Contract of Sale of Land

Property:

150 Towts Road, Whittlesea VIC 3757

NEW VOGUE CONVEYANCING
incorporating the practice of:

Mountain Ranges Conveyancing

@nvconvey

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:
- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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: **Steven James Laurence Bates**

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of Sale

Vendor's estate agent

Name: **Stone Real Estate - Whittlesea**

Address: Shop 1, 75 Church Street, Whittlesea VIC 3757

Email: deanzammit@stonerealestate.com.au

Tel: 03 9716 2000 Mob: 0405 140 704 Fax: Ref: Dean Zammit

Vendor

Name: **Steven James Laurence Bates**

Address: 150 Towts Road, Whittlesea VIC 3757

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: **New Vogue Conveyancing**

Address: **Croydon –** Suite 5, 174 Main Street, Croydon VIC 3136
Whittlesea – Suite 3, Level 1, 66 Church Street, Whittlesea VIC 3757

Email: office@nvconvey.com.au

Tel: (03) 9737 6641 Mob: Fax: Ref: 25-01622

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	**10860**	**Folio**	**066**	**1**	**PS436682N**

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

Property address

The address of the land is: **150 Towts Road, Whittlesea VIC 3757**

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

All fixed floor coverings, window furnishings and light fixtures, in their current condition AS INSPECTED.

Exclusions: Flag pole, work benches & shelving in shed (not fixed), mounted TVs, memorabilia in the bar.

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

GST Withholding (general condition 25)

The Vendor hereby notifies the Purchaser in accordance with Section 14-255(1) of Schedule 1 of the *Taxation Administration Act 1953 (cth)* that the Purchaser is **NOT** required to make a withholding payment to the supply because the property is an Existing Residential Property.

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*:

☐ 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.~~

Loan (general condition 20) – **NOT APPLICABLE IF SOLD AT AUCTION**

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report – NOT APPLICABLE IF SOLD AT AUCTION

☐ General condition 21 applies only if the box is checked. Refer also Special Condition 6.1.

Pest report – NOT APPLICABLE IF SOLD AT AUCTION

☐ General condition 22 applies only if the box is checked. Refer also Special Condition 6.1.

Special Conditions

Instructions to agents: *When adding special conditions:*

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

PURCHASER'S WARRANTIES

1. The Purchaser acknowledges that they have inspected the structures, buildings and the Land and performed all required investigations and warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

   (a) Accepts the land, structures and improvements in its current condition and state of repair subject to all defects, (whether latent or patent), including any non-compliance with applicable building codes standards and regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve any required compliance.

   (b) Shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or in relation to compliance with the Building Act 1993, Victorian Building Regulations, Municipal by-laws, relevant statues and any regulations thereunder including the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities.

   (c) Is satisfied about the purposes for which the land may be used and about all restrictions, planning approvals, current or future, and prohibitions on their intended use or development of the land.

   (d) Save as is otherwise expressly provided, acknowledges that as it is purchasing the property and chattels in its present condition and state of repair and the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property or chattels hereby sold.

   (e) Agrees that this Contract contains all agreements made between the parties and the Purchaser shall not be entitled to rely on any representations, verbal or otherwise made by the Vendor or its agents or any representations which are not contained in this Contract or in a Deed or Variation to this Contract.

NO WARRANTY BY VENDOR

2.1 The Vendor gives no warranty:

   (a) That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations, applicable code and standards.

   (b) That the use to which the land may be intended to be used by the purchaser is suitable for that intended use.

   (c) That any of the chattels, appliances, fixtures or fittings in that building are operational or functional unless specifically stated otherwise.

2.2 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. The Purchaser warrants that it has made its own enquiries and as to the environmental state of the Property prior to entering into this Contract.

CLAIMS BY PURCHASER

3. The Purchaser shall make no objection, claim compensation or delay settlement or payment of the balance of the purchase price because of anything in connection with:

   (a) any improvements, buildings or structures erected on the land, or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards or building regulations.

   (b) The failure or defect (latent or patent) in any structure, improvements on the land, chattels or goods.

   (c) The nature of quality and classification of the soil and subsoil of the land.

   (d) The suitability, condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

PLANNING AND USE

4.1 The Purchaser acknowledges and agrees that the Purchaser buys the property subject to its own enquiries and investigations without any reliance on any representation made by the Vendor in relation to planning or potential use of the Property.

4.2 The Purchaser further acknowledges that it buys the Property subject to:

(a) All present and future restrictions or contributions imposed by the relevant planning scheme, or any other relevant scheme;

(b) All present and future planning controls, permits and approvals;

(c) All present and future environmental controls;

(d) All present and future building controls, permits and restrictions.

4.3 The Purchaser accepts that any notices or orders relating to the property which are made or issued on or after the day of sale shall be the sole responsibility of the Purchaser and the Purchaser shall indemnify the Vendor against any such liability.

DEFAULT

5.1 If the purchaser shall default in compliance with the terms and conditions of this Contract the Purchaser shall pay upon demand:

(a) interest as herein provided;

(b) all expenses incurred by the Vendor as a result of such breach;

(c) the Vendor's Agent/Conveyancer/Legal costs of and incidental to the preparation and service of any notice of default of $880 inclusive of GST; and

(d) all costs and expenses as between agent/conveyancer/solicitor and own client.

5.2 Without in anyway limiting the foregoing the Vendor further gives notice to the Purchaser that in the event the Purchaser fails to complete the purchase of the said property on the due date under the Contract the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser would be required to pay, in accordance with the terms of the Contract:

(a) the cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;

(b) interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;

(c) accommodation and storage expenses necessarily incurred by the Vendor; and

(d) penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

AMENDMENT OF GENERAL CONDITIONS

6.1 The following General Conditions do not apply to this Contract:

General Conditions 11 (PPSR), General Condition 13 (General Law Land), General Conditions 31.4 – 31.6 inclusive.

6.2 General Conditions 21 & 22 are amended by replacing the words "14 days" with "7 days".

6.3 General Condition 27.4(d) is amended by adding the words: "Should any notice by email be received on a weekend or public holiday, the time of receipt of notice is deemed to have been given on the next business day".

6.4 For the purposes of General Condition 31.2, the parties agree that the following (including but not limited to) small scratches, marks or nail holes on walls, cracks, smudges, scuffs, light stains, unmown grass, fallen leaves and minor debris in or around the property constitutes "fair wear and tear". The Purchaser further acknowledges that the Vendor is under no obligation to have the property professionally cleaned prior to settlement.

6.5 General Condition 33 is amended to delete the words "2% per annum" and is replaced with "4% per annum…".

SWIMMING POOL/SPA

7.1 In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by signing this Contract that the swimming pool or spa located on the property may not have fencing or safety measures that comply with the requirements of current Building regulations or be registered.

7.2 In the event that the swimming pool or spa is non-compliant, it is the Purchaser's responsibility from the Day of Sale to bring the swimming pool or spa into compliance with current building regulations.

7.3 The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with the current building regulations, including the registration, inspections or compliance.

7.4 The Purchaser agrees that it will not:

(a) require the Vendor to comply with any notice issued by any authority on or after the Day of Sale directly or indirectly related to the swimming pool or spa;

(b) delay settlement for any reason directly or indirectly related to the swimming pool or spa;

(c) seek compensation from the Vendor for any non-compliance with the current building regulations related to the swimming pool or spa; or

(d) seek to terminate this Contract for any reason directly or indirectly related to or associated with the swimming pool or spa.

AUCTION

8. 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 Schedule 1 to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

ACCEPTANCE OF TITLE

9. If 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.

ADJUSTMENTS

10.1 The Purchaser must provide to the Vendor copies of all certificates and other information used to calculate the adjustments, if requested by the Vendor.

10.2 The Statement of Adjustments ("Adjustments") must be received by the Vendor's representative on or before 5 clear business days prior to settlement.

10.3 If the Purchaser and/or the Purchaser's representative fails to provide the Adjustments in accordance with this Special Condition the Purchaser will be taken to be in breach of this Contract and the Vendor's Conveyancer will be entitled to prepare the Adjustments on behalf of the Purchaser.

10.4 If the Adjustments are prepared by the Vendor's Conveyancer because of a breach by the Purchaser pursuant to this Special Condition, the Purchaser will be required to pay the Vendor's conveyancer's reasonable costs of $220.00 which are to be adjusted in favour of the Vendor at settlement, in satisfaction of the Purchaser's breach of this Special Condition.

10.5 The parties agree that, for the purposes General Condition 23.2, the expression "periodic outgoings" shall expressly exclude any amounts to which Section 10G or 10H of the *Sale of Land Act 1962* applies.

GUARANTEE

11.1 If the Purchaser shall be or include a company, the company will on the Day of Sale upon execution of this Contract procure the execution by each of its directors of the Guarantee in the form to be held by the Vendor.

11.2 Each person who signed this Contract warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability; and will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser.

11.3 If the Purchaser fails to deliver the executed Guarantee within the prescribed time, then the Vendor, at the Vendor's absolute discretion, may end this Contract upon written notice to the Purchaser.

SOLAR

12. If the property includes solar panels, the purchaser acknowledged that:

(a) The Vendor makes no warranties as to any savings that may be available to the purchaser as a result of the existence of the solar panels; and

(b) The purchaser must comply with any relevant regulations imposed currently or in the future by any regulatory authority which may apply to the solar panels and will not call upon the Vendors for any matter relating to the same; and

(c) The purchaser agrees to indemnify and keep indemnified, the vendor, against any non-compliance of any regulation by the Vendor from the day of sale.

PRIORITY OF CONDITIONS

13. The parties agree that to avoid confusion, if there is any conflict between conditions, the following order of priority shall prevail:

(a) First, any Special Conditions as prepared by New Vogue Conveyancing and numbered accordingly herein;

(b) Second, any conditions inserted by the parties, estate agent or other party after preparation of the Contract by New Vogue Conveyancing, which are not numbered sequentially, and/or headed with the words “Additional Clauses/Conditions Agreed to by the parties” (or similar header);

(c) Lastly, any General Conditions in form contained herein.

GUARANTEE AND INDEMNITY

TO: The Vendor as described in the schedule to this Guarantee and Indemnity (called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name and address are set out in the Schedule to this Guarantee and Indemnity (called "the Guarantor") agreed to sell the land described in the Contract of Sale to which this Guarantee and Indemnity is annexed (called “the Contract”) to the Purchaser whose name and address are set out in the Schedule to this Guarantee and Indemnity (called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of all monies that are or may become payable pursuant to the Contract AND ALSO the due performance and observance by the Purchaser of all terms and conditions contained or implied in the Contract which are to be performed and observed by the Purchaser AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the Contract and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.

B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the Contract the Guarantor will immediately carry out and perform the same.

C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser for the payment of the purchase monies, interest and all other monies (if any) payable pursuant to the Contract in the performance of the obligations contained herein and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein.

D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

IN WITNESS whereof the said Guarantor/s have set their hand/s this day of 2024

SIGNED SEALED AND DELIVERED by)
the said Guarantor)
……..
in Victoria in the presence of:)

……
Witness

SIGNED SEALED AND DELIVERED by)
the said Guarantor)
……..
in Victoria in the presence of:)

……
Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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 223 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

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

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

15.2 In this general condition “deposit bond” means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

(d) 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.

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.

NEW VOGUE CONVEYANCING

Vendor Statement

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

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

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

Land	**150 Towts Road, Whittlesea VIC 3757**

Vendor's name	**Steven James Laurence Bates**	**Date** / / Aug 6, 2025
Vendor's signature	Steven JL Bates Steven JL Bates (Aug 6, 2025 07:39:45 GMT+10)	

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)

Are contained in the attached Certificates

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

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

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 & Industrial Property Tax Reform**

This section 1.5 only applies if this vendor statement is in respect of a contract for the sale of Commercial or Industrial Property.

Not Applicable – the AVPCC is not a qualifying use

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 (where applicable)

(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 access to the property by road.

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.

3.4 **Planning Scheme**

The required specified information is contained in the attached Planning Certificate

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:

Save for any disclosed in the attachments herein, none to 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:

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

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:

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

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):

As Attached

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.

The property is **NOT** affected by an Owners Corporation

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 '☑' in the accompanying square box **are AVAILABLE** to be connected to the land. However, this does not mean the service is physically connected at the time of sale.

NOTE - the Vendor or tenant reserves the right to cancel any such service between the day of sale and settlement and the Purchaser will need to arrange their own connection of services.

Electricity supply ☑	Gas supply ☐	Main Water supply ☐	Main Sewerage ☐	Telephone service ☑

9. TITLE

Attached are copies of the following documents:

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. 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

12. ATTACHMENTS

Register Search Statement

Copy Plan

Instrument (S.173 Agreement)

DELWP Planning Certificate

Property Report

Land Information Certificate

Water Information Certificate

SRO Certificate

Vic Roads Certificate

Building Approvals Certificate

Certificate of Final Inspection

Building Notice, Plans, Cancellation of Building Notice

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 10860 FOLIO 066 Security no : 124123706639Q
Produced 15/04/2025 12:18 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 436682N.
PARENT TITLE Volume 10816 Folio 776
Created by instrument PS436682N 02/03/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
STEVEN JAMES LAURENCE BATES of 150 TOWTS ROAD WHITTLESEA VIC 3757
AS373541C 23/07/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS373542A 23/07/2019
NATIONAL AUSTRALIA BANK LTD

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
AJ001215Y 09/06/2011

DIAGRAM LOCATION

SEE PS436682N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

Street Address: 150 TOWTS ROAD WHITTLESEA VIC 3757

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/07/2019

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	**Instrument**
Document Identification	**AJ001215Y**
Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**15/04/2025 12:32**

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	MYM:LMR:LGC:5776303
Customer Code:	1167E

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

Land: Volume 10860 Folio 066

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

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

A copy of the Agreement is attached to this Application

Date:

Signature for Responsible Authority: .....

Name of officer: ROGER SUCIC

Position Held: MANAGER PLANNING SERVICES

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 5/5/2011

Agreement under sections 173 and 177 of the Planning and Environment Act 1987

Subject Land: 150 Towts Road, Whittlesea

Whittlesea City Council
and

Susan Raelene Bates

Interstate office
Sydney

Affiliated offices around the world through the Advoc Asia network - www.advocasia.com

Contents

Maddocks

Agreement under sections 173 and 177 of the Planning and Environment Act 1987

Dated 5 / 5 / 2011

Parties

Name	**Whittlesea City Council**
Address	25 Ferres Boulevard, South Morang, Victoria
Short name	**Council**

Name	**Susan Raelene Bates**
Address	385 Towts Road, Whittlesea, Victoria
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 3 of the Planning Permit.

D. An agreement executed under section 173 of the Act was recorded on the Certificate of Title of the Subject Land on 2 February 2005 in dealing number AD408233F (**the 2005 Agreement**).

E. The Parties agree that the 2005 Agreement will end and be removed from the Certificate of Title to the Subject Land upon the registration of this Agreement.

F. The Parties enter into this Agreement:

F.1 to give effect to the Planning Permit;

F.2 to end the 2005 Agreement pursuant to section 177 of the Act; and

F.3 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

Agreement means this Agreement.

Building has the same meaning as in the Act.

Building Envelope means the area delineated and identified on the Endorsed Plan as a 'building envelope' or the like or such other plan as approved by Council showing the building envelopes on the Subject Land.

Endorsed Plan means the plan(s) endorsed with the stamp of Council from time to time as the plan(s) which forms part of the Planning Permit.

Land Management Plan means the Strategic Overview of Land Management Issues prepared by Robert Dabal endorsed with the stamp of Council from time to time in accordance with condition 2 of the Planning Permit or such other plan approved by Council.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. 706142, as amended from time to time, issued on 26 February 2004, authorising land at 140 Towts Road, Whittlesea to be subdivided into 4 lots in 2 stages in accordance with the Endorsed Plan.

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

Subject Land means the land situated at 150 Towts Road, Whittlesea being the land referred to in Certificate of Title Volume 10860 Folio 066 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

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 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Owner's specific obligations

The Owner covenants and agrees that:

3.1 Land Management Plan

3.1.1 except with the prior written consent of Council, the Owner must undertake all tasks and comply with all directions and recommendations in accordance with the Land Management Plan within the timeframes specified in the Land Management Plan; and

3.1.2 must ensure that all use and development and management of the Subject Land is in accordance with the Land Management Plan at all times thereafter;

all to the satisfaction of Council;

3.2 Building Envelope

unless with the prior written consent of Council, the Owner must not build, construct or erect or cause or permit to be built, constructed or erected any Building on the Subject Land outside of a Building Envelope; and

3.3 Existing River Red Gum trees

unless with the prior written consent of Council, the Owner must not permit or allow any activity or the keeping or storage of any machinery, equipment, trucks or any goods or materials within the drip line of any existing River Red Gum trees on the Subject Land, to the satisfaction of Council.

4. Owner's further obligations

4.1 Notice and registration

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

4.2 Further actions

The Owner must:

4.2.1 do all things necessary to give effect to this Agreement;

4.2.2 consent to Council applying to the Registrar of Titles to record this Agreement 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:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

5. Agreement under sections 173 and 177 of the Act

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 in accordance with sections 173 and 177 of the Act.

6. Owner's warranties

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

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

7.1 give effect to this Agreement; and

7.2 enter into 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 personally on the person;

8.1.2 by leaving it at the person's current address for service;

8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

8.1.4 by facsimile to the person's current number for service; or

8.1.5 by email to the person's current email address for service.

8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

10. Ending of Agreement

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

10.2 After the Agreement has ended, Council will, at the Owner's written request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

11. Termination of the 2005 Agreement

11.1 The Parties agree that the 2005 Agreement will end pursuant to Section 177(2) of the Act at the time that the Registrar of Titles makes a recording of this Agreement in the Register, pursuant to section 181(3) of the Act.

11.2 After the ending of the 2005 Agreement Council will, at the request and expense of the Owner, inform the Registrar of Titles in the prescribed manner of the ending of the 2005 Agreement pursuant to Section 183(1) of the Act.

Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of **Whittlesea City Council** is affixed in the presence of:)
)

.....

Delegate

THE COMMON SEAL OF THE WHITTLESEA CITY

Signed Sealed and Delivered by **Susan Raelene Bates** in the presence of:)
)

.....

.....

Witness

AJ001215Y
09/06/2011 $105.20 173

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**PS436682N**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**15/07/2025 12:03**

	PLAN OF SUBDIVISION	STAGE No.	LR USE ONLY	PLAN NUMBER
			EDITION 3	PS436682N

LOCATION OF LAND

PARISH	TOOROURRONG
TOWNSHIP	-
SECTION	17
CROWN ALLOTMENT	-
CROWN PORTION	1 (PART)
TITLE REFERENCES	VOL.10816 FOL 776
LAST PLAN REFERENCE	LOT 2 ON LP91883
POSTAL ADDRESS (AT TIME OF SUBDIVISION)	140 TOWTS ROAD WHITTLESEA 3757
MGA CO-ORDINATES (APPROX. CENTROID)	E 332 510 N 5851 750 ZONE 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME WHITTLESEA REF 60570

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988

~~2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / /~~

3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 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 2

COUNCIL DELEGATE

~~COUNCIL SEAL~~

DATE 14 / 2 / 05

~~RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.~~

~~COUNCIL DELEGATE~~
~~COUNCIL SEAL~~
~~DATE / /~~

APPLIES TO MASTER PLAN (STAGE 1) ONLY

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING THIS IS A STAGED SUBDIVISION
PLANNING PERMIT No

DEPTH LIMITATION DOES NOT APPLY

SURVEY THIS PLAN IS BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK PM12 & PCM112600311
AND IS IN PROCLAIMED SURVEY AREA No 74

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

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

EASEMENT INFORMATION

LEGEND E- ENCUMBERING EASEMENT OR CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE
A- APPURTENANT EASEMENT R- ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	POWERLINE	14	THIS PLAN - SEC 88 ELECTRICITY INDUSTRY ACT 2000	S.P I ELECTRICITY PTY LTD
E-2	WAY	6	THIS PLAN	LOT 3 ON LP91883
E-3	DRAINAGE - MEMORANDUM OF COMMON PROVISIONS (AA1107)	30	THIS PLAN	MELBOURNE WATER CORPORATION

LR USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ✓

DATE 25 / 2 / 05

THIS IS AN LR COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

SHEET 1 OF 2 SHEETS

BARKER MONAHAN
ACN 005 394 865
SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS
581 GILBERT RD WEST PRESTON 3072
P O BOX 218 PRESTON, DX97218
TELEPHONE 9478 6133 FAX 9470 5189

LICENSED SURVEYOR DAVID JOHN MONAHAN

SIGNATURE ... DATE / /

REF 10250-S1 VERSION 06

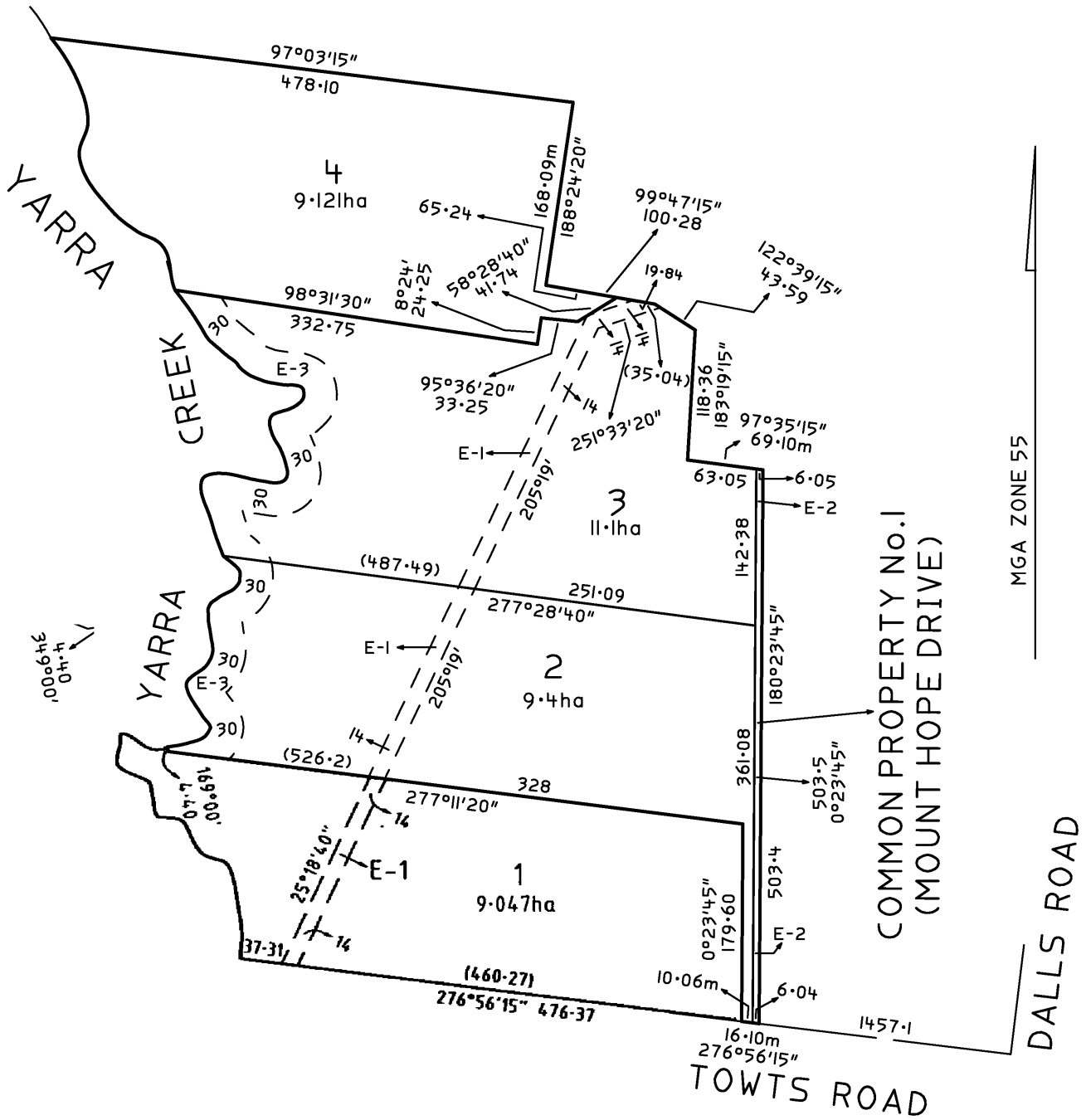
COMPUTER FILE 0250S1SH1.DWG DATE 21/01/2005

DATE 14/2/05

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

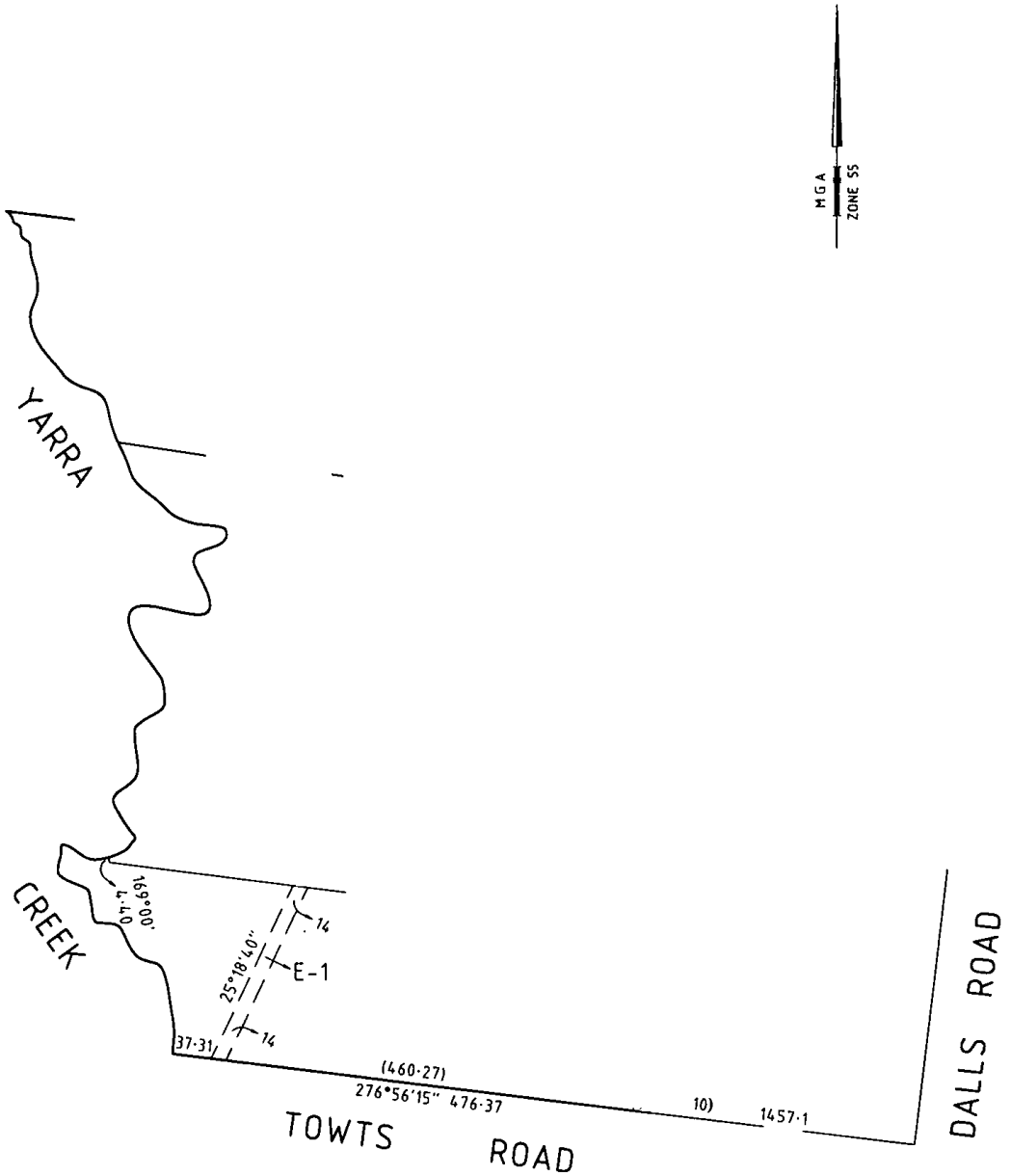
PS 436682N



SURVEYORS NAME: MALCOLM JOHN PERRIAM
SURVEYORS FILE REF: 8993/07
Version No: 1 899307v1.lcd

PEYTON WAITE	SCALE 1:4000	40 0 40 80 120 160 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
CONSULTING LAND SURVEYORS & TOWN PLANNERS LEVEL 1 240 LOWER HEIDELBERG ROAD EAST IVANHOE 3079 PHONE 94784933 A.C.N. 004 963 884				

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	1	PS436682N



BARKER MONAHAN
A.C.N. 005 394 865
SURVEYORS, DEVELOPMENT AND
LOCAL GOVERNMENT CONSULTANTS
581 GILBERT RD WEST PRESTON 3072
P.O BOX 218 PRESTON, DX97218
TELEPHONE 9478 6133 FAX 9470 5189

SHEET 2 OF 2 SHEETS

SCALE
0 50 100 150 200 250
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:5000
SHEET SIZE A3

LICENSED SURVEYOR DAVID JOHN MONAHAN
SIGNATURE DATE / /
REF 10250-S1 VERSION 06
COMPUTER FILE. 0250S1SH2.DWG DATE 21/01/2005

DATE / /
COUNCIL DELEGATE SIGNATURE

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS436682N

MASTER PLAN (STAGE 1) REGISTERED DATE 2/3/05 TIME 7.33AM

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 4 & S3	STAGE 2	PS436682N/S2	28/7/08	2	BALA
LOT S4	LOT 3 AN 2	STAGE PLAN	PS436682N/S3	22/02/19	3	M.H

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1156910

APPLICANT'S NAME & ADDRESS

NEW VOGUE CONVEYANCING C/- TRICONVEY2 (RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

BATES, STEVEN JAMES LAURENCE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

710410

This certificate is issued for:

LOT 1 PLAN PS436682 ALSO KNOWN AS 150 TOWTS ROAD WHITTLESEA
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GREEN WEDGE A ZONE

A Proposed Amending Planning Scheme C249wsea has been placed on public exhibition which shows this property :

- is included in a GREEN WEDGE A ZONE - SCHEDULE 1 - C249wsea
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

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

15 July 2025

Sonya Kilkenny
Minister for Planning

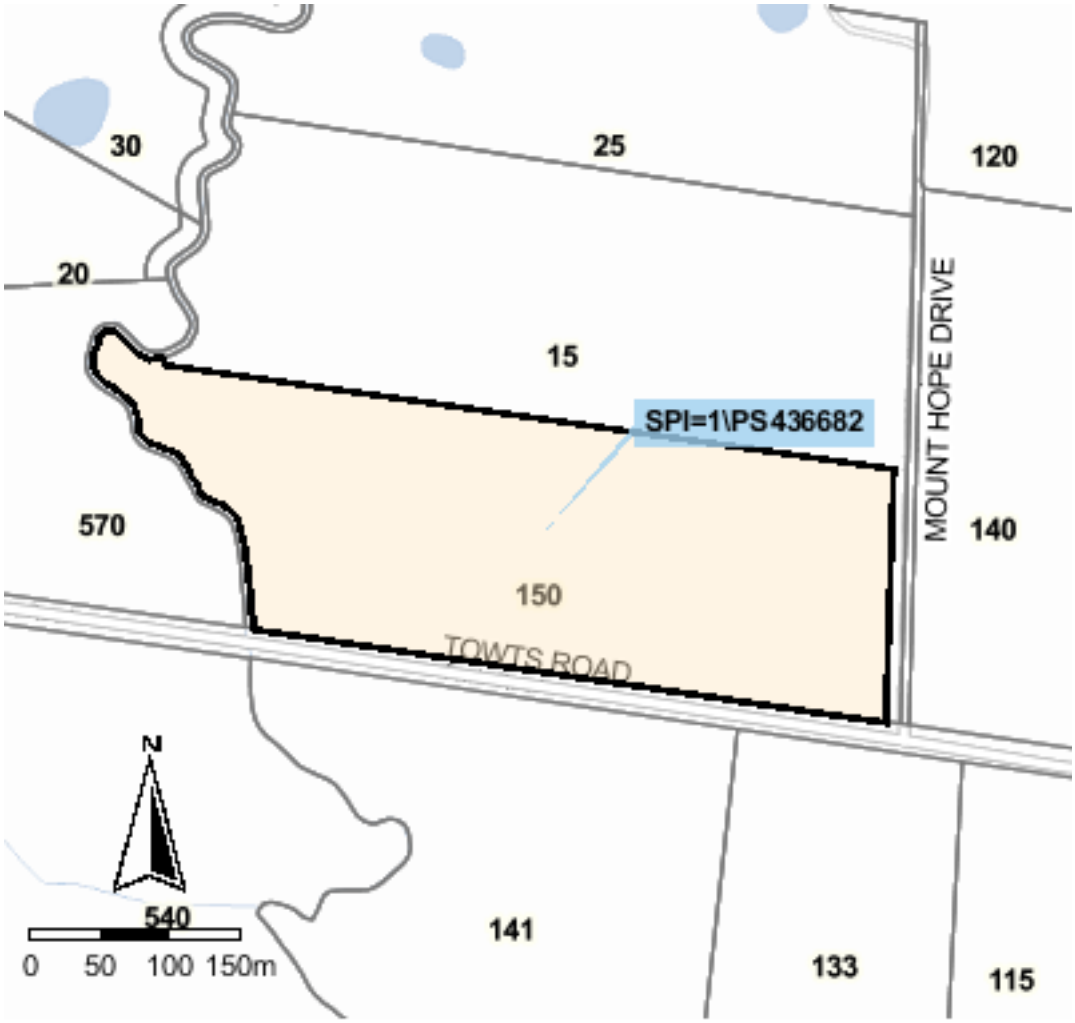
VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 01 August 2025 12:50 PM

PROPERTY DETAILS

Address:	**150 TOWTS ROAD WHITTLESEA 3757**	
Lot and Plan Number:	**Lot 1 PS436682**	
Standard Parcel Identifier (SPI):	**1\PS436682**	
Local Government Area (Council):	**WHITTLESEA**	www.whittlesea.vic.gov.au
Council Property Number:	**575795**	
Planning Scheme:	**Whittlesea**	Planning Scheme - Whittlesea
Directory Reference:	**Vicroads 61 C9**	

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

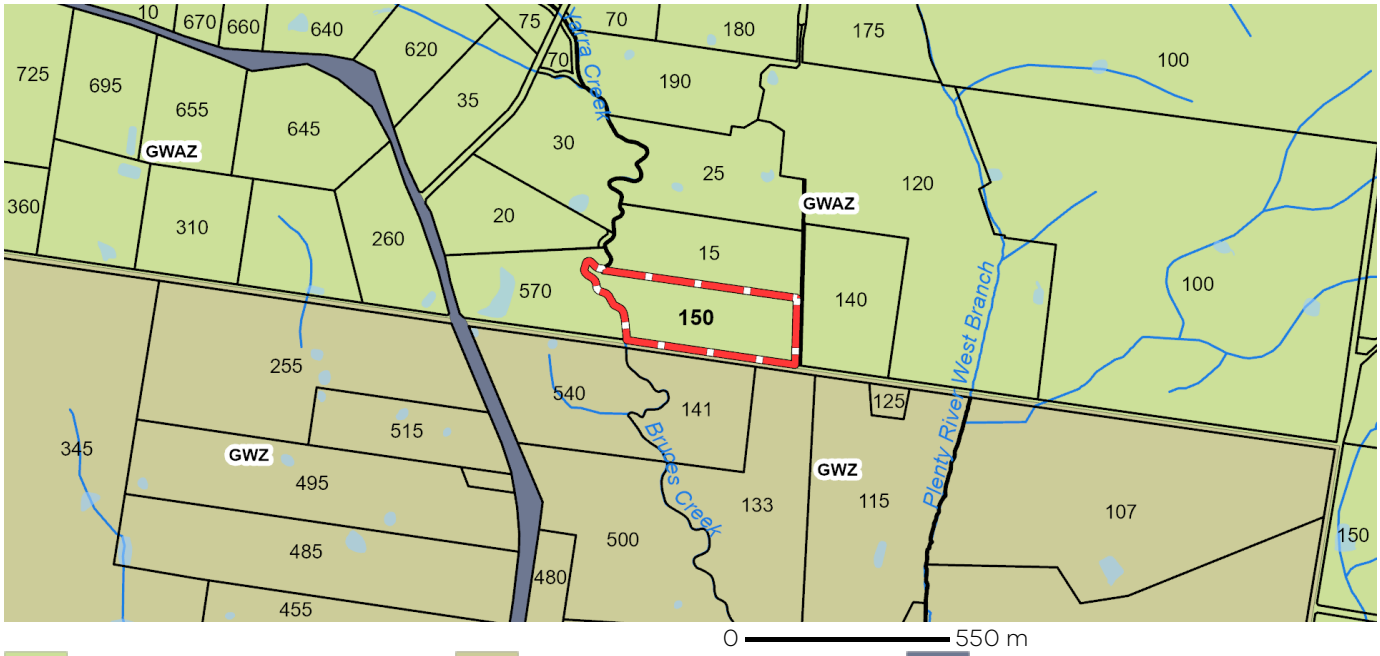
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GREEN WEDGE A ZONE (GWAZ)

SCHEDULE TO THE GREEN WEDGE A ZONE (GWAZ)



GWAZ - Green Wedge A | **GWZ - Green Wedge** | **TRZ2 - Principal Road Network**

Water area | **Water course**

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlay

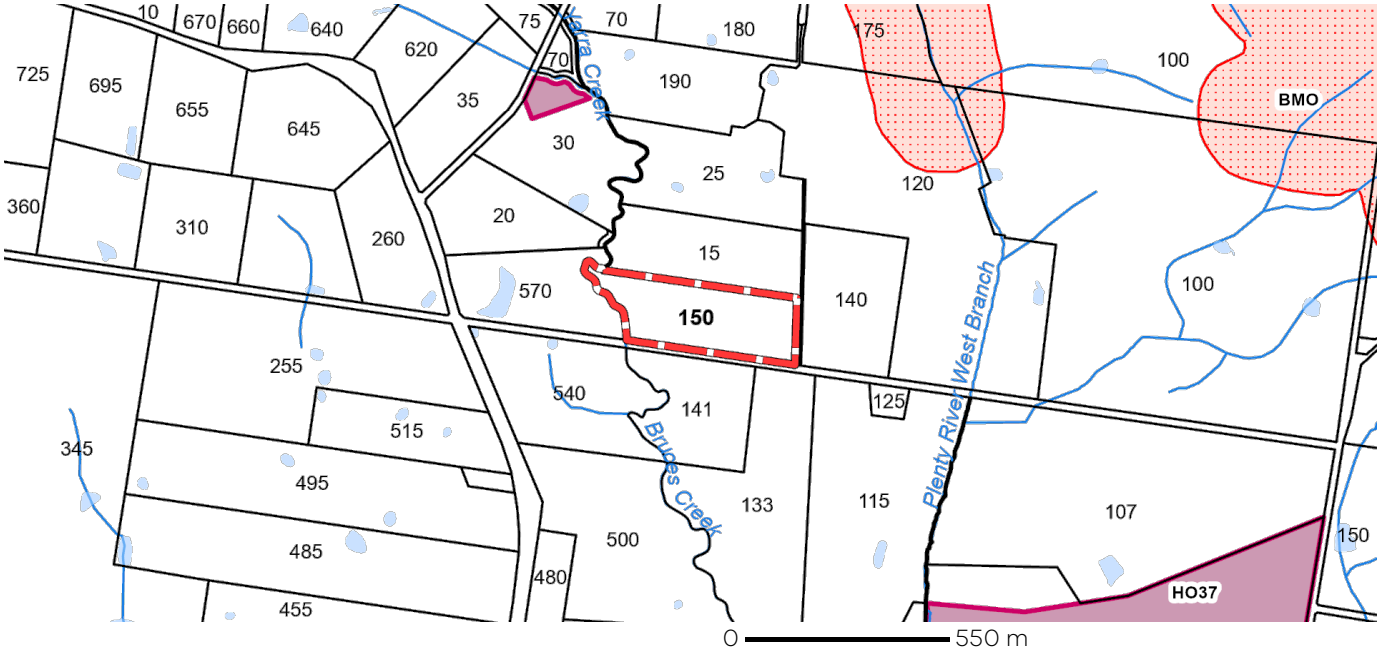
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)

HERITAGE OVERLAY (HO)



BMO - Bushfire Management Overlay **HO - Heritage Overlay** **Water area**

Water course

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.

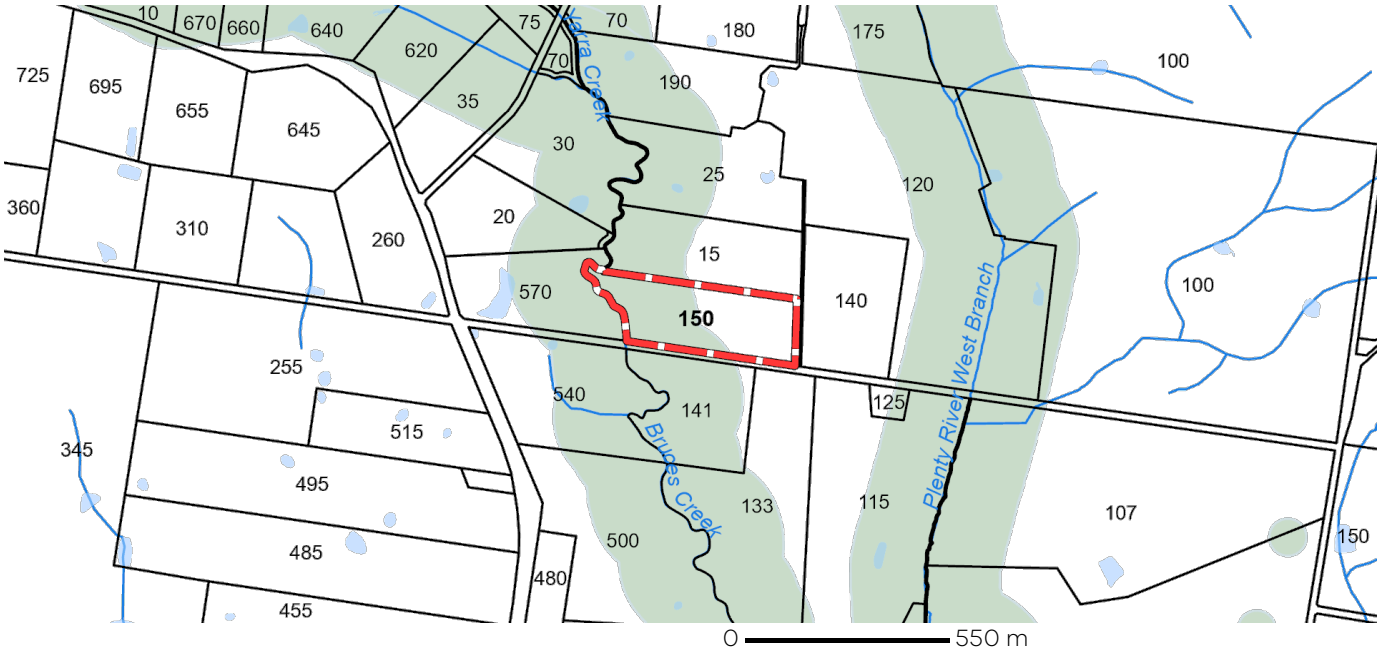
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 1 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 abut 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

PLANNING PROPERTY REPORT

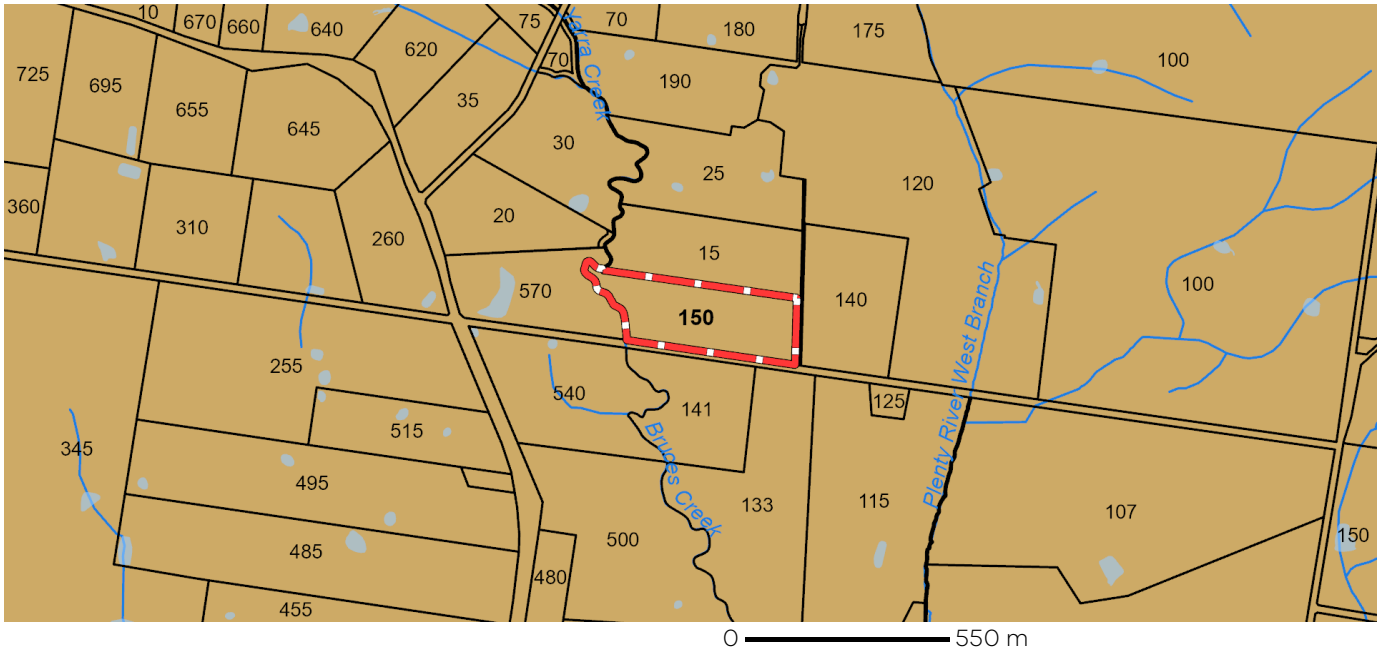
Department of Transport and Planning

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)

PROPERTY REPORT

Energy, Environment and Climate Action

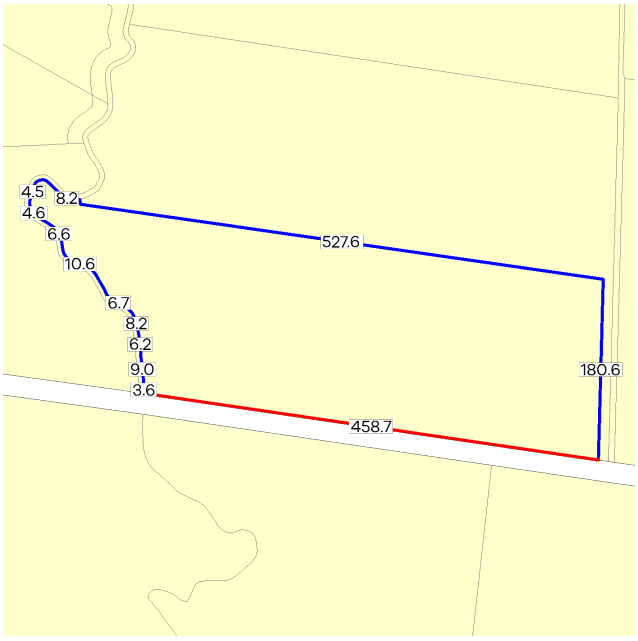
From www.land.vic.gov.au at 01 August 2025 12:51 PM

PROPERTY DETAILS

Address:	**150 TOWTS ROAD WHITTLESEA 3757**
Lot and Plan Number:	**Lot 1 PS436682**
Standard Parcel Identifier (SPI):	**1\PS436682**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**575795**
Directory Reference:	**Vicroads 61 C9**

SITE DIMENSIONS

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



Area: 90320 sq. m (9.03 ha)
Perimeter: 1486 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.

54 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

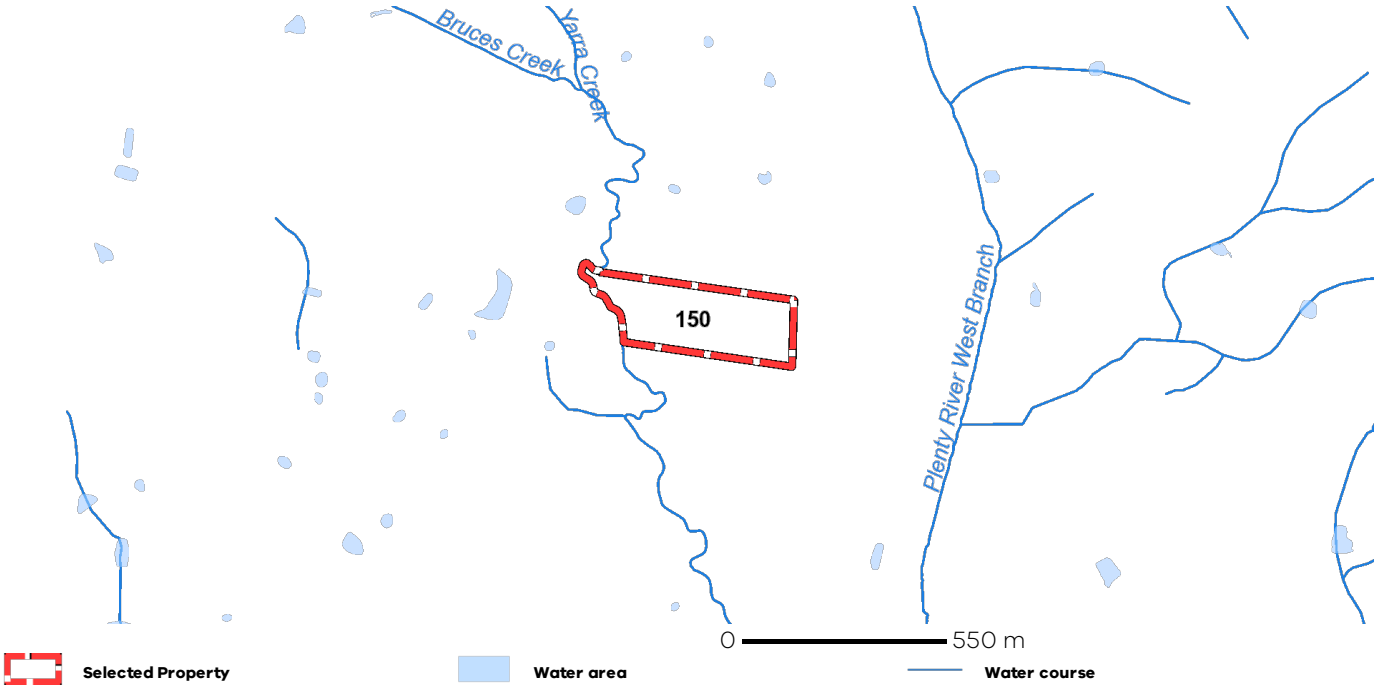
Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

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

PROPERTY REPORT

Area Map



City of Whittlesea

Date of issue	Assessment No.	Certificate No.	Your reference
16/07/2025	575795	174225	77429111-017-4

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 150 Towts Road WHITTLESEA 3757
Description: LOT: 1 PS: 436682N
AVPCC: 117 Residential Rural/Rural Lifestyle

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	$1,700,000	$1,250,000	$85,000

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. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges		
General rate levied on 01/07/2025	$4,019.38	
ESVF Fixed charge (Res) levied on 01/07/2025	$136.00	
ESVF Variable Levy (Res) levied on 01/07/2025	$294.10	
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	$0.00	
Interest to 16/07/2025	$0.00	
Other adjustments	$0.00	
Less Concessions	$0.00	
Sustainable land management rebate	$0.00	
Payments	$0.00	
Balance of rates & charges due:		$4,764.13
Property debts		
Other debtor amounts		
Special rates & charges		
nil		
Total rates, charges and other monies due		**$4,764.13**

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

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.

Payment can be made using these options.

www.whittlesea.vic.gov.au
Ref **575795**

Phone 1300 301 185
Ref **575795**

Biller Code **5157**
Ref **575795**

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

15th July 2025

New Vogue Conveyancing C/- Triconvey2 (Reseller) C
LANDATA

Dear New Vogue Conveyancing C/- Triconvey2 (Reseller) C,

RE: Application for Water Information Statement

Property Address:	150 TOWTS ROAD WHITTLESEA 3757
Applicant	New Vogue Conveyancing C/- Triconvey2 (Reseller) C LANDATA
Information Statement	30956063
Conveyancing Account Number	7959580000
Your Reference	710410

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. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	150 TOWTS ROAD 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.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	150 TOWTS ROAD WHITTLESEA 3757

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

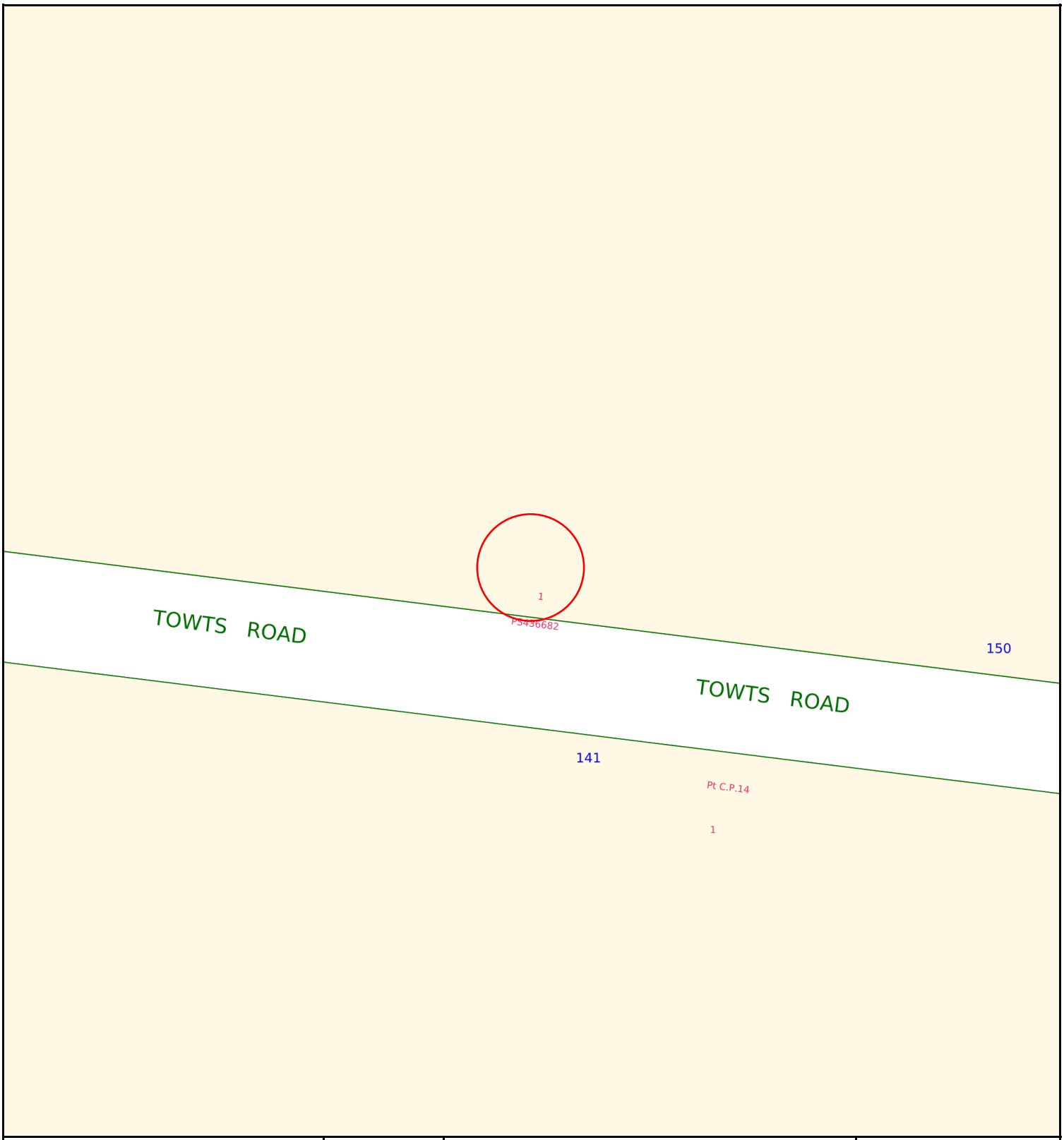
The Bruces Creek watercourse may form the western title boundary and the Plenty River West Branch and its Tributary No. 6108 (Melbourne Water File 107871) may be within or is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL218.9 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any 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: 30956063

Address	150 TOWTS ROAD WHITTLESEA 3757
Date	15/07/2025
Scale	1:1000

N

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			

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

New Vogue Conveyancing C/- Triconvey2 (Reseller) C
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8430404856
Rate Certificate No: 30956063

Date of Issue: 15/07/2025
Your Ref: 710410

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
150 TOWTS RD, WHITTLESEA VIC 3757	1\PS436682	1634958	Residential

Agreement Type	Period	Charges	Outstanding
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
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$39.92

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an

agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, 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.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

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

Property No: 1634958

Address: 150 TOWTS RD, WHITTLESEA VIC 3757

Water Information Statement Number: 30956063

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 84304048565

Amount Paid		**Date Paid**		**Receipt Number**	

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / NEW VOGUE CONVEYANCING

Your Reference:	25-01622
Certificate No:	92260347
Issue Date:	15 JUL 2025
Enquiries:	ESYSPROD

Land Address: 150 TOWTS ROAD WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32874209	1	436682	10860	66	$0.00

Vendor: STEVEN BATES

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR STEVEN JAMES BATES	2025	$1,350,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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):	$1,850,000
SITE VALUE (SV):	$1,350,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 92260347

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 = $7,800.00

Taxable Value = $1,350,000

Calculated as $4,650 plus ($1,350,000 - $1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $18,500.00

Taxable Value = $1,850,000

Calculated as $1,850,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 92260347

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

CARD

Ref: 92260347

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / NEW VOGUE CONVEYANCING

Your Reference:	25-01622
Certificate No:	92260347
Issue Date:	15 JUL 2025
Enquires:	ESYSPROD

Land Address:	150 TOWTS ROAD WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32874209	1	436682	10860	66	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
117	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:	$1,850,000
SITE VALUE:	$1,350,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92260347

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.
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 / NEW VOGUE CONVEYANCING

Your Reference:	25-01622
Certificate No:	92260347
Issue Date:	15 JUL 2025

Land Address:	150 TOWTS ROAD WHITTLESEA VIC 3757

Lot	Plan	Volume	Folio
1	436682	10860	66

Vendor: STEVEN BATES

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92260347

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 92260348

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

CARD

Ref: 92260348

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Contact Name Kellie Myles
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 77429111-014-3

18 July 2025

New Vogue Conveyancing
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

150 Towts Road, Whittlesea (Volume 10860 Folio 066) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 15 July 2025 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely

Kellie Myles

Kellie Myles
Senior Customer Service Officer
Land Revenue Administration Branch

ROADS PROPERTY CERTIFICATE

The search results are as follows:

New Vogue Conveyancing C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 710410

NO PROPOSALS. As at the 15th July 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®.

150 TOWTS ROAD, 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: 15th July 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77429111 - 77429111114938 '710410'

Enquiries: Building and Planning Administration 9217 2170
Buildplan@whittlesea.vic.gov.au

Your Ref: 77429111-019-8

31 July 2025

Landata,

BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
150 (Lot 1) Towts Road, 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
BS-L100045/9349773834680	15/7/2025	Construction of a Alteration (Completion of alteration works to storage shed (MezzanineFloor and Storage Areas))	Yes – 17/7/2025

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

(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 no-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.

Yours sincerely

BUILDING & PLANNING
CITY OF WHITTLESEA

NEXT PROJECT
— BUILDING PERMITS —

Next Project Building Permits
ABN: 11 683 580 798

03 9967 2889
info@nextproject.au
www.nextproject.au

PO Box 77, Violet Town, VIC, 3669

FORM 17

Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Building Permit: BS-L 100045/9349773834680

Property Details

Project Address	**Lot 1, 150 Towts Road WHITTLESEA 3757**
Title Details	**Volume:10860 Folio:066 LP/PS PS436682**
Municipal District	**City of Whittlesea**

Building permit details

Building permit number:	**BS-L 100045/9349773834680**
Version of BCA applicable to permit:	**NCC 2022 - Volume 2**

Description of building work

Project Description **Completion of alteration works to storage shed (Mezzanine Floor and Storage Areas)**

Part of building:	Permitted Use:	BCA Class of building:
Mezzanine	**Mezzanine Storage**	**10a**

Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant Building Surveyor

Name :	**Next Project Building Permits Pty Ltd (Daniel McDonald)**
ACN/ARBN :	**683 580 798**
Address :	**PO Box 77, Violet Town, VIC, 3669**
Email :	**info@nextproject.au**
Building practitioner registration no.:	**BS-L 100045**
Municipal district :	**City of Whittlesea**
Certificate no.:	**9349773834680**
Date of issue:	**17/07/2025**
Signature :	

Note: Building Act 1993, Section 38(2) - A certificate of final inspection is not evidence that the building or building work concerned complies with this Act or the Building Regulations.

DONNELLY & CO.
CONSULTING
ENGINEERS

ABN 32 984 167 492
Offices 9-11, 23 Dudley Street, Eltham VIC 3095
admin@donnellyandco.com.au
(03) 9431 4630

Attention:
Steven Bates
150 Towts Road
Whittlesea VIC 3757

28 March 2025

Donnelly & Co. Ref: #13481-25

Project Address: 150 Towts Road, Whittlesea VIC 3757

Dear Steven,

RE: Structural Engineer's Assessment following Inspection

Thank you for engaging our office for structural engineering consulting services to inspect and provide professional advice and certification of the as-built unit in your shed at the above-mentioned project address.

Please see below for the inspection details, our observations and our subsequent comments.

Inspection Details & Observations

We conducted an inspection on Monday 24 March 2025 at approximately 2.30pm. This consisted of a visual inspection, and did not include a levelling survey, foundation inspection nor service checks.

We note that the structure that we were engaged to inspect is a double-storey structure, which has been built inside of a shed. We were not engaged to inspect the shed itself and understand that the shed has been built in accordance with an engineered design, and that it is believed to be satisfactory. We have no reason to believe that this is not the case.

We inspected the two-storey structure within the shed. We observed the ceiling structure which has been exposed locally. We observed a section of load bearing stud wall. We observed a section of first-floor framing, and we observed the ground floor which consists of the same slab that the shed consists of.

We note that the floor of the two-storey structure is at the same level as the shed floor. We understand that the property has been landscaped and drained in such a way that no surface water will infiltrate into the shed. We have not been engaged to assess the drainage, and as such we make no further comment on this matter. We have observed photos of the property vs floor level, and we are not concerned about the drainage at this point. If normal maintenance is conducted regularly and no changes to existing conditions apply, this is suitable in our opinion.

We also observed a section of decking which is to the east of the shed.

We did not observe any defects, and we note that the existing structure is in excellent condition.

Comments

We believe that the ceiling structure is structurally compliant. We believe that the walls are structurally compliant. We believe that the first floor and ground floor are structurally compliant for use as a dwelling or similar home office however this should not be used as a commercially rated office. The space is suitable for normal use but loads exceeding 1.5kPa (150kg/m2) may not be suitable.

(Continued over page)

DONNELLY & CO.
CONSULTING
ENGINEERS

ABN 32 984 167 492
Offices 9-11, 23 Dudley Street, Eltham VIC 3095
admin@donnellyandco.com.au
(03) 9431 4630

RE: Structural Engineer's Assessment following Inspection (Continued)

Comments (Continued)

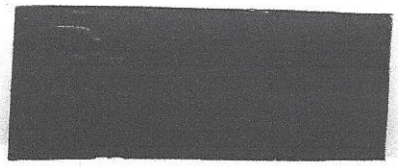
Overall, we believe that the structure is structurally satisfactory. We also believe that the deck to the east of the shed is structurally satisfactory.

I trust this is satisfactory, however, if you have any queries, please contact me via the details in the header of this report.

Sincerely,

James Donnelly (He/Him)
Director
Structural & Civil Engineer (BEng)
Professional Member Engineers Australia (MIEAust)
National Engineering Register PE0013597 (NER)
General Committee Member Association of Consulting Structural Engineers Victoria (ACSEV)

BATES 150 TOWTS ROAD WHITTLESEA



WOODLAND GREY

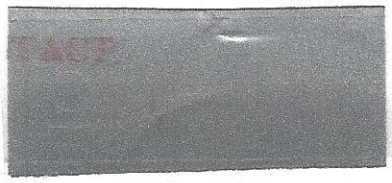
ROOF, FASCIA, GUTTERS

PRIVACY SCREEN - NUT MEG

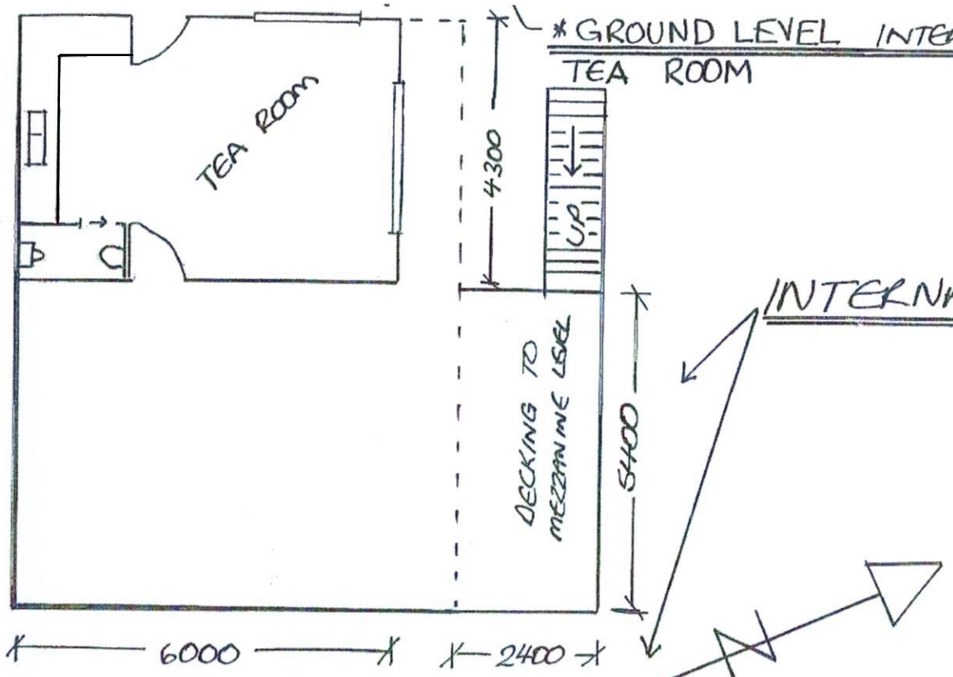
HEBEL

SURF MIST

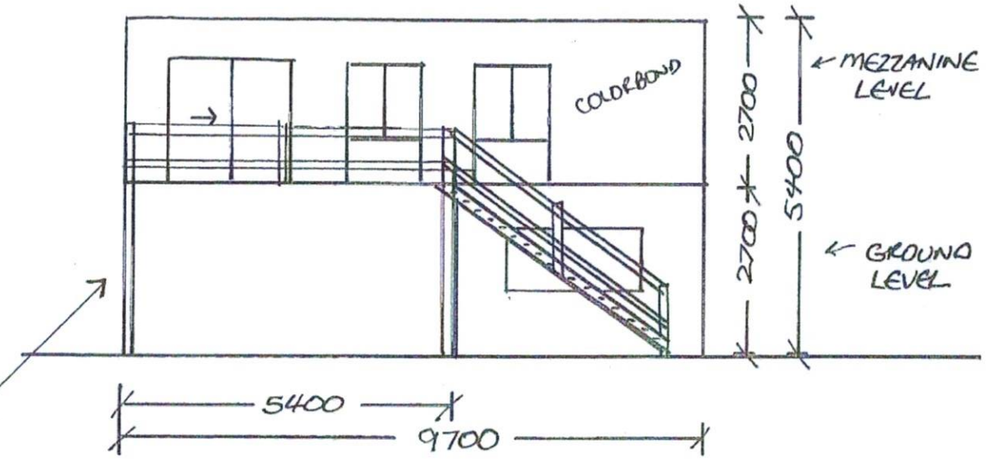
WINDOWS & DOORS



DUNE.

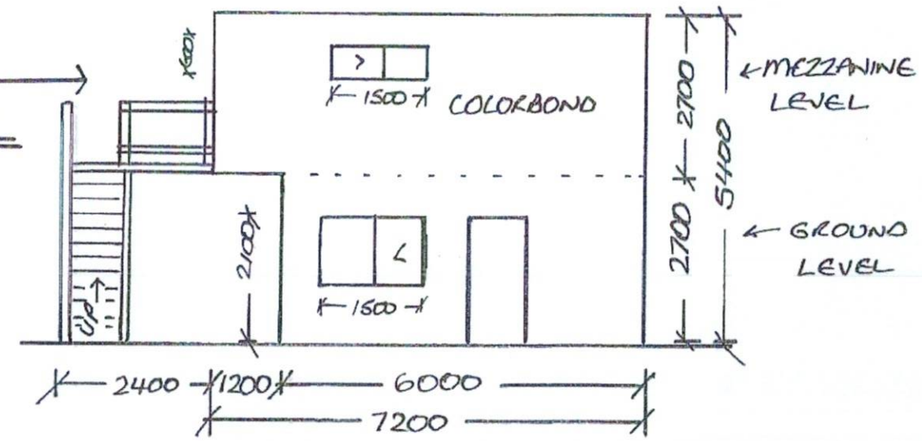


INTERNAL LAYOUTS



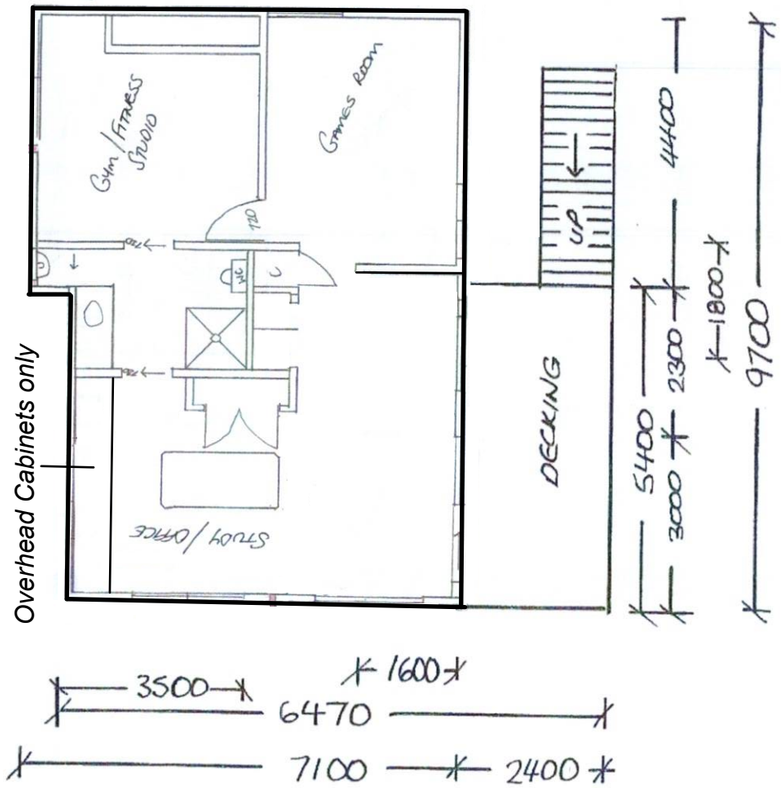
INTERNAL NORTH ELEVATION

INTERNAL ELEVATIONS



INTERNAL WEST ELEVATION

MEZZANINE LEVEL INTERNAL LAYOUT



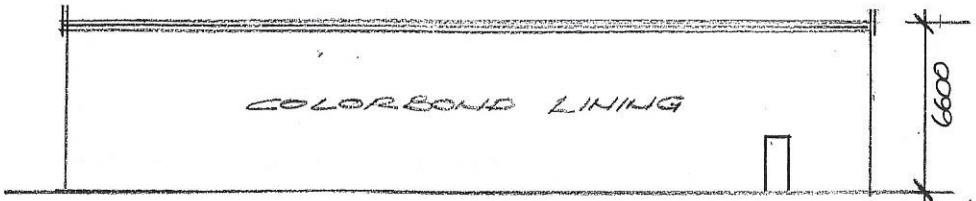
PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 712838
Sheet 2 of 3 Date: 10/07/2025

ENDORSED UNDER SECONDARY CONSENT

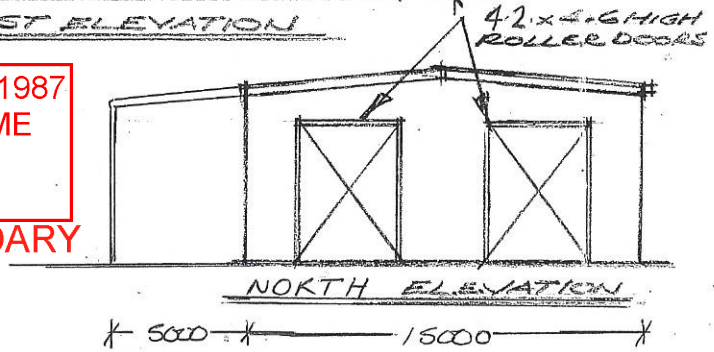
- S. BATES SITE: - 150 TOWTS RD
- SCALE 1:100 WHITTLESEA
- SHEET # 6 OF 6 - AMENDED DRAWINGS OF APPLICATION # 712838

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 712838
Sheet 3 of 3 Date: 10/07/2025

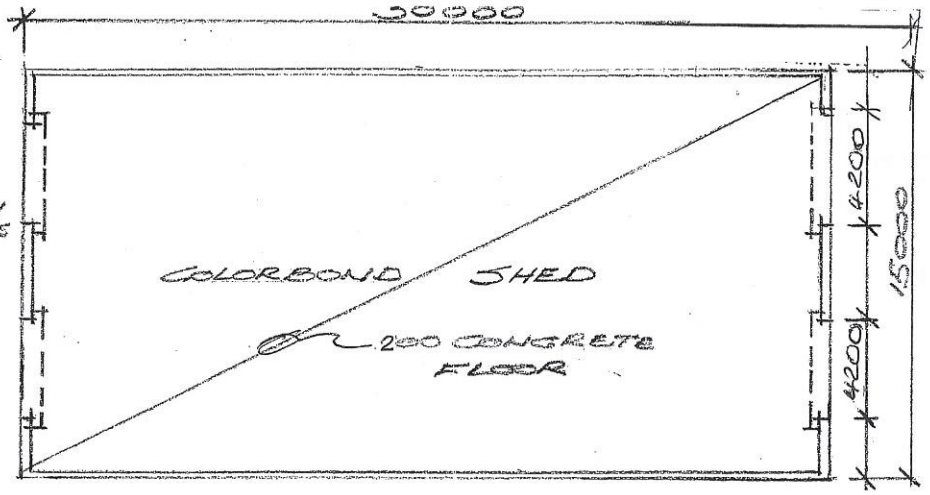
ENDORSED UNDER SECONDARY CONSENT



WEST ELEVATION

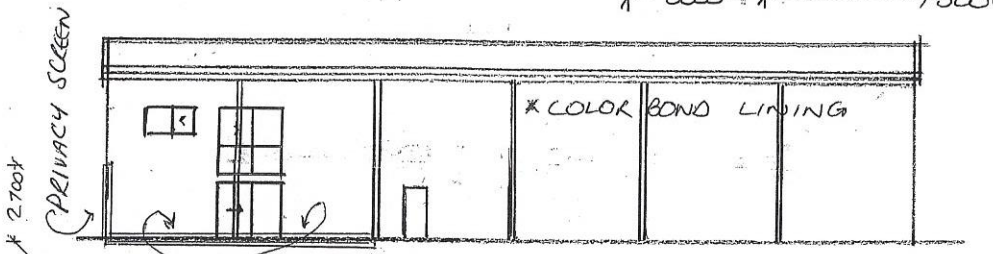


NORTH ELEVATION



NORTH

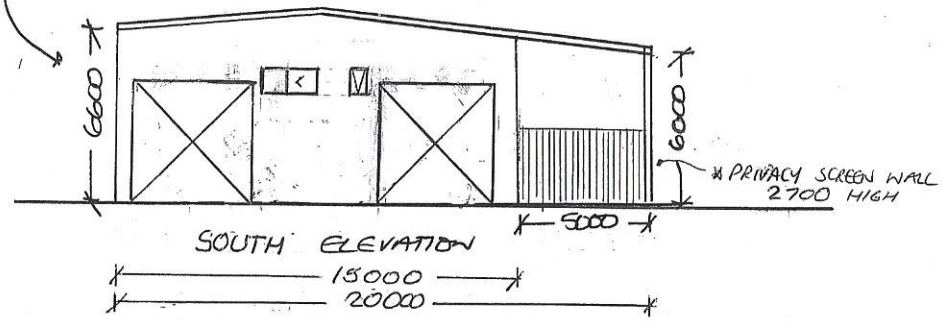
COLORBOND SHED
SCALE. 1:200 — AREA. 450 M²



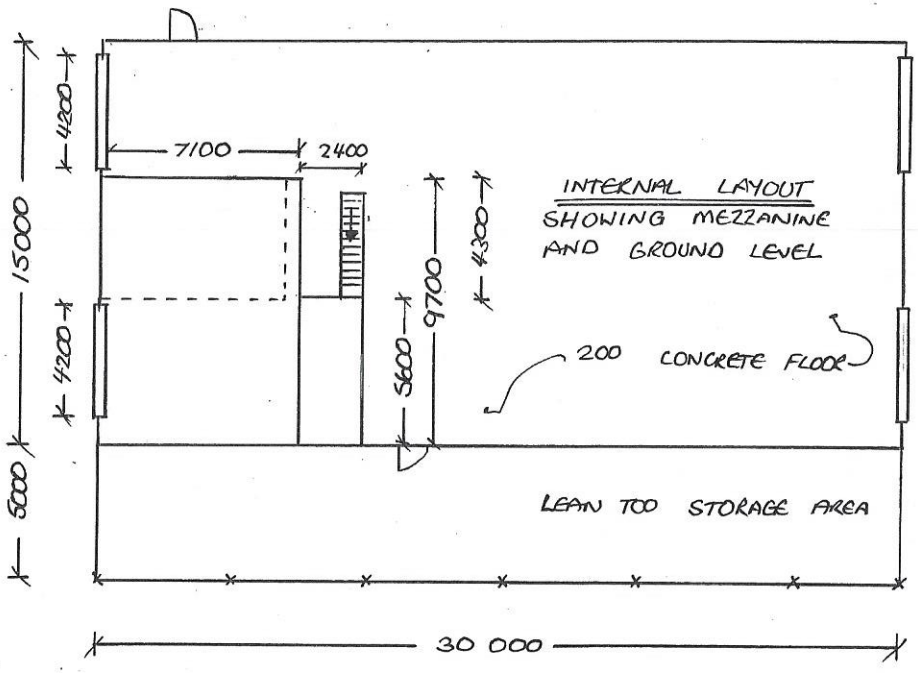
EAST ELEVATION

9000

* AS BUILT ELEVATIONS



SOUTH ELEVATION



INTERNAL LAYOUT
SHOWING MEZZANINE
AND GROUND LEVEL

PROPOSED HEBEL BRICK RESIDENCE - GARAGES - SHED
AT 150 TOUTS ROAD, WHITTLESEA.
FOR MR & MRS. S. BATES.

DRG. Nº 5735.
SHEET 2 OF 2

DIAMOND VALLEY HOME PLANNING
AND DRAFTING SERVICE DPA0212
186 GRIMSHAW STREET,
GREENSBOROUGH. 0413556500.

City of Whittlesea

Enquiries: Authorised Officer 5227

24 October 2024

Mr Steven Bates
150 Towts Road
WHITTLESEA VIC 3757

Dear Mr Bates

Unauthorised Buildings & Works and Use at your property located at No. 150 Towts Road, Whittlesea

I refer to the above matter and to Council's correspondence in regard to your secondary consent application PLN 41175 to amend endorsed plans under Planning Permit 712838.

Council's decision to refuse the above-mentioned secondary consent means that the property continues to be in breach. Therefore, as owner of the property, you are liable and must address the breaches as promptly as possible

As previously advised, ***Planning Permit No. 712838*** was issued on 3 May 2011 and authorised the use and development of a dwelling and the construction of an outbuilding, dam and windmill in accordance with the endorsed plans. Various conditions stipulate how the buildings and works are to be carried out and how they are to be used as stipulated below.

Condition No. 1 of the above planning permit states as follows:

- The use and/or development allowed by this permit and shown on the plans and/or schedules endorsed to accompany this permit shall not be amended for any reason without the consent of the Responsible Authority.

Condition No. 12 also stipulates as follows:

- *the use of the proposed outbuilding shall be restricted to that of storage and other incidental activities associated with the normal enjoyment of a dwelling, or for use in conjunction with animal husbandry or agriculture being carried out upon the land.*

Condition No. 13 *specifically stipulates the following:*

- *The outbuilding approved by this permit shall not be used for human habitation.*

Additionally, your property is located within a **Green Wedge A Zone** pursuant to the requirements of the **Whittlesea Planning Scheme.** Clause 35.01-1 specifies that the use of a second dwelling is prohibited as are any associated buildings and works.

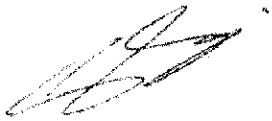
Consequently, you are required to remove all elements associated with the use of a dwelling namely all kitchens, toilets, laundry facilities, and the entire mezzanine floor. The shed must be gutted out completely and reinstated to its permitted configuration. You are hereby afforded 60 days to ensure the structure is complaint.

We look forward to your cooperation in bringing the property into compliance with the Whittlesea Planning Scheme and within the prescribed timeframe.

Failure to comply as requested may result in legal action against you via the ***Magistrates Court of Victoria*** and Enforcement Order proceedings via The ***Victorian Civil & Administrative Tribunal (VCAT)*** if required.

Should you have any further queries in relation to this matter you are urged to contact Council on telephone number 9217 2170.

Kind Regards



Authorised Officer I.D. 5227
Planning Enforcement
City of Whittlesea

City of Whittlesea

Enquiries: *Building Services - Ph: 9217-2170*
CRM. Number: *2021661*
24/10/2024

S J L Bates
150 Towts Road
WHITTLESEA VIC 3757

Dear S J L Bates

Re: Building Order issued to 150 Towts Road WHITTLESEA 3757

On 3 April 2020 an inspection was conducted. From this inspection, non-compliances in contravention of the *Building Act 1993* and the *Building Regulations 2018* were observed, namely Construction of a second dwelling within the shed without a planning permit and building permit. Subsequently, a Building Notice requiring action was issued. A follow up inspection was undertaken on the 8 May 2023.

As there has not been compliance with the Notice, a Building Order has been issued requiring justification, certification or demolition of the structures **by 24 January 2025.**

Please note, failure to comply may result in **prosecution action**.

Your faithfully,

Building Services
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
www.whittlesea.vic.gov.au

Enquiries: Snezana Ph: 9217-2170
Ref. Number: 2021661

FORM 12

Regulation 182(1)

Building Act 1993

Building Regulations 2018

BUILDING ORDER

This building order is made under section 111 of the **Building Act 1993**.

***WARNING**: THIS ORDER HAS BEEN SERVED IN ACCORDANCE WITH SECTION 236(4A) OF THE BUILDING ACT 1993. UNDER SECTION 236(7) OF THAT ACT, IT IS AN OFFENCE FOR A PERSON TO REMOVE OR DEFACE THIS ORDER WITHOUT THE PRIOR CONSENT OF THE RELEVANT BUILDING SURVEYOR, THE RELEVANT COUNCIL OR THE VICTORIAN BUILDING AUTHORITY. THE MAXIMUM PENALTY FOR THIS OFFENCE IS 500 PENALTY UNITS FOR A NATURAL PERSON AND 2500 PENALTY UNITS FOR A BODY CORPORATE.

To The Owner(s): **S J L Bates**

Of: **150 Towts Road**, WHITTLESEA VIC 3757

From:

I am the Municipal Building Surveyor of Whittlesea City Council.
I am authorised to make a Building Order under section 111 of the **Building Act 1993**.

LOCATION OF THE Building/Land TO WHICH THIS NOTICE APPLIES:

LOT: 1 PS: 436682N
150 Towts Road WHITTLESEA 3757
Municipal District: **Whittlesea**

ORDER:

I, as the Municipal Building Surveyor, order that:

1.0 By **9.00AM** on **24 January 2025**, the owner of the building/land at 150 Towts Road WHITTLESEA 3757 **MUST** carry out the following building work:

1.1 Demolish/Dismantle the two storey unauthorised second dwelling constructed without a building permit and planning permit located within the existing shed.

REASON(S) WHY THIS ORDER WAS MADE:

In accordance with section 111 of the **Building Act 1993**, I am of the opinion that the following circumstances exist(s):

Building work was carried out without a building permit being issued and in force under the Building Act 1993

2.0 The following building work has been carried out on the building/land without a Building Permit as required by the **Building Act 1993**:

2.1 Construction of a second dwelling within the shed without a building permit.

DETAILS OF RELEVANT BUILDING NOTICE:

Date of service of Building Notice: 9/4/2020

Due date for making representations as specified in the Building Notice: 90 days (9/7/2020)

A copy of the relevant building notice is **attached** to this building order.

At the date of making this order, the due date for the owner to make representations has now expired.

A refusal of the planning permit has been issued by Whittlesea City Council planning department. After considering these representations, I am of the opinion that, for the reasons set out in this order, the making of this building order is warranted.

INSPECTION DETAILS:

The date and time of any inspection relied on by myself as the Municipal Building Surveyor for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection are—

Time of inspection:	**10AM**
Date of inspection:	**8 May 2023**
Name of person/persons:	**Snezana Trkulja-Djordjevic**
Qualification(s) of person/persons:	**Graduate Diploma of Building Surveying**

BUILDING ORDER MADE BY:

Municipal Building Surveyor

Name:	**Ashley Hansen**
Address:	**25 Ferres Boulevard, South Morang 3752**
Contact number:	**9217-2259**
Email:	**buildplan@whittlesea.vic.gov.au**
Building practitioner registration no.:	**BS-U 1148**
Municipal District:	**City of Whittlesea**

Signature:

Building Order no.: 2023/2021661

Date of making: 24/10/2024

NOTES:

1. Duration of Building Order
Under Section 117 of the *Building Act* (the Act), a Building Order remains in force, and if amended remains in force as amended, until it is complied with or it is cancelled by the Municipal Building Surveyor or Building Appeals Board.

2. Amendment or Cancellation of An Order
Under Section 116 of the Act, if there is a change in circumstances after the service of a Building Order, the owner may request the Municipal Building Surveyor to amend or cancel the Building Order.

3. Penalty for failure to comply
Under Section 118(1) of the Act, a person to whom a Building Order is directed must comply with that order. Penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate.

4. Appeal rights
Under section 142(2) of the Act, an owner of a building or land may appeal to the Building Appeals Board (BAB) against a decision to make a building order, impose any conditions on a building order, a failure within a reasonable time to amend or cancel a building order, refuse to amend or cancel a building order, or require that a building order is fully complied with. For the purpose of section 146(1)(a) of the Act, the prescribed appeal period under regulation 271 of the Building Regulations 2018 against the making of this building order is **30 days** after the day this building order is served on the person to whom it is directed. In the case of an appeal against the imposition of a condition on this building order, the prescribed period is **30 days** after the order is served on the person to whom it is directed. In the case of an appeal against a refusal to amend or cancel this building order, the prescribed period is **30 days** after the day the owner is notified of the refusal or the day the Municipal Building Surveyor is deemed to have refused to amend or cancel this building order. In the case of an appeal against a requirement that that this building order be fully complied with, the prescribed period is **30 days** after the day the owner is notified of the requirement.

Information regarding the appeal process can be obtained by contacting the BAB:

- website: www.buildingappeals.vic.gov.au

- phone: 1300 421 082

- email: registry@buildingappeals.vic.gov.au

5. Subsequent owners
Under section 236(6) of the Act, this order is binding on every subsequent owner of the land.

6. Owners corporations
If this order is to be served on an owner of a lot affected by an owners corporation, the order may be served on the owners corporation and if so served is taken to be served on the owner. An owners corporation on whom an order is served must not fail to provide a copy of the order to each lot owner affected by the order within a reasonable time after receiving the order. Penalty: 60 penalty units.

City of Whittlesea

Enquiries: Snezana Ph: 9217-2170
Reference Number:: 2021661

18/07/2025

S J L Bates
150 Towts Road
WHITTLESEA VIC 3757

Dear Sir/Madam,

CANCELLATION OF BUILDING ORDER
(UNDER SECTION 116 OF THE BUILDING ACT 1993)
ISSUE DATE: 24 OCTOBER 2024
LOT: 1 PS: 436682N 150 TOWTS ROAD WHITTLESEA 3757

In reference to the abovementioned Building Order, representations in the form of Building Permit has been issued by the Private Building Surveyor Daniel McDonald from Next Project Building Permits under Permit No. 9349773834680 dated 15 July 2025 with the Planning Permit endorsed under secondary consent and Structural Engineers Assessment with Certification, and the subsequent Certificate of Final Inspection dated 17 July 2025 issued by Next Project Building Permits Pty Ltd Daniel McDonald have been submitted. Therefore, please be advised that the above issued Building Order is cancelled forthwith.

Should you wish to discuss any matter relating to the above please contact the Building Department.

Yours sincerely,

ASHLEY HANSEN
MUNICIPAL BUILDING SURVEYOR
CITY OF WHITTLESEA

Section 32 - 150 Towts Rd

Final Audit Report 2025-08-05

Created:	2025-08-05
By:	Angela Christiansen (angela@nvconvey.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd6PUf1MO0PEk_yMpNpKHP05bQJi1_CF1

"Section 32 - 150 Towts Rd" History

Document created by Angela Christiansen (angela@nvconvey.com.au)
2025-08-05 - 5:48:17 AM GMT

Document emailed to stevebates@bigpond.com for signature
2025-08-05 - 5:49:20 AM GMT

Email viewed by stevebates@bigpond.com
2025-08-05 - 7:51:19 AM GMT

Signer stevebates@bigpond.com entered name at signing as Steven JL Bates
2025-08-05 - 9:39:43 PM GMT

Document e-signed by Steven JL Bates (stevebates@bigpond.com)
Signature Date: 2025-08-05 - 9:39:45 PM GMT - Time Source: server

Agreement completed.
2025-08-05 - 9:39:45 PM GMT