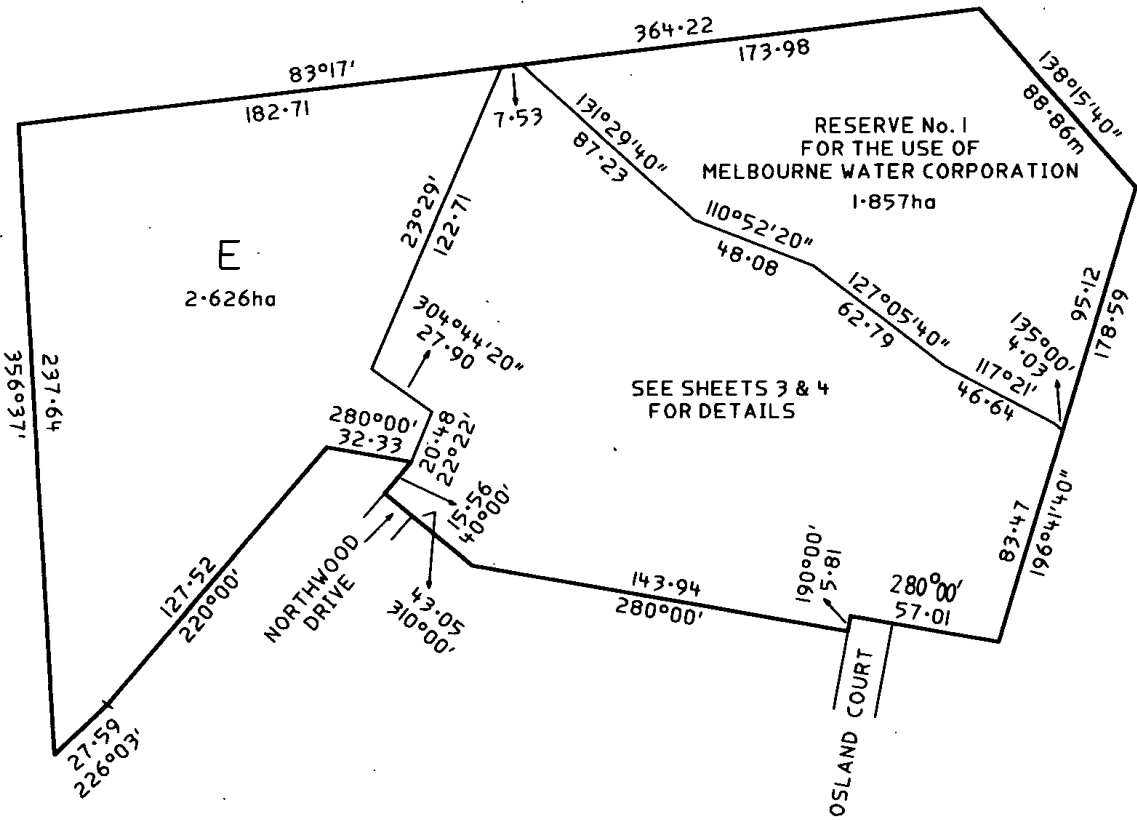
PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS  
 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884  
 CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No.842

DATE / /  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_  
 Original sheet size    **A3**

PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS 510458G

AMG ZONE 55



**CREATION OF RESTRICTION**

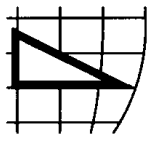
The following restriction is to be created upon registration of this plan.  
 Land to benefit: All lots on this plan.  
 Land to be burdened: Lots 30 to 40 (both inclusive) and 97 to 119 (both inclusive).  
 Description of restriction: Not more than one dwelling or part of a dwelling may be constructed on a lot or part of a lot on this plan that is burdened by this restriction.

ORIGINAL SHEET SIZE	SCALE	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR MALCOLM JOHN PERRIAM SIGNATURE _____ DATE 18/2/2003 REF 6528/6/01 VERSION 4
A3	1:2000		



PEYTON WAITE

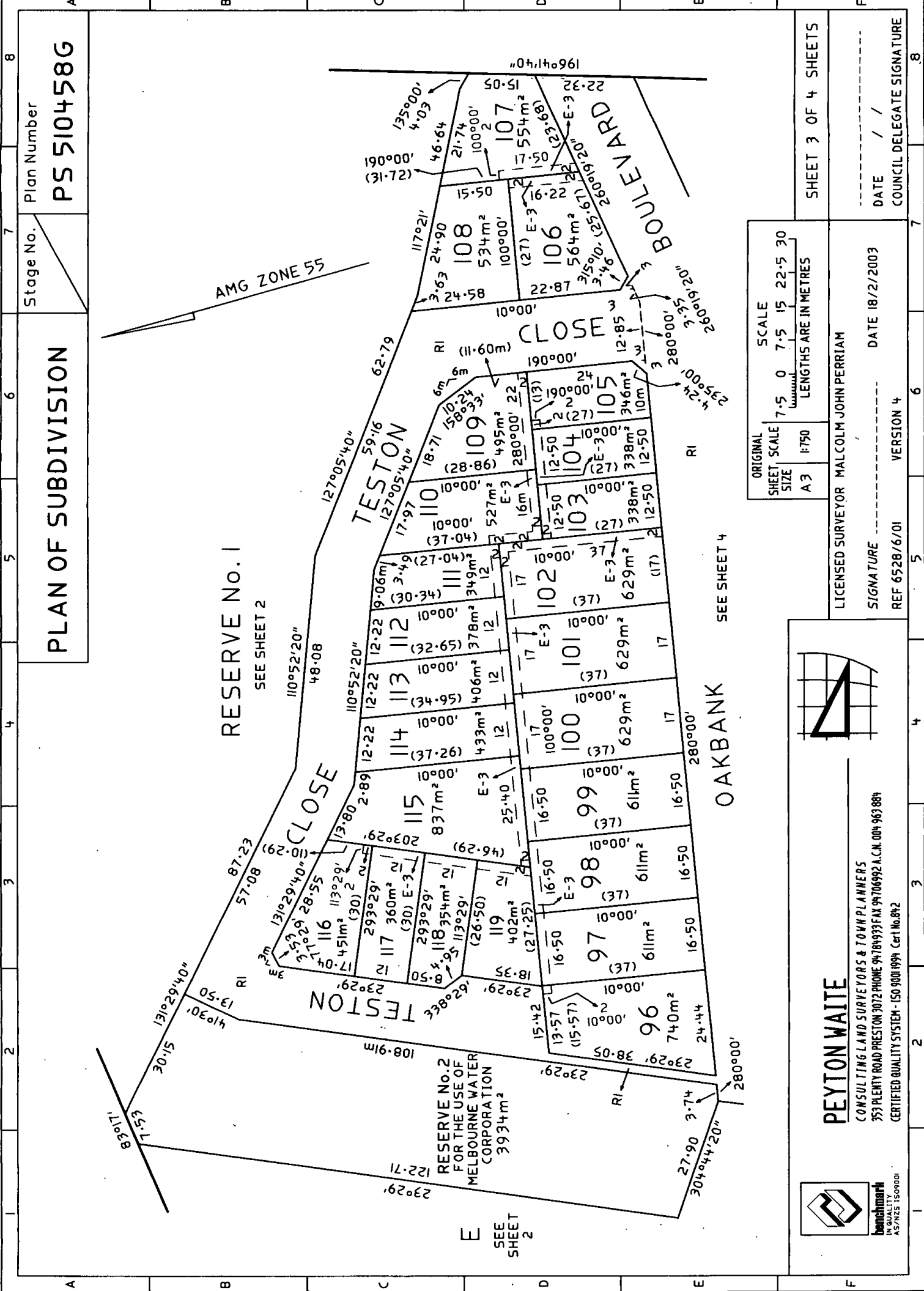
CONSULTING LAND SURVEYORS & TOWN PLANNERS  
 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884  
 CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No. 842



SHEET 2 OF 4 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE



Stage No. **PS 510458G**

Plan Number **PS 510458G**

RESERVE No. 1  
SEE SHEET 2

TESTON

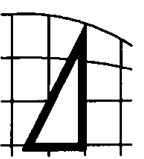
CLOSE

OAKBANK

BOLLEAVARD

RESERVE No. 2  
FOR THE USE OF  
MELBOURNE WATER  
CORPORATION  
3934m<sup>2</sup>

ORIGINAL	SCALE
SHEET SIZE	SCALE
A3	7.5 0 7.5 15 22.5 30
1:750	LENGTHS ARE IN METRES



**PEYTON WAITE**

CONSULTING LAND SURVEYORS & TOWN PLANNERS  
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94784934 A.C.N. 004 963 884  
CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No. 842



LICENSED SURVEYOR MALCOLM JOHN PERRIAM

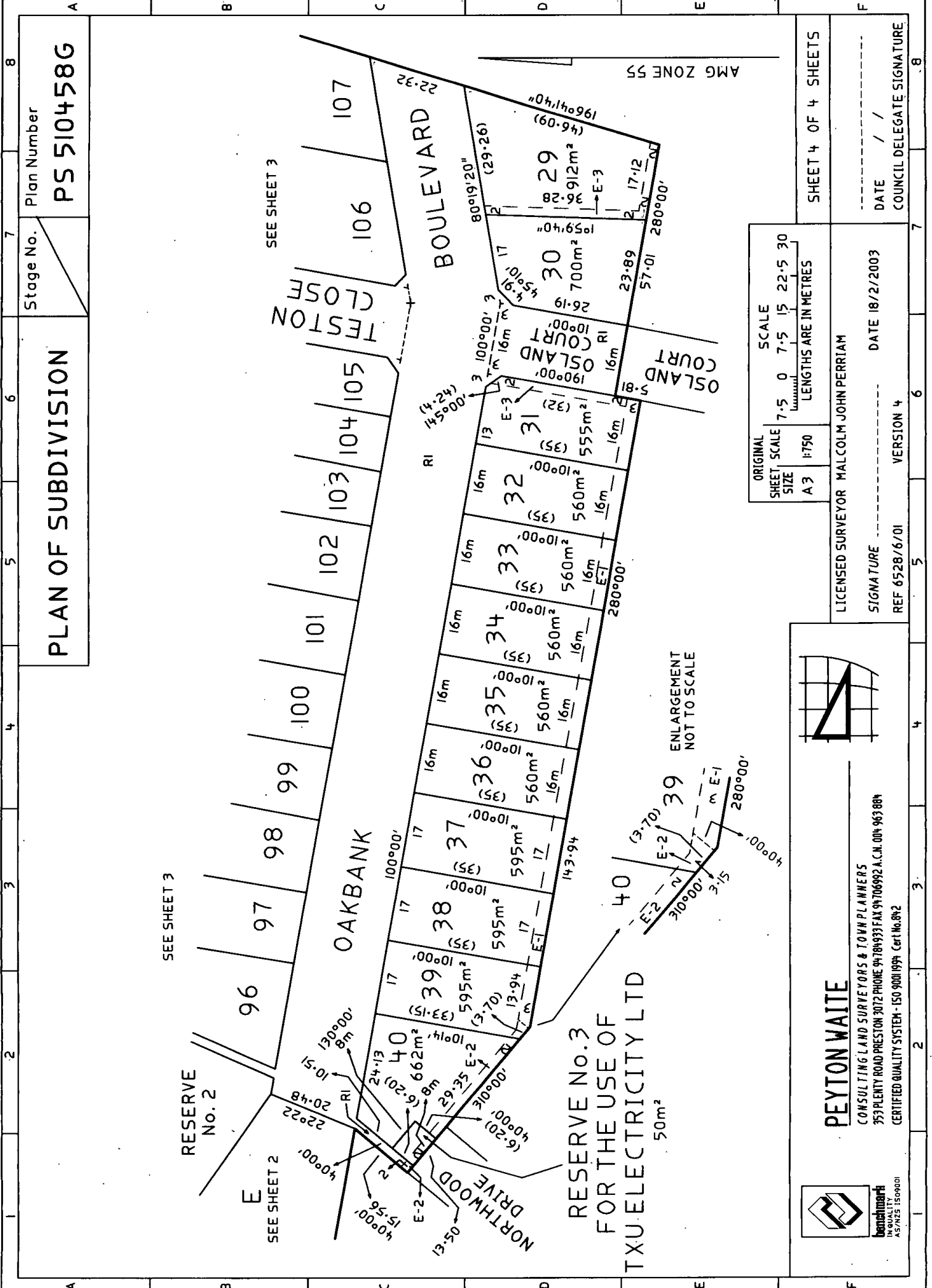
SIGNATURE \_\_\_\_\_ DATE 18/2/2003

VERSION 4

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

SHEET 3 OF 4 SHEETS

DATE / /



Stage No. / Plan Number  
**PS 510458G**

**PLAN OF SUBDIVISION**

ORIGINAL SHEET SIZE	A3	SCALE	1:750
SHEET SCALE		7.5 0 7.5 15 22.5 30	
LENGTHS ARE IN METRES			

SHEET 4 OF 4 SHEETS

DATE / /  
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

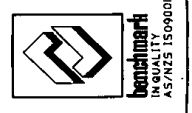
SIGNATURE \_\_\_\_\_ DATE 18/2/2003

REF 6528/6/01 VERSION 4



**PEYTON WAITE**

CONSULTING LAND SURVEYORS & TOWN PLANNERS  
 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884  
 CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No. 82



RESERVE No. 3  
 FOR THE USE OF  
 TXU ELECTRICITY LTD  
 50m<sup>2</sup>

ENLARGEMENT  
 NOT TO SCALE

SEE SHEET 3

SEE SHEET 2

SEE SHEET 3

RESERVE No. 2

OAKBANK

BOULEVARD

NORTHWOOD DRIVE

AMG ZONE 55



# Imaged Document Cover Sheet

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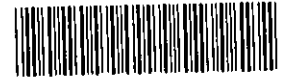
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**IMAGED**



**V589841G**  
170898 1416 173



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

**Lodged by:**

**Name:** WILLIAMS WINTER & HIGGS  
**Phone:** 9670-8641  
**Address:** 377 Lonsdale St, Melbourne  
**Ref:** KML:KYL  
**Customer Code:** 1750W

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 9234 folio 216 NOW = 10300-405

**Authority or Council:**

City of Whittlesea of Civic Centre, Ferres Boulevard, South Morang 3752 *DS 15-9-98*

**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.

**Date:** 10 / 8 /1998

**Signed:**

*[Signature]*  
For the City of Whittlesea

Office held: CHEF EXECUTIVE OFFICER

*DS 15-9-98*

**CITY OF WHITTLESEA**

Council

- AND -

**TESTON INVESTMENTS PTY LTD (A.C.N. 005 098 662)**

-&-

**PARABELLUM PTY LTD (A.C.N. 005 057 303)**

the Owner

---

**AGREEMENT UNDER SECTION 173  
OF THE PLANNING AND  
ENVIRONMENT ACT 1987**

---

***SUBJECT LAND: 50 Black Flat Road, Whittlesea***

**WILLIAMS WINTER & HIGGS  
SOLICITORS  
377 LONSDALE STREET  
MELBOURNE VIC 3000  
TEL: 9670-8641 REF: KML:KYL**

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**PLANNING & ENVIRONMENT ACT 1987**

**SECTION 173 AGREEMENT**

THIS AGREEMENT is made the 10<sup>th</sup> day of August 1998.

**B E T W E E N:**

**CITY OF WHITTLESEA** of Civic Centre, Ferres Boulevard,  
South Morang in the State of Victoria ("Council")

- and -

**TESTON INVESTMENTS PTY LTD (A.C.N. 005 098 662)**  
&  
**PARABELLUM PTY LTD (A.C.N. 005 057 303)** of 68  
Doncaster Road, North Balwyn in the State of Victoria  
("the Owner")

**INTRODUCTION**

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. On 9th April, 1998 Council issued Planning Permit No. 704131 ("the Planning Permit") allowing the Subject Land to be subdivided into 2 lots in accordance with Plan of Subdivision number PS412499N. Condition 2 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in the condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. The parties enter into this Agreement:
  - (a) to give effect to the requirements of the Planning Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**IT IS AGREED:**

**1. DEFINITIONS**

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

- 1.1 "**the Act**" means the Planning and Environment Act 1987.
- 1.2 "**this Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 "**Plan**" means the Plan of Subdivision PS412499N. A copy of the plan is attached to this Agreement and marked with the letter "B".
- 1.4 "**lot**" means a lot on the Plan.
- 1.5 "**Owner**" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.6 "**Planning Permit**" means the Planning Permit referred to in recital C of this Agreement.
- 1.7 "**Planning Scheme**" means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.8 "**Subject Land**" means the land situated at 50 Black Flat Road, Whittlesea being the land referred to in Certificate of Title volume 9234 folio 216 and any reference to 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 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.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

3.1 Compliance with other permits

Notwithstanding any rights conferred by the Planning Scheme, except with the consent of Council, the development of the Subject Land must be in accordance with the development authorised by planning permit number 704131 issued by Council and the various conditions included in that planning permit and in particular:

- 3.1.1 The Owner must obtain Council approval for any alterations, additions, demolition or removal of the existing Homestead building on proposed Lot 1, apart from routine repairs and maintenance to the building.
- 3.1.2 The Owner must obtain Council approval for the lopping, pruning, destruction or removal of any trees on proposed Lot 1, identified on the "Plan of Existing Vegetation" forming part of the Residential Precinct 1, Outline Development Plan - part 1.

3.2 The Owner of the land comprised in Lot 2 on the Plan at the time when the land in lot 2 is further developed and sewered must at that time provide Lot 1 with access to the sewage system. The Owner of Lot 2 shall bear any costs incurred in providing such access and the Owner of Lot 1 shall bear any costs associated with connecting Lot 1 to the sewage system.

4. **OBLIGATIONS OF THE OWNER**

The Owner covenants and agrees that:

4.1 **Notice and Registration**

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

4.2 **Further actions**

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

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.

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

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

6. **OWNER'S WARRANTIES**

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

7. **SUCCESSORS IN TITLE**

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

to:

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

8. **GENERAL MATTERS**

8.1 **Notices**

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

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

8.2 A notice or other communication is deemed served:

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

8.3 **No Waiver**

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

8.4 **Severability**

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

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

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

9. **COMMENCEMENT OF AGREEMENT**

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

10. **ENDING OF AGREEMENT**

10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.

10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot the owner of that lot may request Council to end this Agreement in relation to that lot.

10.3 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.

11. **BREACH**

11.1 If the Owner fails to perform any of their obligations under this Agreement (the "breach"), Council may:

11.1.1 withhold the issuing of a Statement of Compliance for any stage of the subdivision if it has not yet issued;

11.1.2 serve a written notice on the Owner specifying the breach and requiring it to be remedied within 14 days or such longer period as Council may consider appropriate.

11.2 If the breach is not remedied within the required time, Council may:

11.2.1 remedy the breach by carrying out any works it deems necessary in order to do so;

11.2.2 send an account to the Owner requiring payment of the costs of carrying out the works under 11.2.1 within 30 days;

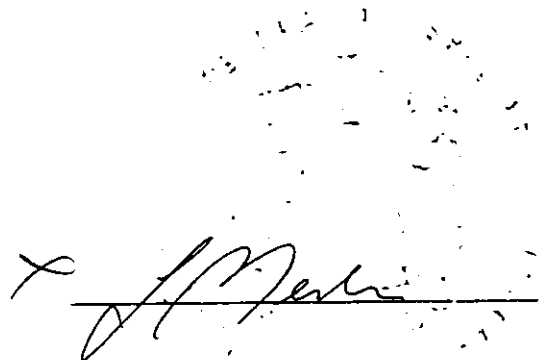
11.2.3 if the Owner fails to pay the account within 30 days, recover the costs of remedying the breach and interest from the date of the account at a rate determined under section 172 of the Local Government Act 1989, from the Owner as a civil debt.

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

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

*[Handwritten signature]*

CHIEF EXECUTIVE OFFICER  
PRINT OFFICE HELD

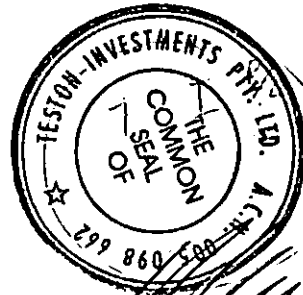


*[Handwritten signature]*

COUNCILLOR  
PRINT OFFICE HELD

THE COMMON SEAL of TESTON INVESTMENTS PTY LTD A.C.N. 005 098 662 was hereunto affixed in accordance with its Articles of Association in the presence of:

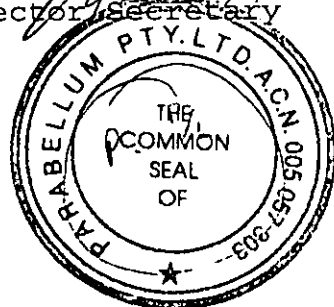
X *[Handwritten signature: Don Martin]*  
Director



X *[Handwritten signature]*  
Director/Secretary

THE COMMON SEAL of PARABELLUM PTY LTD A.C.N. 005 057 303 was hereunto affixed in accordance with its Articles of Association in the presence of:

Y *[Handwritten signature]*  
Director



X *[Handwritten signature: Marlene Martin]*  
Director/Secretary



# Imaged Document Cover Sheet

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**AB971847P**

27/03/2003 \$59 173  




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

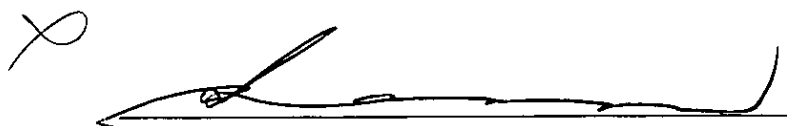
Lodged by:  
Name: Williams, Winter & Higgs  
Phone: 8601 8888  
Address: 377 Lonsdale Street, Melbourne  
Ref: KML:JET  
Customer Code: 1750W

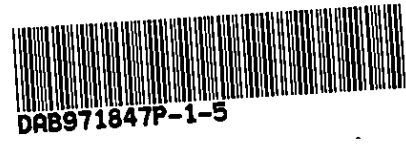
The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10651 Folio 119  
Authority or council: City of Whittlesea of Civic Centre, Ferres Boulevard, South Morang  
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 - 3 - 03,

Signed:   
For the City of Whittlesea



*T. ma*  
27 MAR 2003

**CITY OF WHITTLESEA**

Council

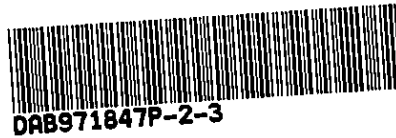
**- AND -**

**TESTON INVESTMENTS PTY LTD (A.C.N. 005 098 662)**

**&**

**PARABELLUM PTY LTD (A.C.N. 005 057 303)**

the Owner



---

**AGREEMENT UNDER SECTION 173  
OF THE PLANNING AND  
ENVIRONMENT ACT 1987**

---

*SUBJECT LAND: 58 Black Flat Road, Whittlesea  
being Lot D on Plan of Subdivision No. 447363T*

**AB971847P**



**WILLIAMS WINTER & HIGGS  
SOLICITORS  
377 LONSDALE STREET  
MELBOURNE 3000  
TELEPHONE: 8601 8888  
REFERENCE: KML:JET**

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**AB971847P**

27/03/2003 \$59 173



**DAB971847P-3-1**

**PLANNING & ENVIRONMENT ACT 1987**

**SECTION 173 AGREEMENT**



**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2003.

**B E T W E E N:**

**CITY OF WHITTLESEA** of Civic Centre, Ferres Boulevard, South Morang  
in the State of Victoria  
("Council")

- and -

**TESTON INVESTMENTS PTY. LTD. (A.C.N. 005 098 662)** of 68  
Doncaster Road, North Balwyn in the State of Victoria  
&  
**PARABELLUM PTY. LTD. (A.C.N. 005 057 303)** of 7 Marshall Avenue,  
Kew in the State of Victoria  
("the Owner")

**INTRODUCTION**

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. On 18<sup>th</sup> October, 2002 Council issued Planning Permit No. 706717 ("the Planning Permit") allowing the Subject Land to be subdivided into multi lots in accordance with Plan of Subdivision number PS510458G. Condition 3 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in the condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. The parties enter into this Agreement:
  - (a) to give effect to the requirements of the Planning Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. W492700U in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.



**AB971847P**



**IT IS AGREED:**

**1. DEFINITIONS**

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

- 1.1 **“the Act”** means the Planning and Environment Act 1987.
- 1.2 **“this Agreement”** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **“Plan”** means the Plan of Subdivision PS510458G. A copy of the plan is attached to this Agreement and marked with the letter “B”.
- 1.4 **“lot”** means a lot on the Plan.
- 1.5 **“Owner”** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.6 **“Planning Permit”** means the Planning Permit referred to in recital C of this Agreement.
- 1.7 **“Planning Scheme”** means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.8 **“Subject Land”** means the land situated at 58 Black Flat Road, Whittlesea being the land referred to in Certificate of Title Volume 10651 Folio 119 and any reference to that Land or any part of it.
- 1.9 **“Building”** has the same meaning as in the Act and includes dwellings, swimming pools, tennis courts and out-buildings.
- 1.10 **“Building Envelope”** means the area delineated and identified on the Plan as a building envelope or the like.
- 1.11 **“Party or Parties”** means the Owner and Council under this Agreement as appropriate.

**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.



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- 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 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.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 The Obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. **SPECIFIC OBLIGATIONS OF THE OWNER**

3.1 **Compliance with other permits**

The Owner agrees and acknowledges that the Owner must not build, construct or erect or cause or permit to be built, constructed or erected any Building on any lot outside of a Building Envelope, except with the written consent of the Council.

4. **OBLIGATIONS OF THE OWNER**

The Owner covenants and agrees that:

4.1 **Notice and Registration**

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

4.2 **Further actions**

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, acknowledgement 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.

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

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

6. **OWNER'S WARRANTIES**

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

7. **SUCCESSORS IN TITLE**

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

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

8. **GENERAL MATTERS**



8.1 **Notices**

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

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

8.2 A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;





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8.2.2 if posted, on the expiration of two business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 **No Waiver**

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

8.4 **Severability**

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

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

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

9. **COMMENCEMENT OF AGREEMENT**

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

Commonwealth Bank of Australia as Mortgagee of registered mortgage No. W492700U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

SIGNED SEALED and DELIVERED in Victoria for and on behalf of COMMONWEALTH BANK OF AUSTRALIA by its Attorney **GLENN VINCENT CARUANA** under Power dated 11 December 2000 a certified copy of which is filed in Permanent Order Book No. 277 at Page 016 who certifies that he/she is **SUPERVISOR EXECUTIONS AND REGISTRATIONS** Victoria of COMMONWEALTH BANK OF AUSTRALIA in the presence of:

*[Handwritten signature]*

*[Handwritten signature]*

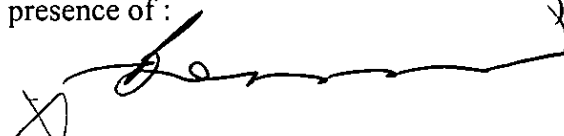
**AB971847P**

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

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

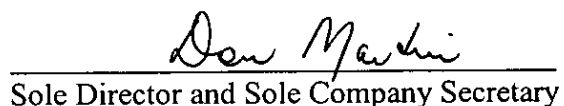


Print Office held

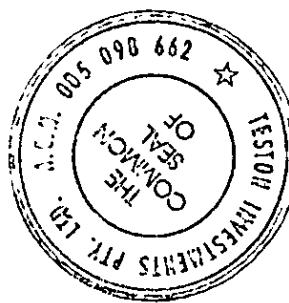


Print Office held

**THE COMMON SEAL** of )  
**TESTON INVESTMENTS PTY LTD** )  
**A.C.N. 005 098 662** was affixed in the )  
presence of the authorised person: )

  
Sole Director and Sole Company Secretary

DONALD ALAN MARTIN  
Full Name

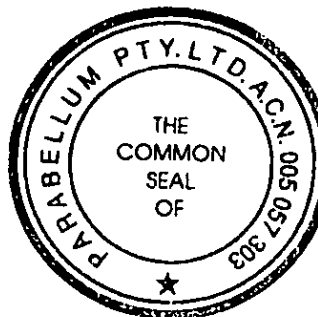


68 DONCASTER RD NTH BALWYN 3104  
Usual Address

**THE COMMON SEAL** of )  
**PARABELLUM PTY LTD** )  
**A.C.N. 005 057 303** was affixed in the )  
presence of the authorised person: )

  
Sole Director and Sole Company Secretary

IAN OSLAND MARTIN  
Full Name



7 MARSHALL AVE, KEW. 3101.  
Usual Address

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"A"

PERMIT NUMBER: 706717 (AMENDED)



City of Whittlesea



**PLANNING PERMIT**

WHITTLESEA PLANNING SCHEME

**ADDRESS OF THE LAND:**

58 BLACK FLAT ROAD, WHITTLESEA  
LOT: B PS: 422085L



**THE PERMIT ALLOWS:**

MULTI LOT RESIDENTIAL SUBDIVISION IN ACCORDANCE WITH THE ENDORSED PLANS

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

1. Before the plans of subdivision can be certified, three copies of amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and be generally in accordance with the plans submitted (with the application or some other specified plans) but modified to show:
  - (a) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements.
  - (b) A redesign of Lots 31-40 and 73 so that they comprise a maximum of 10 lots.
  - (c) Deletion of Lot 96.
  - (d) A redesign of Lots 89-92 to increase the size of Lot 89.
  - (e) Lots 98 and 122 combined to show one lot nominated as a medium density housing site with access to Oakbank Boulevard and the court.
  
2. (a) Prior to the issue of a Statement of Compliance for the subdivision, for all lots between 300m<sup>2</sup> - 450m<sup>2</sup> in area, three copies of a Building Envelope Plan must be submitted to, and approved by, the Responsible Authority. The plan shall accord

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Date Amended: 14/2/2003

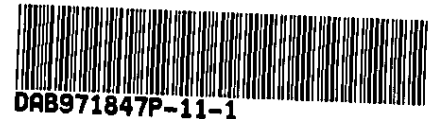
Signature for the Responsible Authority:

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

### WHEN DOES A PERMIT BEGIN?



A permit operates:

- \* from the date specified in the permit, or
- \* if no date is specified, from:
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - (ii) the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the land expires if -
  - \* the development or any stage of it does not start within the time specified in the permit, or
  - \* the development requires the certification of a Plan of Subdivision or consolidation under the *Subdivision Act 1998* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - \* the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or consolidation under the *Subdivision Act 1998*.
2. A permit for the use of the land expires if -
  - \* the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
  - \* the use is discontinued for a period of two years.
3. A permit for the development and use of the land expires if -
  - \* the development or any stage of it does not start within the time specified in the permit, or
  - \* the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - \* the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or
  - \* the use is discontinued for a period of two years.
4. If a permit for the use of the land or the development and use of the land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a Plan of Subdivision under the *Subdivision Act 1988*, unless the permit contains a different provision -
  - \* the use or development of any stage is to be taken to have started when the plan is certified; and
  - \* the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT APPEALS?

- \* The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- \* An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- \* An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- \* An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the prescribed fee.
- \* An appeal must state the grounds upon which it is based.
- \* An appeal must also be served on the Responsible Authority.
- \* Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- \* The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne, 3000. The telephone number is (03) 9628 9777.

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with the Standard C21 and any other relevant standard under Clause 56 of the Whittlesea Planning Scheme.

- (b) The Building Envelope Plan must include plans and a written statement to address each of the relevant objectives and performance measures of Clause 56 of the Whittlesea Planning Scheme to the satisfaction of the Responsible Authority.
  - (c) The Building Envelope Plan must specify measures to ensure that there are consistent objectives and complementary architectural treatments for agreed groups of lots to the satisfaction of the Responsible Authority.
3. Prior to the issue of a Statement of Compliance, the permit holder must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 to the effect that any dwelling and associated outbuildings and development be contained within the approved building envelope, unless written consent is obtained from the Responsible Authority to build outside the envelope.

The costs for the preparation and execution of the Agreement shall be borne by the permit holder.

- 4. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
- 5. Where the subdivision is to be developed in stages, a satisfactory sequential staging plan must be submitted to and approved by the Responsible Authority. The subdivision must proceed in the order of stages as shown on the endorsed plans unless otherwise agreed to by the Responsible Authority.
- 6. Reticulated water, sewerage and electricity must be available to each lot shown on the endorsed plans before any lot can be used for houses.
- 7. A detailed functional layout plan(s) for all streets in the subdivision or stage (s) of the subdivision, must be prepared and approved by the Responsible Authority prior to certification of the subdivision plan and endorsement of the construction plans. The functional layout plan(s) must show:
  - (a) the street reserve width together with fully dimensioned typical cross sections;
  - (b) location and type of carriageway pavement, parking bays, kerbs, footpaths, cycle paths vehicle entrances and traffic control devices;
  - (c) provision for indented car parking for all townhouse allotments at a ratio of 1 space per allotment , where the carriageway width is less than 6.4 metres;
  - (d) location of all existing trees and proposed street trees;

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- (e) details regarding the design and location of street furniture, including lighting, seats, bus stops, telephone boxes, mail boxes etc;
- (f) location of overland drainage flow paths;
- (g) street names and lot numbers.

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8. A landscape plan for the entire subdivision including streets, the drainage reserves and landscape strips must be prepared and submitted to the Responsible Authority prior to the approval of construction plans (engineering plans). The landscape plan must be drawn to scale with dimensions and show:

- (a) the location and type of species of proposed and existing vegetation (based on planting of advanced trees) and other landscaping;
- (b) details of all existing vegetation and proposed treatment to ensure their retention and viability, including the treatment around Trees;
- (c) a schedule of plant species and height at maturity;
- (d) the method for maintenance of landscaping;
- (e) the location and type of all fencing abutting Council reserves;
- (f) the location and type of shared pedestrian/bicycle paths;
- (g) the type, style and height of all fencing abutting the drainage reserves;
- (h) landscaping of the disturbed areas of the drainage reserves, including the planting of trees and regrassing over a minimum depth of 150mm top soil.



9. Prior to the issue of a Statement of Compliance, roadworks and drainage shall be provided in accordance with construction plans (engineering plans) and specifications to be approved by the Responsible Authority. The plans will not be approved until a functional layout plan has been approved, landscape plan has been submitted and the location of services determined, together with all necessary computations including a Form 13 for any structure, all to the satisfaction of the Responsible Authority. The construction plans submitted must be consistent with the approved functional layout plan and landscape plans and shall include:-

- (a) full construction of streets and full underground drainage, including measures to control/capture pollutants and silt;
- (b) the provision of all services and conduits (underground) including alignments and offsets on a separate plan;
- (c) traffic control measures as approved by the Responsible Authority;

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**Date Amended: 14/2/2003**

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- (d) the erection of street name plates to Council's standard design;
- (e) the full construction and paving of footpaths and cycle paths;
- (f) the construction of underground easement drains of sufficient capacity to serve all allotments being created to a legal point of discharge and the provision of an inlet on each such allotment;
- (g) the location and details of fill on the site, which shall be compacted to specification approved by the Responsible Authority;
- (h) indented parking bays outside all allotments on Oakbank Boulevard clear of two (2) 3.4 metre wide through traffic lanes;
- (i) provision of pavements to accommodate Council garbage collection vehicles which are 9.8m in length;
- (j) a complete set of "as constructed plans" following the completion of site works in a hard copy transparency and digital file format in Autocad (2000) or format to the satisfaction of the Responsible Authority;
- (k) permanent survey marks to the satisfaction of the Responsible Authority;
- (l) asset information to be submitted in digital format to the satisfaction of the Responsible Authority;
- (m) the provision and construction of conduits for optic fibre telecommunications services in accordance with Clause 22.13 of the Whittlesea Planning Scheme related to Telecommunications Conduit Policy;
- (n) the location of all crossovers;
- (o) a shared pedestrian/bicycle pathway along the drainage reserves to the satisfaction of the Responsible Authority. This should include details of how the pathway will connect to pathways on adjacent properties to the satisfaction of the Responsible Authority;
- (p) appropriate road connections with the abutting landholding to the west to the satisfaction of the Responsible Authority;
- (q) fencing for all properties abutting Council and Melbourne Water reserves;
- (r) Provision of fencing abutting the paths north and south of Oakbank Boulevard where it crosses the Black Flat Road drainage line;
- (s) The alignment of the wetland maintenance crossover and its connection with the pathway to the satisfaction of the Responsible Authority;

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- (t) Post and wire rope fencing along all roads abutting the drainage reserve;
  - (u) Details on batters adjacent to the pathway and road to the satisfaction of the Responsible Authority;
  - (v) Details of the low level crossing of the Black Flat Road drainage line to the satisfaction of the Responsible Authority.
10. Prior to the works commencing a site management plan consistent with the approved functional layout plan is to be submitted to the satisfaction of the Responsible Authority and include:
    - (a) appropriate mechanisms for protecting environmental assets including the measure to control/capture pollutants and silt during the construction phase of the subdivision.
    - (b) appropriate documentation for the provision of interim traffic movements and access prior to the completion of works in accordance with VicRoads work site traffic management, relevant VicRoads Field guides and AS 1742.3 – 1996.
  11. Bonding of any subdivision works shall only occur with the consent of the Responsible Authority. If the Responsible Authority consents to the bonding of works the permit holder must provide Council with a clear and achievable program for the completion of works. Council shall calculate an appropriate bond amount as security for the provision and maintenance of the works. Any reserves shown on the approved plans must be maintained by the permit holder to the satisfaction of the Responsible Authority, until Council takes over maintenance responsibility for those reserves.
  12. The developer must notify the Responsible Authority a minimum of 7 days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.
  13. Street tree planting, landscaping and other works shown on the endorsed functional layout plan, construction plan and landscape plan must be completed to the satisfaction of Council prior to the issue of a Statement of Compliance. The timing for completion of these works may only be altered with the written agreement of Council.
  14. (a) Prior to commencement of works hereby permitted, there shall be lodged with the Council an amount equivalent to 150 per cent of the cost of works as security deposit for the satisfactory completion and maintenance of street tree planting and landscaping works required.
    - (b) Upon completion of the street tree planting and landscaping works the developer must notify the Responsible Authority to undertake an inspection. If the works have been completed satisfactorily, Council will refund up to 80% of the security bond.

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**Date Amended: 14/2/2003**

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- (c) Upon the maintenance of the street tree planting and landscaping works for a period of two full summers from the Issue of a Statement of Compliance the developer must notify the Responsible Authority to undertake an inspection. If the works have been maintained to the satisfaction of the Responsible Authority, Council will refund the balance of the security bond.
  - (d) In the event that the street tree planting and landscaping works are not completed or maintained to the satisfaction of the Responsible Authority then Responsible Authority may complete and/or maintain the works and deduct the cost thereof (including supervision) from any security bond lodged pursuant to this permit.
15. Prior to the issue of a Statement of Compliance the areas proposed to be developed for public open space shall be embellished with the following works to the satisfaction of the Responsible Authority:
- (a) Removal of all existing disused structures, foundations, pipelines or stockpiles.
  - (b) Provision of sub and top soil, and hydro seeding of proposed public open space areas to provide a stable and appropriately drained
  - (c) Provision of bollards.
  - (d) Provision of water tapping/s.
16. Before certification of the subdivision, 14 copies of a plan including 2 signed heavyweight plans must be submitted as part of the certification application showing all bearings, distances, street names, lot numbers, and any necessary easements.
17. The proposed subdivision shall be provided with a conduit for the provision of optic fibre telecommunication services. The conduit shall be designed in accordance with Clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme and Planning Guidelines for Conduits for Optic Fibre Services, 2001. The allocation of space within roadways shall be shown on the road and drainage construction plans to the satisfaction of the Responsible Authority.
18. A Development Contribution(s) shall be paid in accordance with the approved *Residential Precinct 1 – Part 2 Outline Development Plan (Black Flat Road)* prior to the issue of the Statement of Compliance for the subdivision or for each stage if the subdivision is to be developed in stages.
19. In lieu of the provision of land for public open space, the developer or permit holder must pay the Council a sum equivalent to 8% of the site value of all the land in the subdivision in accordance with the approved *Residential Precinct 1 – Part 2 Outline Development Plan (Black Flat Road)*. This payment must be made prior to the issue of a Statement of Compliance for each stage.



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- 20. No native vegetation shall be destroyed, felled, lopped, ring barked or uprooted, without the consent of the Responsible Authority.
- 21. No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.
- 22. Prior to the issue of the Statement of Compliance, the developer must provide underground cabling for street lights for all streets in the subdivision, to the satisfaction of Council and the relevant electricity retailer.
- 23. All filling on the site shall be compacted to specifications approved by the Responsible Authority.
- 24. Except with the prior written approval from the Responsible Authority, no covenant or similar control shall be included on the title to any lot created within the subdivision, if it seeks to prohibit any use provided for in the Whittlesea Planning Scheme or place limits on the size or number of dwellings that may be erected on each lot within the subdivision.
- 25. Prior to the issue of the Statement of Compliance, the permit holder will be required to pay to Council any costs associated with damage to Blackflat Road caused by construction vehicles associated with the subdivision.

**Yarra Valley Water Conditions**

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

**TXU Networks Pty Ltd Conditions**

- 28. The applicant must enter into an agreement with TXU for supply of electricity to each lot on the endorsed plan.
- 29. The applicant must enter into an agreement with TXU for the rearrangement of the existing electricity supply system.
- 30. The applicant must enter into an agreement with TXU for rearrangement of the points of supply to existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by TXU.
- 31. The applicant must obtain for the use of TXU any other easement required to service the lots.

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32. The applicant must adjust the position of any existing TXU easement to accord with the position of the electricity line(s) as determined by survey.
33. The applicant must set aside on the plan of subdivision Reserves for the use of TXU for electric substations.

### Country Fire Authority Conditions

34. There must be a hydrant within 120 metres from the outer edge of the building envelope.
35. Fire hydrants must be clearly identified in accordance with the Fire Service Guideline – Identification of Street Hydrants for Fire Fighting Purposes.

### Telstra Conditions

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

### Melbourne Water Conditions

39. Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
40. Appropriate drainage works are to be constructed as part of the Black Flat Road Drainage Scheme. Such works are to include the construction of the following:
  - Open waterway along Tributary 6071 of Bruce's Creek to include meandering pilot channel, with pools and runs of macrophyte plantings and rock beaching at pipe outlets.
  - Augmentation of existing wetland system along Bruce's Creek and reconstruction of wetland.
41. All allotments to be at least 300mm above the applicable flood levels.
42. During construction measures shall be taken to ensure that no polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or

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 Date Amended: 9/1/2003  
 Date Amended: 14/2/2003

Signature for the  
 Responsible Authority:

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watercourses. An Environmental Management Plan detailing the proposed measures is to be forwarded to Melbourne Water for approval prior to any construction activities.

- 43. Any crossing of Tributary 5071 will require the separate approval from Melbourne Water.
- 44. Separate application direct to Melbourne Water must be made for any new storm water connection to Melbourne Water's drains or watercourses.
- 45. Appropriate easements and reserve are to be created in favour of Melbourne Water over proposed drainage assets.
- 46. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- 47. Engineering plans of the subdivision are to be forwarded to Melbourne Water for comment prior to construction.
- 48. A Certified Survey Plan (CSP) showing as constructed levels is to be forwarded to Melbourne Water confirming item 3 above has been met.

**Time Limit**

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

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

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

**Telstra Note:**

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

**Melbourne Water Notes:**

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Brian Clarke on telephone 9235 2243, quoting Melbourne Water's reference 73552.

**Date issued: 18/10/2002**  
**Date Amended: 9/1/2003**  
**Date Amended: 14/2/2003**

**Signature for the Responsible Authority:**

706717



**DAB971847P-19-1**

**AB971847P**

27/03/2003 \$59 173



**Advice to Council/Applicant**

Council is to enter into a license with Melbourne Water regarding the location and operation of the bicycle path within Melbourne Water's existing and future Drainage Reserves. All Melbourne Water's reasonable costs associated with the preparation of the license are to be borne by the developer.

A portion of the property is subject to flooding from Bruces Creek and Tributary 6071 of Bruces Creek. The design and construction of Tributary 6071 is to cater for the 1 in 100 year storm event. All lots must be kept at least 300mm above the flood level of Bruces Creek and any proposed filling of the land must be discussed with Melbourne Water.

The actual width of the Reserve containing tributary No. 6071 of Bruces Creek is to be determined by a preliminary design agreed to by Melbourne Water. The width of the reserve is to allow for maintenance access satisfactory to Melbourne Water.

The preliminary/detail design of tributary 6071 will need to be discussed with the owner's consultants (Lanstart) for the property directly upstream of Northwood Estate to achieve a satisfactory design.

It is noted that a Cultural Heritage Study has been carried out and a copy forwarded to Melbourne Water as a condition of the previous stage of the estate.

Melbourne Water recommends that 'Best Practice Environmental Management Guidelines for Urban Stormwater' be referred to when preparing a site management plan.

It is recommended that Water Sensitive Urban Design is considered for future stages of the estate.

**Amended Permit Note:**



This permit was amended on 9 January 2003 as follows:

**DAB971847P-20-6**

- Condition No. 3 now requires the permit holder to enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 prior to the issue of a Statement of Compliance rather than prior to certification of the subdivision.

**Amended Permit Note:**

This permit was amended on 14 February 2003 as follows:

- Condition No. 2 (a) now requires the submission of a building envelope plan for all lots between 300m<sup>2</sup> – 450m<sup>2</sup> in area prior to the submission of a Statement of Compliance rather than prior to the certification of any stage of the subdivision.

**Date issued: 18/10/2002  
Date Amended: 9/1/2003  
Date Amended: 14/2/2003**

**Signature for the  
Responsible Authority:**

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Complete Home Conveyancing C/- Triconvey (Reseller)  
77 Castlereagh Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 619665

NO PROPOSALS. As at the 28th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

42 OAKBANK BOULEVARD, WHITTLESEA 3757  
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 28th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 77918650 - 77918650122301 '619665'**

Created at 28 August 2025 12:24 PM

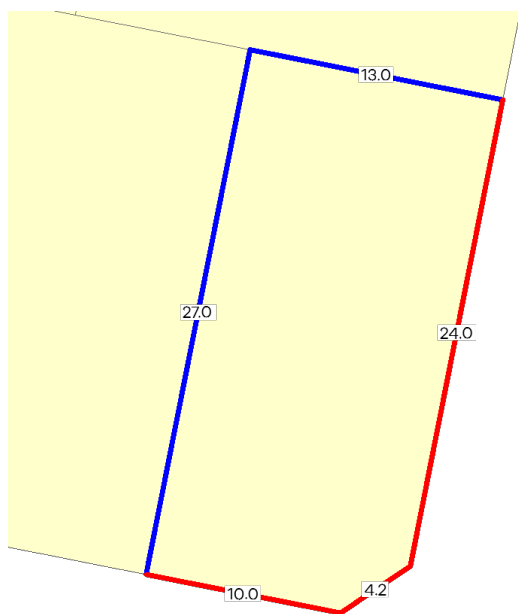
## PROPERTY DETAILS

Address: **42 OAKBANK BOULEVARD WHITTLESEA 3757**  
Lot and Plan Number: **Lot 105 PS510458**  
Standard Parcel Identifier (SPI): **105\PS510458**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **548222**  
Directory Reference: **Melway 246 F6**

[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:** 347 sq. m

**Perimeter:** 78 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: **NORTHERN VICTORIA**  
Legislative Assembly: **YAN YEAN**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 28 August 2025 12:24 PM

## PROPERTY DETAILS

Address: **42 OAKBANK BOULEVARD WHITTLESEA 3757**  
 Lot and Plan Number: **Lot 105 PS510458**  
 Standard Parcel Identifier (SPI): **105\PS510458**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **548222**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 246 F6**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

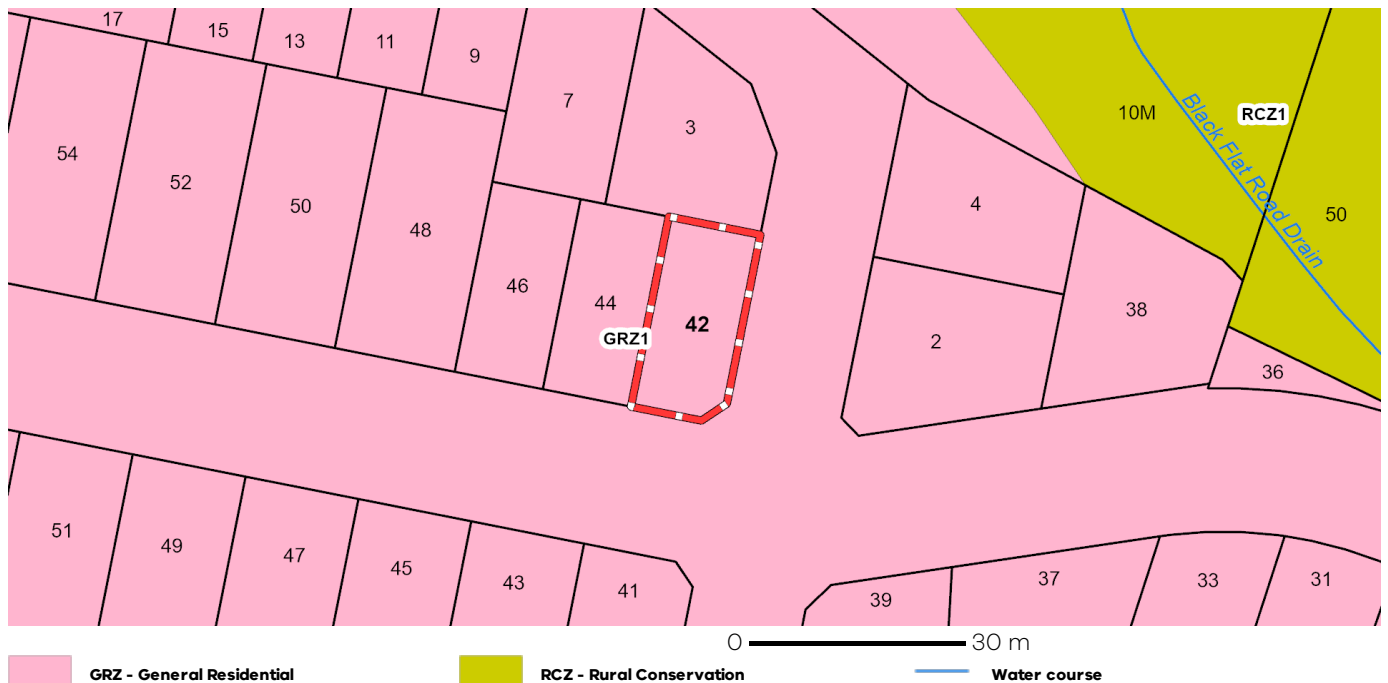
Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **YAN YEAN**  
 OTHER  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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

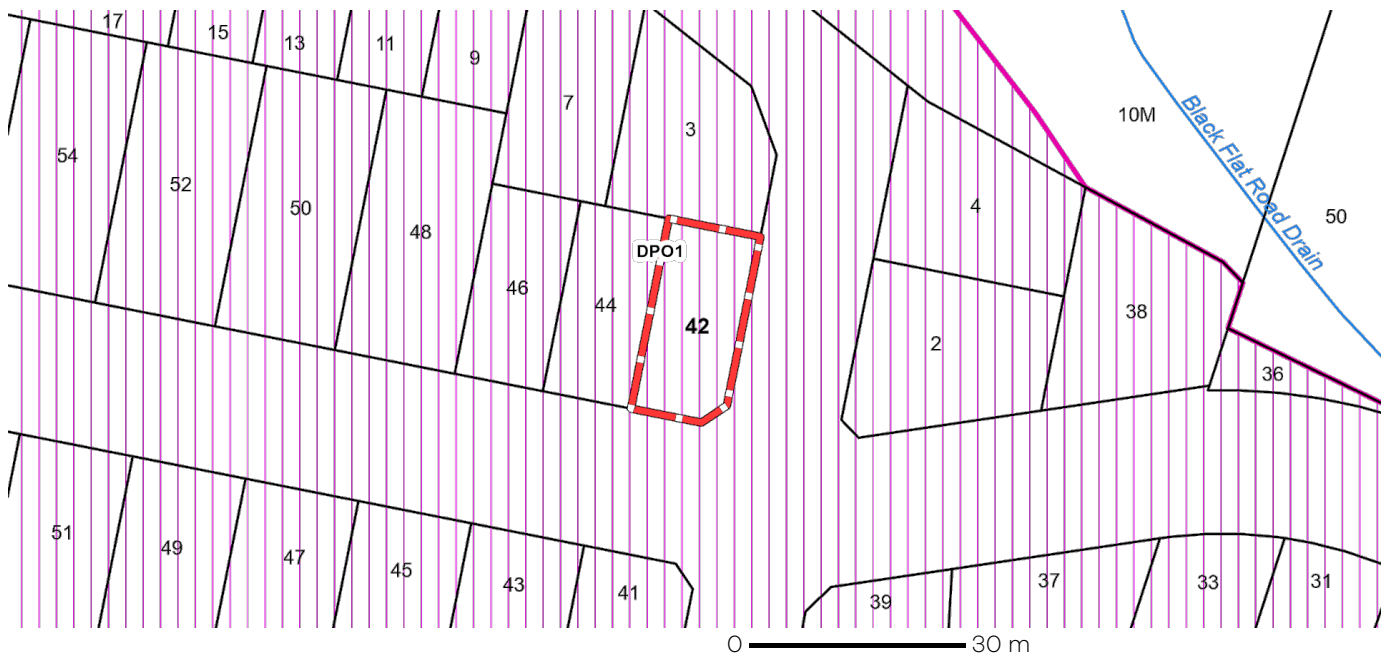


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

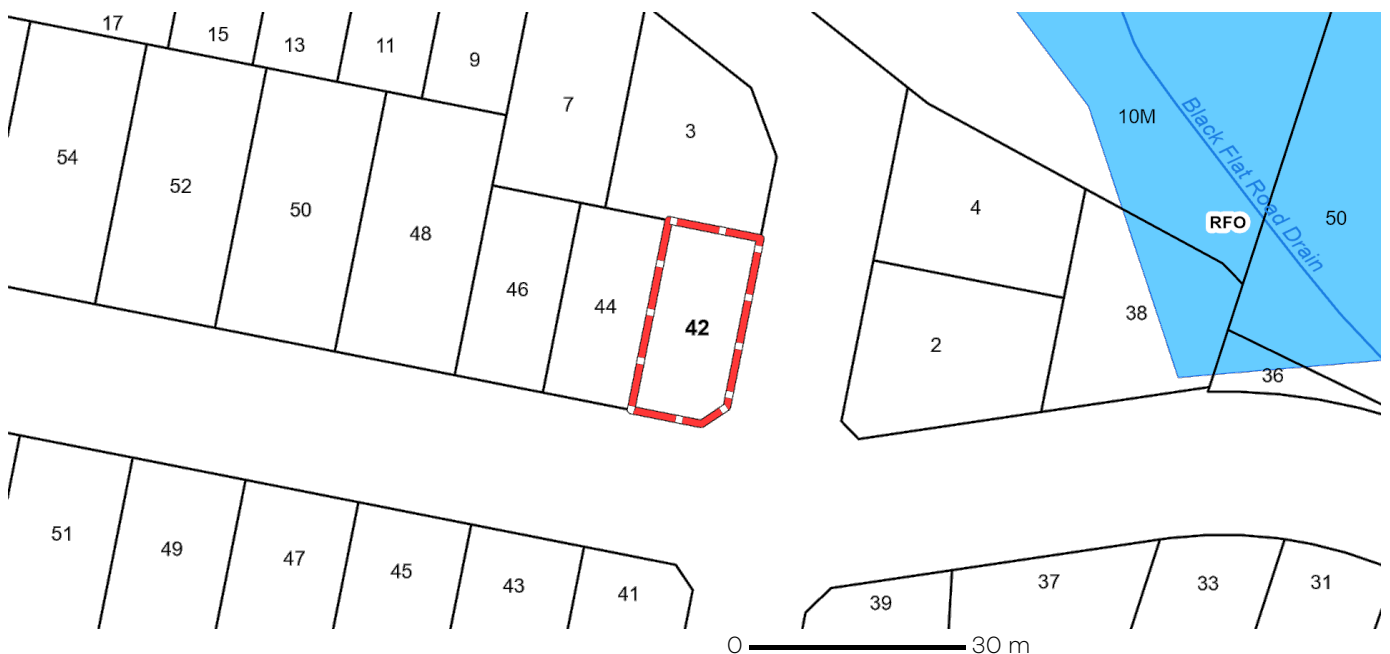


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### RURAL FLOODWAY OVERLAY (RFO)



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 28 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

Enquiries: *Building and Planning Administration 9217 2170*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 77918650-019-1

9 September 2025

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
 42 (Lot 105) Oakbank Boulevard WHITTLESEA**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations .....	<b>Not Applicable</b>
Details of any current notice or order issued by the relevant building surveyor under the Act .....	<b>No</b>

*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely

**BUILDING & PLANNING  
 CITY OF WHITTLESEA**

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
  
**ABN 72 431 091 058**

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

**Date of issue**  
28/08/2025

**Assessment No.**  
548222

**Certificate No.**  
175756

**Your reference**  
77918650-017-7

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 42 Oakbank Boulevard WHITTLESEA 3757

**Description:** LOT: 105 PS: 510458G

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$550,000	\$310,000	\$27,500

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

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

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2025	\$1,300.39
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$95.15
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$448.00
Interest to 28/08/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00

*Balance of rates & charges due:* \$2,389.49

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$2,389.49**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

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

**Phone:** 9217 2170

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

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

Free telephone interpreter service

 **131 450**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

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

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

## 6. Other information:



Authorising Officer

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

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

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**Payment can be made using these options.**

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **548222**



Phone 1300 301 185  
Ref **548222**



Billers Code **5157**  
Ref **548222**

28th August 2025

Complete Home Conveyancing C/- Triconvey (Reseller)  
LANDATA

Dear Complete Home Conveyancing C/- Triconvey (Reseller,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	42 OAKBANK BOULEVARD WHITTLESEA 3757
<b>Applicant</b>	Complete Home Conveyancing C/- Triconvey (Reseller) LANDATA
<b>Information Statement</b>	30968066
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	619665

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

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

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	42 OAKBANK BOULEVARD WHITTLESEA 3757
------------------	--------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	42 OAKBANK BOULEVARD WHITTLESEA 3757
------------------	--------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

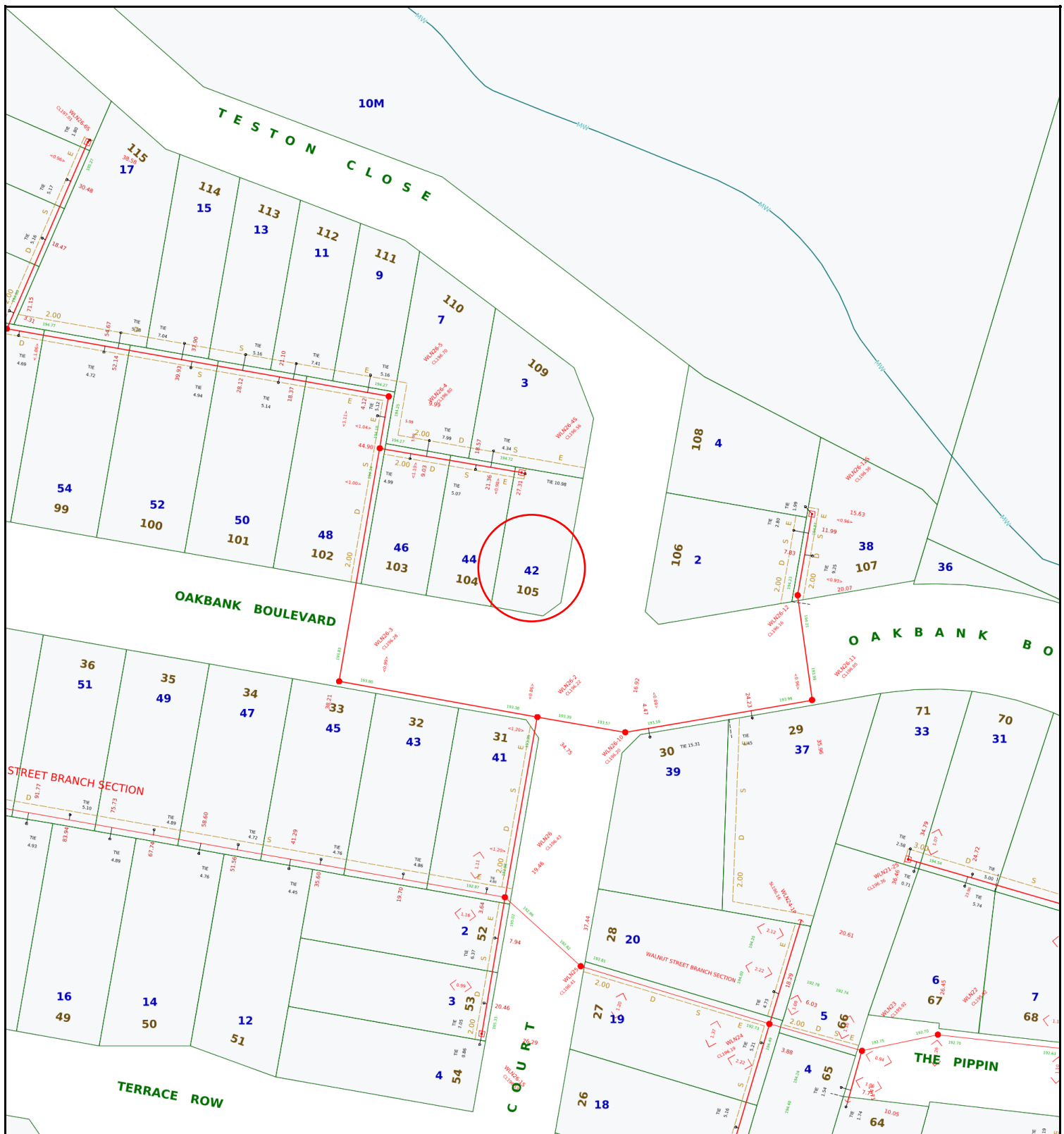
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

The Plenty River Upper and/or a Tributary of Bruces Creek (Melbourne Water File 73552) is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

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

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

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

















**Yarra Valley Water  
Information Statement  
Number: 30968066**

<b>Address</b>	42 OAKBANK BOULEVARD WHITTLESEA 3757
<b>Date</b>	28/08/2025
<b>Scale</b>	1:1000



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

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

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

Complete Home Conveyancing C/- Triconvey (Reseller)  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

Account No: 4467321023  
Rate Certificate No: 30968066

Date of Issue: 28/08/2025  
Your Ref: 619665

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
42 OAKBANK BVD, WHITTLESEA VIC 3757	105\PS510458	1613454	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge <i>Step 1 – 11.000000kL x \$3.43420000 = \$22.32</i> <i>Step 1 – 0.000000kL x \$3.57240000 = \$16.08</i> Estimated Average Daily Usage \$0.44	09-05-2025 to 05-08-2025	\$38.40	\$38.40
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$17.29	\$17.29
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$66.87
	<b>Total for This Property</b>		\$289.03



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

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**Property No:** 1613454

**Address:** 42 OAKBANK BVD, WHITTLESEA VIC 3757

**Water Information Statement Number:** 30968066

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 44673210234

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

**Your Reference:** 2025/1443

**Certificate No:** 92968644

**Issue Date:** 28 AUG 2025

**Enquiries:** CXN2

**Land Address:** 42 OAKBANK BOULEVARD WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31068708	105	510458	10767	353	\$0.00

**Vendor:** KARENINA FROMHOLD AS EXECUTOR OF THE ESTATE OF LI

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
ESTATE OF MISS LISSA MCQUEEN	2025	\$310,000	\$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
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**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): \$550,000

SITE VALUE (SV): \$310,000

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

# Notes to Certificate - Land Tax

Certificate No: 92968644

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## 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 = \$1,380.00

Taxable Value = \$310,000

Calculated as \$1,350 plus ( \$310,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,500.00

Taxable Value = \$550,000

Calculated as \$550,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 92968644

### 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: 92968644

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2025/1443

Certificate No: 92968644

Issue Date: 28 AUG 2025

Enquires: CXN2

Land Address: 42 OAKBANK BOULEVARD WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31068708	105	510458	10767	353	\$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: \$550,000

SITE VALUE: \$310,000

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92968644

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2025/1443

Certificate No: 92968644

Issue Date: 28 AUG 2025

Land Address: 42 OAKBANK BOULEVARD WHITTLESEA VIC 3757

Lot	Plan	Volume	Folio
105	510458	10767	353

Vendor: KARENINA FROMHOLD AS EXECUTOR OF THE ESTATE OF LI

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**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 92968644

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## 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.

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## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 92968643</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 92968643</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# In the Supreme Court of Victoria In its Probate Jurisdiction

## In the Will of **LISSA MCQUEEN**

Late of 42 Oakbank Boulevard, Whittlesea, Victoria, Student Administrator,  
deceased.

**Be It Known** that the Registrar of Probates orders that:

Probate of the Will executed on 23 April 2022 (a true copy of which is annexed)  
of the abovenamed deceased who died on 24 February 2025 be granted to  
**KARENINA FROMHOLD** of Unit 20, 22 Howard Street, North Melbourne,  
Victoria.

Non-proving executor: Bonnie Price (unable to act).

Date made and authenticated: 21 July 2025



**Kathrine Price**  
**REGISTRAR OF PROBATES**

This is the last will and testament of me, **Lissa McQueen** of 2 Lawley street, Reservoir, 3073 in the state of Victoria, Support worker on 20.04.2022.

1. I **hereby revoke** all former wills codicils and testamentary dispositions previously made by me **and declare** this to be my last will and testament.
2. In this will the word children includes child and the word spouse includes domestic or de facto partner.
3. Where any gift herein is made to a person who does not survive me for a period of 30 days the gift is to be treated as if that person died before me.
4. In this will any gift which depends on the beneficiary surviving me by a specified period or attaining an age does not vest unless the beneficiary so survives or attains the age specified. Income produced by the gift after my death and before vesting accumulates to the gift.
5. I **appoint** as my executor and trustee, my daughter **Bonnie Price** of 2 Lawley Street Reservoir if she is 21 years of age or older. If Bonnie Price is under 21 years of age or unable or unwilling to act or continue to act, in which event I appoint I appoint **Karenina Fromhold** of 20/22-26 Howard Street North Melbourne in the said state unless unable or unwilling to act or continue to act, in which event I appoint **Sally Watt**, my mother of 214 Nicholson Street Bairnsdale **and Amanda Watt**, my Aunty by marriage to Andrew Watt of 211 Army Road Pakenham to equally share the role of executors in the said state **and I declare** that the expression my trustees' when hereinafter used and where the context permits shall mean and include the executor or executors and trustee or trustees for the time being of my will whether original, surviving, substituted or additionally appointed, and I direct that providing one trustee remains other trustees may retire without being replaced.
6. Gifts to my trustees are not dependent on them acting as my executors or trustees and the may apply to the court for commission.
7. All digital rights, accounts, assets and device content which is not otherwise personal property or the subject of a specific bequest, shall form part of the residue or my estate and my executor is empowered to deal with these assets.

Testator



Witness

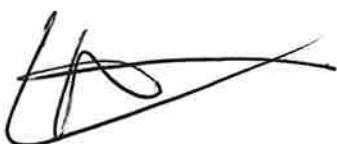


Witness



8. I direct my executor to consent to the removal of my organs for donation, medical or other research purposes.
- 9.
10. I direct my executor to arrange for my cremation and for my ashes to be scattered at the Blue Pool, Briagalong, Victoria at a time that they choose.
11. I direct my executor to arrange a modest farewell service, preferably held outside in nature with no religious content, Use an environmental service provider and plant a tree for me. Provide catering and a venue after the funeral with my family and friends to eat, listen to music and be together.
12. My executor and trustees hold my estate:
- a) To sell, call in or convert into money any part of my estate and pay any and all death, estate or succession duties, debts, funeral and testamentary expenses and any other costs, fees or expenses associated with my death or the administration of my estate.
  - b) To give **Bonnie Price** of 2 Lawley Street Reservoir in the said state the entirety of my estate provided she survive me and if not to any child of hers and if more than one, then tenant in common in equal shares.
  - c) **Bonnie Price** may choose but is not required to, to give **Karenina Fromhold** (aunty), **Sally Watt** (grandmother) and **Lindsay Fromhold** (grandfather) household / personal items that are not valued at more than \$1,000 or listed as specific financial assets in the additional list provided.
  - d) If **Bonnie Price** predeces me, **Karenina Fromhold** of 20/22-26 Howard Street North Melbourne and **Sally A Watt** of 214 Nicholson Street Bairnsdale shall have equal share in common.
12. My trustees may in their discretion:
- a) Exercise any powers given to them by law and have all the powers, authorities and discretions of a natural person, including but not limited to the power to invest and change investments freely as if they were beneficially entitled to them;
  - b) During the minority of any beneficiary to apply the whole or such part as my Trustee shall think fit of the income and capital of the expectant or presumptive share of such beneficiary for or towards their maintenance, education, advancement or benefit;
  - c) Apply for the maintenance, education, including travel to broaden the mind, advancement or benefit of a beneficiary the whole or any part of the capital and income of that part of my estate to which the beneficiary is entitled or my in future be entitled;

Testator



Witness



Witness



- d) Make a payment or payments to a minor beneficiary's parent or guardian or a person with whom the minor beneficiary resides and accept the receipt of that payee as an absolute discharge;
- e) Acquire or lease a property for occupation, use or enjoyment by a beneficiary, whether alone or with some other person or persons;
- f) Sell, lease, exchange, transfer to a beneficiary or otherwise dispose of property in my estate in the terms they consider expedient as though they were absolute beneficial owners;
- g) Invest my residuary estate. My Trustee must in exercising the investment powers exercise care and diligence and skill that a prudent person engaged in my Trustee's profession would exercise in managing the affairs of the other persons. The Trusts created by Will are subject to the provisions of sections 4 and 6 inclusive of the Trustee and Trustee Company (Amendment) Act 1995.

13. Guardian - I appoint **Lindon Price** as guardian of my minor child **Bonnie Price**. If he is unable or unwilling to act as guardian of **Bonnie Price** then I appoint **Karenina Fromhold**, then **Sally Watt**, then **Andrew and Amanda Watt**.


14. I declare that I have made no provision under this will for my ex-husband **Lindon Price** since our marriage has broken down and separated completely in 2010.


Dated the 23 Day of April 2022



Testator

The testator signed in the presence of both of us being present at the same time, and we the attested their signature in the presence of them and of each other.

Witness   
 Full Name: Lucas Dean Courtney  
 Occupation: Stonemason  
 Address: U 2/19-11 Wilson Blvd  
Reservoir Vic, 3073

Witness   
 Full Name: Melissa Jane Foley  
 Occupation: Administration  
 Address: 2/9-11 Wilson Blvd  
Reservoir Vic, 3073



**For Lissa McQueen's will – list of assets and instructions 20 April, 2022.**

A list of all your assets and where these assets are;

- Car – Purple Holden HZ Utility 1979, located at above address Approximate Vale 25-40k

· Car – Hyundai i20 – 9 years old - located at above address

· Diamond ring – diamonds and white gold - located at above address

· Ruby ring – Ruby, white gold and Yellow gold - located at above address

· Tapestries – my art and art collected from other artists - located at above address

· Vinyl Record collection - located at above address

· Jewellery

· Household items including furniture, crockery, HIFI, technology, camping etc - located at above address

· Bank accounts x 5 – two saving accounts, two daily activity/short term saving accounts and a business account that holds payable TAX on income form Support work. All with Bank Australia. Member # 713421

· Shares AVZ Minerals 21,912 shares currently at \$25,965.72 AUD Stock has increased since purchasing in January and March 2022.

AFI Australian Foundation Investment Company. 369 shares purchased Jan 2022. Current Value \$3,066.39. These are long term shares (plan is for approximately 15-20 years) that should assist Bonnie to purchase a property.

- Superannuation:

UniSuper – MJ PRICE (they wouldn't allow me to change my long on name when previously requested) Member Number 8398007. Current Value \$95,402.48. My policy nominates Bonnie Price as the beneficiary that would receive these funds. (Lissa Joy)

- Life Insurance – Death only cover - UniSuper (they wouldn't allow me to change my long on name when previously requested) Member Number 8398007. \$315k My policy nominates Bonnie Price as the beneficiary that would receive these funds.

- All paperwork is on desk or in filing cabinet

- Centrelink – currently receive Family assistance

- Body and Funeral

Donate my organs/cells/blood if possible. I'm a registered organ donor.

Spend minimal money on formal funeral cremation/service. No cemetery please.

Use an environmental service provider and plant a tree for me. Personal stories from loved ones are encouraged, but no religious content. If it can be done outside (weather etc), be outside in nature somewhere.

Provide catering and a venue after the funeral with my friends and family to eat nice food, listen to good music and share time together.



- Burial/Ashes

Take my ashes to the Blue Pools and spread them there.

Wrap in shroud/low cost/option to prepare the body and no embalming), as simple as possible and plant a tree over me. Whatever feels right to you.

- In addition to family, please reach out to the following people who are special to me:

Friends:

*send note*

Vanessa Foley & Luke Courtney 0402 218 061


- Mark Norton 0409 180 397
- Collis Ciavola (Minole) 0439 831 371
- Adam Henschke (Wheels) 0434 959 369 [adamhenschke@gmail.com](mailto:adamhenschke@gmail.com) or Via Signal on my phone as he may be overseas

*send note*

- Kerry Pryor 0419 727 272
- Lissa Wonderlust 0415 050 295
- Melanie Lewis 0410 052 672
- Jayde Ferris and Teagan 0410 408 800
- Joel Dyer 0418 891 979
- Kathy Storer 0431 619 353
- Scotti Alsop 0414 763 371
- Sue Levings 0401 872 454

*send note*

• ~~Car Club – Northern Gal~~  
Paula Scarso 0407 567 556

- Mechanic – Sam 0422 081 170 

Previous Work Colleagues

Dinch 0403 276 778

Tro 0403 520 656

Laura (Bruce) 0410 013 072

Madeline McCormac and Fallon Coade (via name Gwenda Elsie) on Messenger

Neighbours

Theoni and Harry 0411 591 950

Sandra and Berto 9460 9177

Work

Support Client

Michelle McLachlan 0434 055 901

Peter Lalor Secondary College

Kim Renda Vice Principle 0410 337 865

Melissa Lozanovski Principle 0430 079 779



Bonnies Dad  
Lindon Price 0425 763 053

Bonnies School  
Reservior West Primary School 9478 8211

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