

# Contract of sale of land

**Property: 1 Mirka Drive, Lalor VIC 3075**

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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

### Approval

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

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

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

**Print names(s) of person(s) signing:** Nenad Peter Grubisic and Renee Joy Jakimowicz

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

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

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# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Rata & Co  
Address: 1/337 Settlement Road, Thomastown VIC 3074  
Email: sold@rataandco.com.au  
Tel: 9465 7766 Mob: Fax: Ref:

## Vendor

Name: Nenad Peter Grubisic and Renee Joy Jakimowicz  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Let's Settle Conveyancing Pty Ltd  
Address: 23 Healesville Loop, Craigieburn VIC 3064  
Email: admin@letssettle.com.au  
Tel: 0433 563 568 Mob: Fax: Ref: 251241

## Purchaser's estate agent

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

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11196 Folio 672	314	PS 623496S

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 1 Mirka Drive, Lalor VIC 3075

**Goods sold with the land** All fittings and fixtures of permanent nature, as inspected on day of sale.

**Payment**

Price \$ .....

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

Balance \$ ..... payable at settlement

**Deposit bond**

~~General condition 15 applies only if the box is checked~~

**Bank guarantee**

~~General condition 16 applies only if the box is checked~~

**GST (general condition 19)**

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

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

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

**is due on**

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

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

**Lease (general condition 5.1)**

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

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

a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

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

**Loan** (general condition 20)

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

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

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

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

**Special Conditions**

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

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

**GC 23 – special condition**  
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

**GC 28 – special condition**  
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

## **SPECIAL CONDITIONS**

**1. INTERPRETATION** - In the interpretation of this contract where the context permits.

- a) words importing either gender shall be deemed to include the other gender.
- b) words importing the singular number shall be deemed to include the plural and vice versa;
- c) where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

**2. LAND IDENTITY** - The purchaser admits that the land offered for sale and inspected by them is identical to that described in the title attached. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend Title or to bear all or any part of the cost of doing so.

**3. ACKNOWLEDGEMENT** – The purchaser acknowledges that before signing this or any prior contract for the said land he received from the vendor a statement in accordance with Section 32 of the Sale of Land Act 1982. The purchaser further acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf.

**4. RESTRICTIONS** - The purchaser buys subject to any restrictions imposed by the provisions of any applicable Town Planning Acts or Schemes, Local Government By-Laws or other enactments, or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the vendor's title. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

**5. CONDITION OF PROPERTY** - The purchaser agrees that any improvements on the Land may be subject to, or require compliance with, any Building Laws or Regulations. Any failure to comply with any Building Laws or Regulations will not, and will not be deemed to, constitute a defect in the Vendor's title. The purchaser further acknowledges that the property is purchased in its existing condition and the vendor makes no representations or warranties as to any plans, designs, compliance or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building on the property.

**6. DEFAULT** –If the vendor gives to the purchaser a notice of default under this contract, the default will not be remedied until:

- a) remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction; and
- b) payment by the purchaser of all expenses incurred by the vendor as a result of the default including, without limitation:
  - (i) legal costs, disbursements and expenses as between solicitor and client incurred due to the breach, including the cost of any default notice;
  - (ii) if the default results in settlement being delayed after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the property being included in the vendor's land tax assessment for the next calendar year;
  - (iii) all additional costs incurred by the vendor including but not limited to, interest, any commissions claimed by agent representing vendor, cost of arranging bridging finance and borrowing expenses; and
  - (iv) a fee of rescheduling the Settlement from the due date to such alternative thereafter set at \$300 Plus GST.

**7. SMOKE ALARMS** – If the property includes a building to which Regulation 5.14 of the Building Regulations 1994 applies that required the installation of a self-contained smoke alarm complying with AS3786-1993, it is agreed that the purchaser shall comply with the said Regulation, and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with the said Regulation.

**8. EXTENSION** – Should the Purchaser request an extension to any due date that is enuring to the Purchaser's benefit, then the purchaser must pay Vendor's Legal Representative a fee of \$200 plus GST for each and every time an extension is requested. The extension request fee must be allowed by the purchaser to the Vendor in the Statement of Adjustments. The Purchaser acknowledges that the extension request fee is a reasonable pre-estimate of the additional legal cost incurred by the Vendor as a result of Vendor's Legal Representative having to facilitate

the extension request. Purchaser acknowledges that extension fee will also be applicable on any request to reschedule the settlement to an earlier date

**9. SOLAR PANELS** – Purchaser's acknowledge that any Solar Panels on the property are not part of any regular appliances such as Heating, Cooling and Dishwasher. The Vendor make no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, its in-put or feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier may cease on the settlement.

**10. OBLIGATIONS JOINT AND SEVERAL** - If there shall be more than one purchaser, the agreements and obligations of the purchaser and the conditions under this contract shall bind them and any two or more of them jointly and each of them severally.

**11. STAMP DUTY - Purchasers Buying Unequal Interests**

- (i) If there is more than one purchaser, it is the purchasers' responsibility to ensure that the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (ii) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- (iii) The purchaser(s) fully indemnify (both jointly and severally) the vendor, the vendor's estate agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional stamp duty payable as a result of the proportions in the Transfer of Land differing from those in the contract.
- (iv) This special condition will not merge on completion but shall ensure for the benefit of the vendor.

**12. GUARANTEE OF COMPANY -**

- (i) If the purchaser is a company, the purchaser shall forthwith contemporaneous with the execution of this contract procure the execution of guarantees of this contract (incorporating indemnities) by all of its directors and/or shareholders and/or the person or persons who sign this contract on its behalf as the vendor shall reasonably require. The said guarantees shall be in the form that is annexed hereto in Schedule 1. In the event that such guarantees cannot be executed as at the date of signing this contract then such further guarantee/s shall be executed within seven (7) days of same being requested by the vendor. Any breach of this special condition shall be deemed to be a breach of the terms of this contract and shall entitle the vendor to exercise its rights pursuant to the provisions of this contract.
- (ii) If the Nominated Purchaser is a company, such guarantee shall be executed by all of it directors and/or shareholders and/or the person or persons who sign on behalf of the Nominated Purchaser as the vendor shall reasonably require.

**13. TRUST** - If the purchaser is buying the property as trustee of a trust then the purchaser:

- (i) must not do anything to prejudice any right of indemnity the purchaser may have under the trust;
- (ii) warrants that the purchaser has power under the trust to enter into this contract;
- (iii) is personally liable under this contract;
- (iv) warrants that the purchaser has a right of indemnity under the trust; and
- (v) must not allow the variation of the trust or the advance or distribution of capital of the trust or resettlement of any property belonging to the trust.

**14. FOREIGN INVESTMENT LEGISLATION** -The purchaser (and nominee if a nominee is nominated):

- (i) warrants that it is not prohibited by the Foreign Acquisitions and Takeovers Act 1975 (Cth), the Foreign Acquisitions and Takeovers Regulations 1989 (Cth), the Foreign Acquisitions and Takeovers (Notices) Regulations 1975 (Cth), or any other legislation (together, the "Foreign Investment Legislation") or the Foreign Investment Review Board (FIRB) from purchasing the property;
- (ii) warrants that it has obtained all necessary approval required by the Foreign Investments Legislation and the FIRB to enter into this contract (if applicable);
- (iii) agrees to pay and be responsible for any fees, costs, payments, penalties or other expenses payable in accordance with the requirements of the Foreign Investments Legislation and the FIRB;
- (iv) indemnifies and releases the vendor and agrees to keep the vendor indemnified and held harmless with respect to any breach of special condition 14 or a breach of the Foreign Investments Legislation.

**15. SEVERABILITY** - If any part of this contract is or becomes void or unenforceable or is illegal then that part shall if possible be read down and construed as far as is necessary to be legal and enforceable or (if such is impossible) shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance. So far as may be legally permissible the provisions of any Act (Federal or State present or future) shall not apply to this contract so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise detrimentally affect any rights, remedies or powers of the vendor.

**16. NON-MERGER** - Any provision of this contract which is capable of taking effect after Settlement of this contract shall not merge on Settlement but shall continue in full force and effect.

**17. WAIVER** - The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any other power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

**18. DUE DILIGENCE** – Purchaser acknowledges and confirms that they have completed their due diligence and agree that this property is suitable for them. Purchaser confirms that they have enquired with Authorities, Council, Estate, Builder and Architect for suitability of land. Purchaser further agrees that Vendor has disclosed all information to the best of their knowledge and any omission or error in disclosing any information does not form any defect in this Contract and Vendor's Statement. Purchaser will not call upon Vendor to fix any defects, rescind the Contract or claim any compensation, costs & fees.

**19. UNDERGROUND ASSETS** – Purchaser acknowledges that there may be underground infrastructure assets laid outside the registered easements on the property and any excavation, irrespective of size, has the potential to damage assets located around the work site, leading to service interruptions, delays to the project, costly repairs and in the worst case scenario, injury or death. It is Purchaser's Responsibility and Duty of Care to obtain relevant information prior to any excavation work. Purchaser indemnify and continue to indemnify Vendor or Vendor's representative against any future claims or loss due to Purchaser's negligence to obtain proper information. This condition will not merge after settlement.

**20. NOMINEE** – General Condition 4 shall be amended by the addition of a last sentence as follows: "These arrangements shall be completed to the reasonable satisfaction of the vendor or their solicitors at the expense of both the purchaser and the nominees and in addition may only be effected if the purchaser is not in default pursuant to this contract. The Nominee must pay to the vendor on the settlement date a nomination fee of \$200.00 plus GST as compensation for the vendor's additional legal expenses in respect of nomination."

**21. Amendments to the General conditions-**

- (i) General condition 31.3 is deleted and replaced with the following: 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.
- (ii) General condition 31.4, 31.5 and 31.6 are deleted.
- (iii) General condition 35.3 (b) and 35.3 (c) are deleted.
- (iv) General condition 35.4 (a) is amended by replacing the word 'up to' with 'equals to'.

**22. FINANCE** – Notwithstanding anything in this Contract, if the contract of sale is subject to finance and the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the approval date, Purchaser must simultaneously:

- (i) provide a declined letter from the Lender (not the Mortgage Broker) which shows the Purchaser's name, application number and property address, to confirm that the finance has been declined; and
- (ii) provide sufficient evidence and the circumstances as to why the finance was declined.

If the above condition is not met, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

**23. BUILDING REPORT**

23.1 General condition 21 is deleted and replaced with below.

23.2 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 structural defect;
- b. gives the vendor a copy of the report and a written notice ending this contract; and
- c. is not then in default.

23.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

23.4 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.

23.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**24. AUCTION** - the property is offered for sale by public auction, subject to the vendor's reserve price. The Rules of the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 or any Rules prescribed by regulation which modify or replace those Rules.

INFORMATION ONLY

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

## 25. GST WITHHOLDING

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

---

# GUARANTEE AND INDEMNITY

**TO:** The vendor as named in the contract to which this document is attached (“the vendor”)

**IN CONSIDERATION** of the vendor, at the request of the person whose name is set forth in the Schedule 1 hereto (“the guarantor”), having agreed to sell the property and the chattels (if any) to the purchaser, for the price and other terms as contained in the contract.

**1. HEREBY GUARANTEES** to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto (“the monies hereby secured”) and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed 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 hereby secured the guarantor will immediately pay same 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 same.
- c) **THE** guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured 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 contained.
- 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 hereunder 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.

**2.** As a separate and coverable covenant, the guarantor hereby agrees to indemnify the vendor not only by reason of the non-payment by the purchaser of all monies payable or that may become payable under the said contract but also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the said contract.

# Schedule -1

**VENDOR: Nenad Peter Grubisic and Renee Joy Jakimowicz**

**PURCHASER:**

**GUARANTOR:**

**DATED** \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNED SEALED AND DELIVERED by )

the said Guarantor(s) )

in Victoria in the presence of: )

SIGNED SEALED AND DELIVERED by )

the said Guarantor(s) )

in Victoria in the presence of: )

INFORMATION ONLY

# Vendor Statement

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

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

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

<b>Land</b>	1 MIRKA DRIVE, LALOR VIC 3075
-------------	-------------------------------

Vendor's name	Nenad Peter Grubisic	Date	/ /
Vendor's signature	_____		
Vendor's name	Renee Joy Jakimowicz	Date	/ /
Vendor's signature	_____		

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

# 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$6,000.00

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

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

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

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

The required specified information is as follows:

- |                                   |  |
|-----------------------------------|--|
| (a) Name of planning scheme       | Whittlesea planning scheme                   |
| (b) Name of responsible authority | Whittlesea city council                      |
| (c) Zoning of the land            | GRZ - General Residential Zone - Schedule 1  |
| (d) Name of planning overlay      | DPO - Development Plan Overlay - Schedule 20 |

## 4. NOTICES

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

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

Are as follows  
if any, are contained in the attached certificates and statements

### 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:

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:

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):

Are as follows:  
if any, are contained in the attached certificates and statements

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

### **13. ATTACHMENTS**

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

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

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

---

INFORMATION ONLY

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

VOLUME 11196 FOLIO 672

Security no : 124124322454C  
Produced 09/05/2025 01:54 PM

LAND DESCRIPTION

Lot 314 on Plan of Subdivision 623496S.  
PARENT TITLES :  
Volume 11147 Folio 062      Volume 11190 Folio 617  
Created by instrument PS623496S 16/04/2010

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
NENAD PETER GRUBISIC  
RENEE JOY JAKIMOWICZ both of 70 EASTERN RIDGE WALLAN VIC 3756  
AK995035T 31/03/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX728882F 13/02/2024  
NATIONAL AUSTRALIA BANK LTD

COVENANT PS623496S 16/04/2010

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  
AF262180R 09/08/2007

DIAGRAM LOCATION

SEE PS623496S 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: 1 MIRKA DRIVE LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 13/02/2024

DOCUMENT END

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Document Identification	<b>PS623496S</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>14/05/2025 13:17</b>

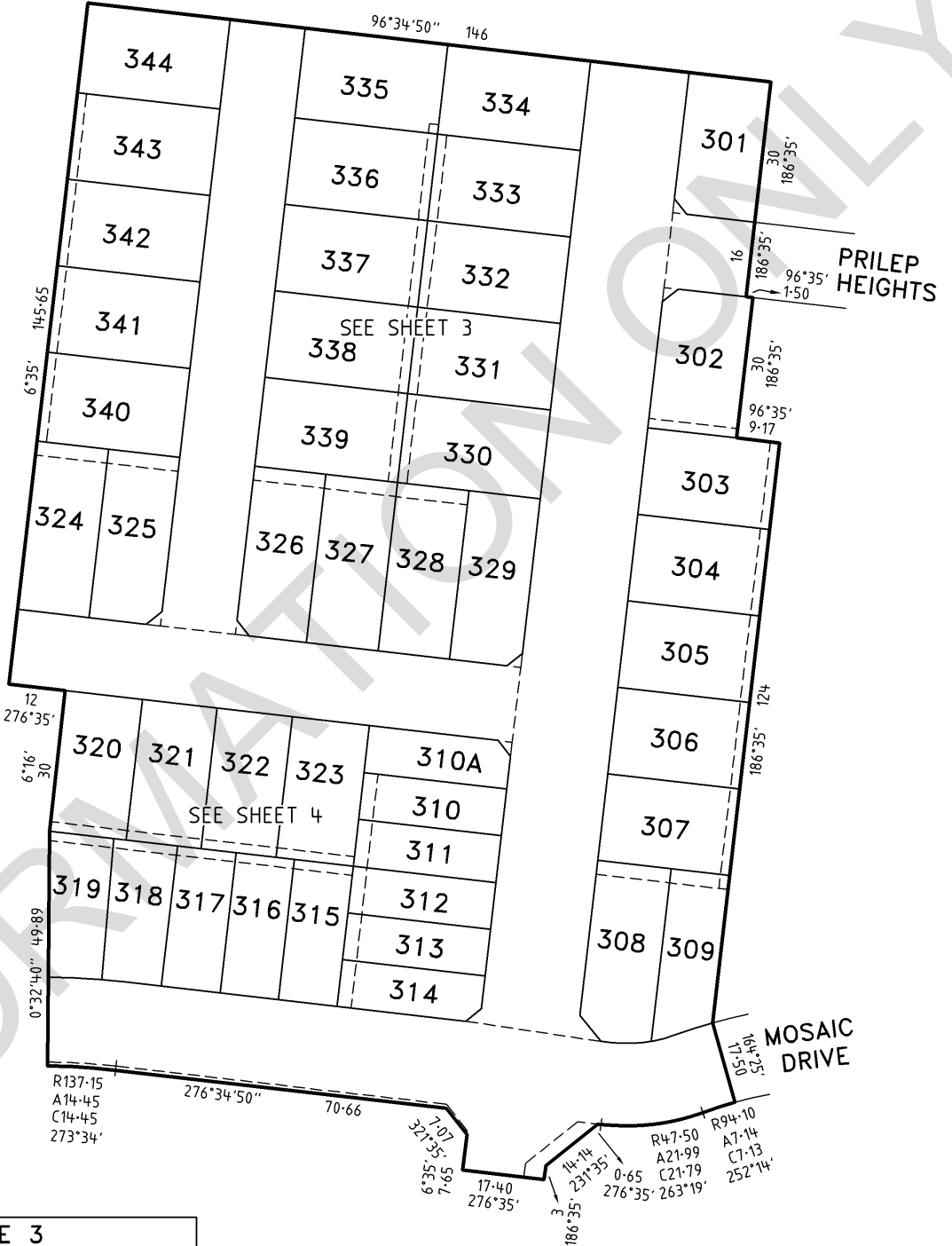
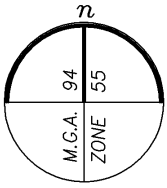
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<b>PLAN OF SUBDIVISION</b>		Stage No. <hr/>	LRS use only <b>EDITION 1</b>	Plan Number <b>PS 623496S</b>
Location of Land Parish: KEELBUNDORA  Township: - Section: - Crown Allotment: - Crown Portion: 24 (PART)  Title Reference: VOL 11147 FOL 062 VOL 11190 FOL 617  Last Plan Reference: LOT G ON PS622423C LOT V ON PS630159W  Postal Address: 50G GILLWELL ROAD (at time of subdivision) LALOR, 3075  MGA Co-ordinates E 324 100 Zone: 55 (of approx. centre N 5829 550 of land in plan)		<b>Council Certification and Endorsement</b> Council Name: WHITTLESEA CITY COUNCIL Ref: 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.  <b>OPEN SPACE</b> (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.....  Council Delegate Council Seal Date / /  Re-certified under section 11(7) of the Subdivision Act 1988  Council Delegate Council Seal Date / /		
<b>Vesting of Roads and/or Reserves</b>				
Identifier	Council/Body/Person			
ROAD R1	WHITTLESEA CITY COUNCIL			
<b>Notations</b>				
<b>Staging</b>		This <del>is</del> /is not a staged subdivision Planning Permit No.		
<b>Depth Limitation</b>		DOES NOT APPLY		
TANGENT POINTS ARE SHOWN THUS:  LOTS 1 TO 300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN LAND SUBDIVIDED - 3.363ha				
NOTATIONS: THE LAND IN THIS PLAN HAS CARRIAGEWAY RIGHTS OVER APPURTENANT EASEMENTS A-1 & A-2 AS SHOWN ON PS519650R & CREATED BY INSTRUMENT No. AE875662M AND ALSO OVER EASEMENTS E-3, E-4 AND E-5 AS SHOWN AND CREATED ON PS619106J.				
THIS IS A SPEAR PLAN  <b>Survey</b> This plan is/ <del>is not</del> based on survey This survey has been connected to permanent marks no(s) 108, 609 & MMB8263 In Proclaimed Survey Area No. -				
<b>Easement Information</b>				
<b>Legend:</b>		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	PS 619106J	WHITTLESEA CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	PS 619106J	YARRA VALLEY WATER LIMITED
E-2	CARRIAGEWAY	SEE DIAG	PS 622423C	LOTS H AND J ON PS 622423C
E-3	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
<b>LRS use only</b>				
Statement of Compliance/Exemption Statement				
Received <input checked="" type="checkbox"/>				
Date <b>8 / 4 / 10</b>				
<b>LRS use only</b>				
PLAN REGISTERED				
TIME <b>3:06 PM</b>				
DATE <b>16/04/2010</b>				
..... <b>Christopher Nicholson</b> ..... Assistant Registrar of Titles				
Sheet 1 of 6 sheets				
<b>MOSAIC LIVING - STAGE 3</b>		LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE ..... DIGITALLY SIGNED ..... DATE / / REF 6319033 01/03/10 VERSION D DWG 631903BD		
<b>45 LOTS</b>				
<b>Bosco Jonson Pty Ltd</b> A.C.N 080 522 256 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

<b>PLAN OF SUBDIVISION</b>	Stage No. <hr style="width: 50px; margin: 0 auto;"/>	Plan Number <b>PS 623496S</b>
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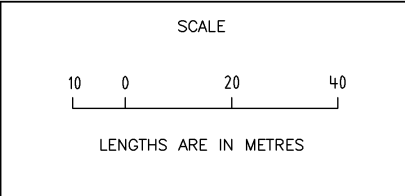
**MOSAIC LIVING – STAGE 3**

**Bosco Jonson Pty Ltd**

A.C.N 080 522 256  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia DX 20524 Emerald Hill  
 Tel 03) 9699 1400 Fax 03) 9699 5992

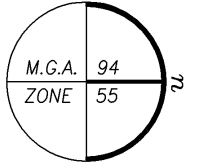


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DWG 631903BD

Sheet 2
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

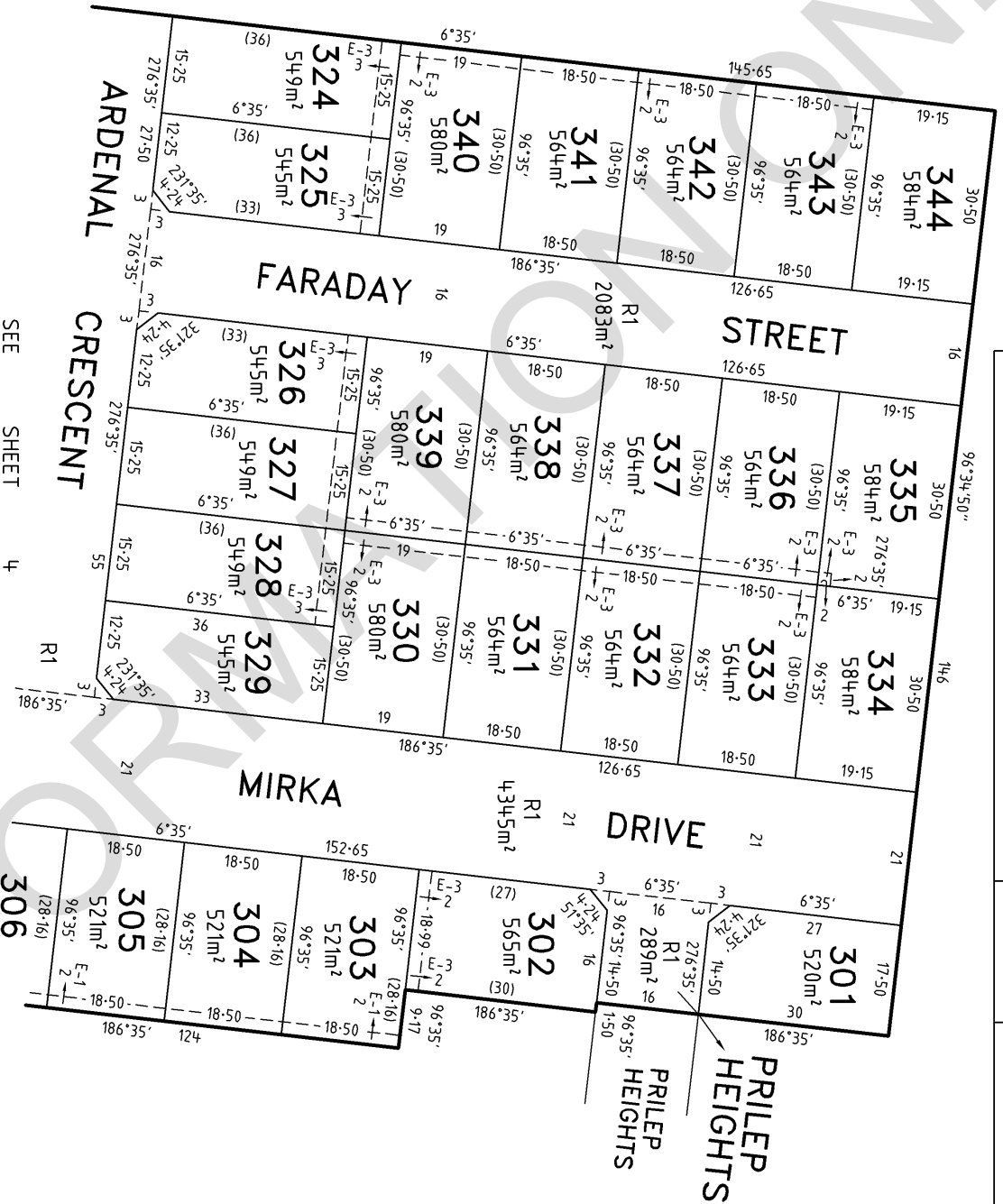


# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 623496S**



**MOSAIC LIVING – STAGE 3**

**Bosco Jonson Pty Ltd**

A/CN 080 522 256  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia DX 20524 Emerald Hill  
 Tel (03) 9699 1400 Fax (03) 9699 5992

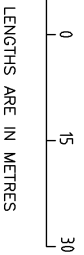


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SEE SHEET 4

LICENSED SURVEYOR (PRINT)

ANDREW J. REAY

DIGITALLY SIGNED

DATE / /

REF 6319033

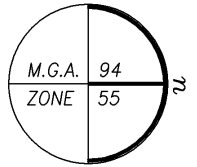
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DWG 631903BD

Sheet 3

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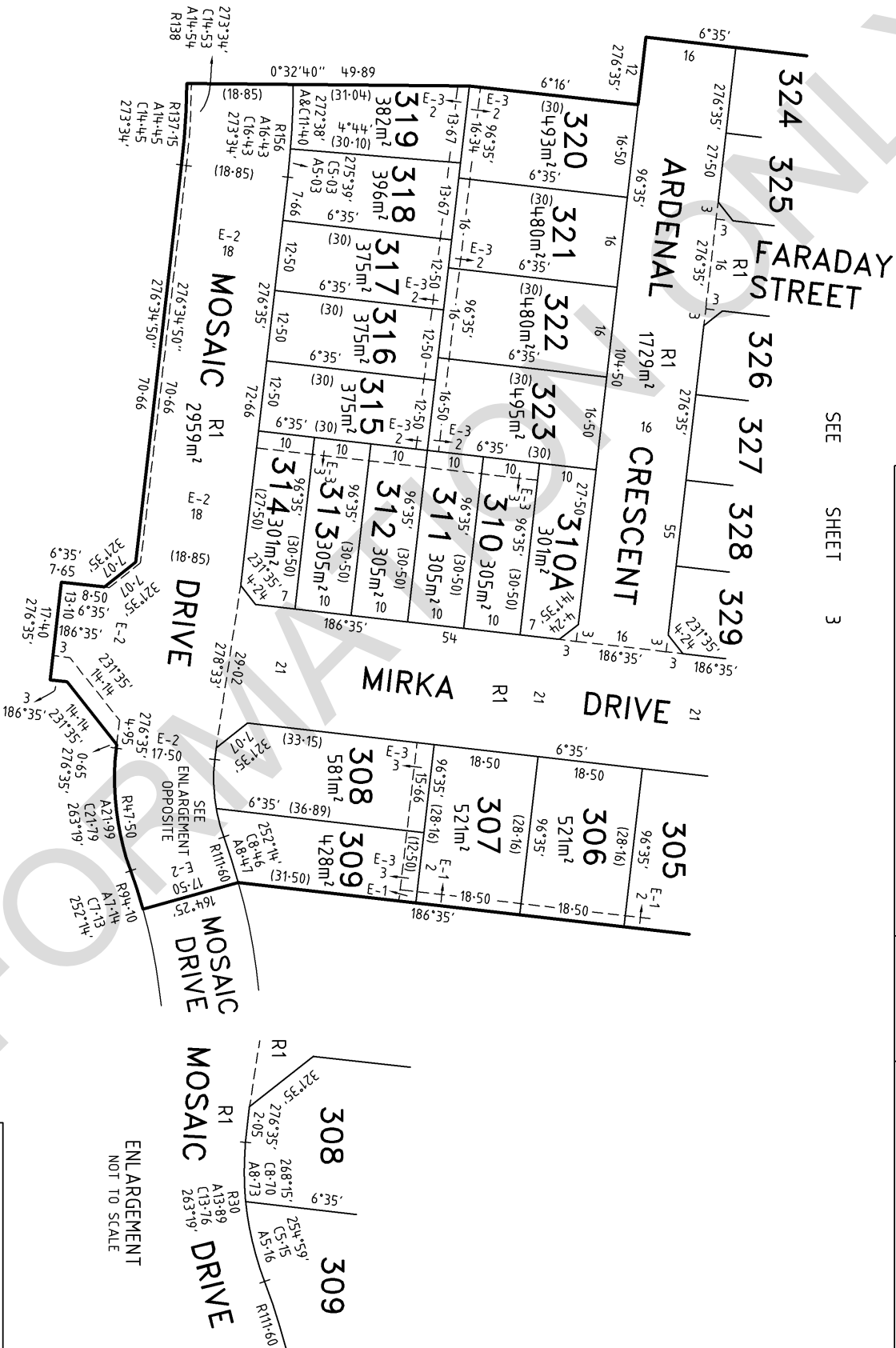
**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 623496S**

SEE SHEET 3



**MOSAIC LIVING - STAGE 3**

**Bosco Jonson Pty Ltd**

ACN 080 522 256  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia DX 20524 Emerald Hill  
 Tel (03) 9699 1400 Fax (03) 9699 5992



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LICENSED SURVEYOR (PRINT)

ANDREW J. REAY

SIGNATURE . . . . .

DIGITALLY SIGNED

REF 6319033

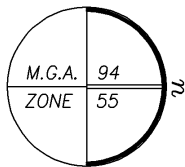
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VERSION D

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ENLARGEMENT  
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# PLAN OF SUBDIVISION

Stage No. /

Plan Number

## PS 623496S

### CREATION OF RESTRICTION A

The following restriction is to be created upon registration of this plan

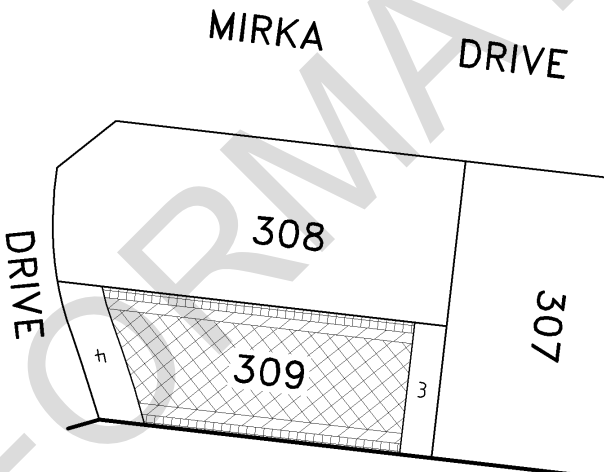
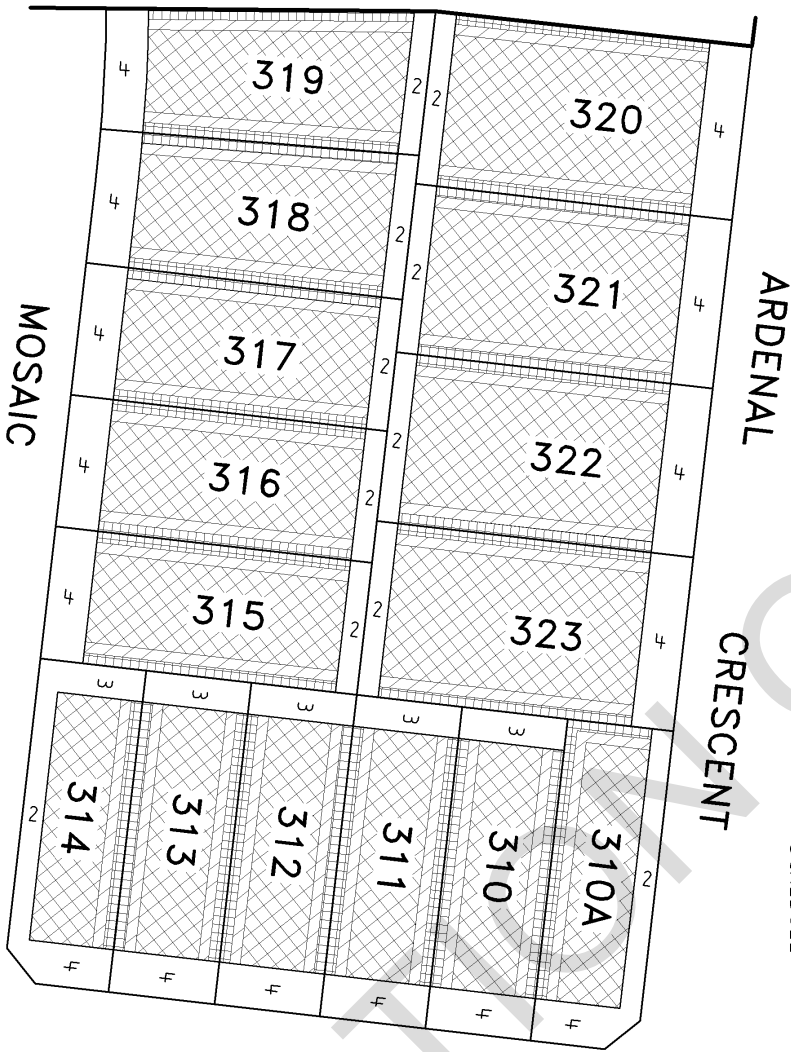
#### Description of Restriction:

The registered proprietors of Lots 309, 310, 310A & 311 to 323 (both inclusive) on this Plan of Subdivision shall not construct any dwelling which is not within the designated building envelope as shown in the Schedule.

#### SCHEDULE

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
309	307, 308
310A	310, 323
310	310A, 311, 323
311	310, 312, 323
312	311, 313, 315
313	312, 314, 315
314	313, 315
315	312, 313, 314, 316, 323
316	315, 317, 322, 323
317	316, 318, 321, 322
318	317, 319, 320, 321
319	318, 320
320	318, 319, 321
321	317, 318, 320, 322
322	316, 317, 321, 323
323	310A, 310, 311, 315, 316, 322



- LEGEND**
- BUILDING TO BOUNDARY ZONE
  - OVERLOOKING ZONE  
Ground Floor setback, 1m from side boundary
  - NON OVERLOOKING ZONE  
First Floor setback, 2m from side boundary

MOSAIC LIVING – STAGE 3

**Bosco Jonson Pty Ltd**

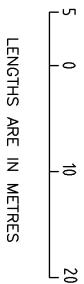
A/CN 080 522 256  
16 Eastern Road South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel (03) 9699 1400 Fax (03) 9699 5992



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ANDREW J. REAY

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DATE / /

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DWG 631903BD

VERSION D

Sheet 5

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COUNCIL DELEGATE SIGNATURE

<b>PLAN OF SUBDIVISION</b>	Stage No. <hr/>	Plan Number <b>PS 623496S</b>
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CREATION OF RESTRICTION B

Upon Registration of this plan the following restriction is created:

Land to benefit: Lots 301 to 310, 310A & 311 to 344 (all inclusive) on this plan.

Land to be burdened: Lots 301 to 310, 310A & 311 to 344 (all inclusive) on this plan (each lot being a "burdened lot").

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot must not:

- B1 build or permit more than one dwelling-house to be built or remain on the burdened lot;
- B2 build or erect or permit to be built or erected or remain on the burdened lot or any part of it:
  - B2.1 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by Mosaic Design Review Committee in accordance with the "Mosaic Living House Design Guidelines" as amended from time to time; or
  - B2.2 any building or structure other than one which complies with the provisions of the Mosaic Living House Design Guidelines;
- B3 erect or allow any signs to remain on the burdened lot other than the following:
  - B3.1 where a dwelling constructed on the burdened lot has been completed and is offering for sale (but not if the burdened lot remains vacant or the dwelling is partly completed and is offering for sale) one real estate agent's "for sale" sign not exceeding 2.4 meters by 1.8 meters; or
  - B3.2 during the period of construction of a dwelling on the burdened lot signs of builders and tradespersons who are carrying out construction work on the burdened lot; or
  - B3.3 signs of builders advertising homes to be constructed by those builders on the burdened lot or on any other lot in the Development and offered for sale to members of the public, subject to obtaining the ABAH Group's prior written approval of those signs;
- B4 use the burdened lot or any part of it as a display home except with the Mosaic Design Review Committee's prior written consent;
- B5 park any trucks or commercial vehicles with a carrying capacity exceeding 1.5 tonnes on the burdened lot except on a temporary basis for the purpose of supplying goods to an occupier of the burdened lot or in connection with the construction of a dwelling-house on the burdened lot.

In this restriction "Development" means the land known as Mosaic Living, Gillwell Road, Lator which includes the land in this plan.

This restriction shall cease to have effect on 31 December 2018.

**MOSAIC LIVING – STAGE 3**

**Bosco Jonson Pty Ltd**

A.C.N 080 522 256  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia DX 20524 Emerald Hill  
 Tel 03) 9699 1400 Fax 03) 9699 5992



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## Plan of Subdivision PS623496S

# Certifying a New Version of an Existing Plan (Form 21)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S003457M

Plan Number: PS623496S

Council Name: Whittlesea City Council

Council Reference Number 1: 606898

Surveyor's Plan Version: D

### Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 19/08/2009

Date of previous recertifications under Section 11(7): 11/02/2010

### Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Annelise Hughes

Organisation: Whittlesea City Council

Date: 09/03/2010

# Plan of Subdivision PS623496S

## Statement of Compliance Form 25

Regs 55(f) and 56 Subdivision (Procedures) Regulations 2000

Section 21

### Subdivision Act 1988

To Hugh Webster (ABAH Group Pty Ltd), 222 Edgecliff Road, Woolhara, NSW,  
2025

### Statement of Compliance

SPEAR REF. NO.	S003457M
COUNCIL REF. NO:	606898
OFFICE OF TITLES PLAN NO.	PS623496S
SURVEYOR'S PLAN VERSION	D
ORIGINAL DATE CERTIFIED BY COUNCIL	19/08/2009
DATE OF LAST RE-CERTIFICATION BY COUNCIL	09/03/2010

This is a Statement of Compliance issued under section 21 of the Subdivision Act 1988 for the whole of the above plan.

Requirements under Parts 2 and 3 of the Subdivision Act 1988 have now been satisfied.

In the case of a plan in a form other than paper, you should now make available this statement to the Office of Titles. If you have not yet lodged the certified plan, then this statement should be made available with that plan.

This document issued by Annelise Hughes of Whittlesea City Council and signed on 06/04/2010 at 03:28 pm

# Imaged Document Cover Sheet

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Form 13

AF262180R

09/08/2007 \$97 173



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5291439

Customer Code: 1167E

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

Land: 11014 s 334 & 335 part of Certificate of Title Volume 10066 Folio 975 and more particularly being Lot 1 on the proposed plan, a copy of which is attached and marked 'A' and part of Certificates of Title Volume 10962 Folio 347, Volume 10962 Folio 348 and Volume 10962 Folio 349 and more particularly being lots 1, 2 and 3 on the proposed plan, a copy of which is attached and marked 'B'

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

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

Name of officer: DAVID TURNBULL

Office held: CHIEF EXECUTIVE OFFICER

Date: 16/7/07



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email info@maddocks.com.au  
www.maddocks.com.au  
DX 256 Melbourne

Date **16, 7** /2007

**AF262180R**  
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**Agreement under Section 173 of the  
Planning and Environment Act 1987**

**Amendment C71 Land**

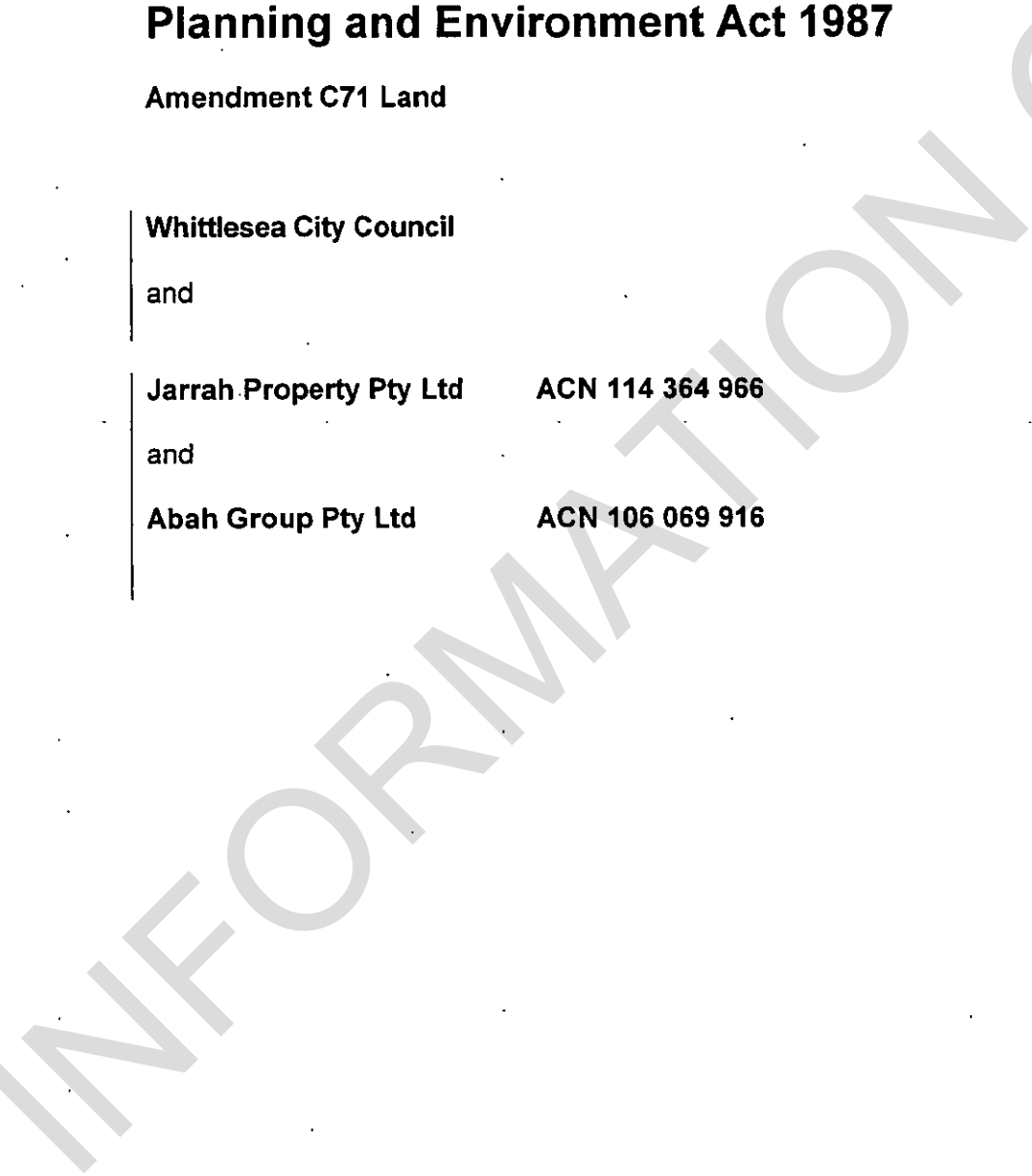
**Whittlesea City Council**

and

**Jarrah Property Pty Ltd ACN 114 364 966**

and

**Abah Group Pty Ltd ACN 106 069 916**



Affiliated offices  
Adelaide, Brisbane, Colombo, Dubai,  
Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Sydney, Tianjin

**AF262180R**

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

DATE 16/7/2007

AF262180R



BETWEEN

**WHITTLESEA CITY COUNCIL**  
of Municipal Offices, Ferres Boulevard, South Morang

(Council)

AND

**JARRAH PROPERTY PTY LTD ACN114 364 966**  
of 66 Kings Park Road, West Perth, WA

(Jarrah)

AND

**ABAH GROUP PTY LTD ACN 106 069 916**  
of 39 Sandhurst Crescent Glenhaven NSW

(Abah)

## RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Planning Authority for the Amendment.
- B. Jarrah is the owner of the Jarrah Land.
- C. Abah is the purchaser of the Abah Land. The current registered proprietor of the Abah Land is V & M Loccisano Pty Ltd ACN 005303864. V & M Loccisano have consented to Abah entering into this Agreement.
- D. The Abah Land is subject to a registered mortgage no S319370Y in favour of Australian and New Zealand Banking Group Limited and to Abah in AE526981U (Mortgagees). The Jarrah Land is subject to registered mortgage no AE830034W in favour of Suncorp. (collectively the Mortgagees) The Mortgagees have consented to Jarrah and Abah entering into this Agreement.
- E. The Amendment rezones the Jarrah Land and the Abah Land to a Residential 2 zone and applies a Development Plan Overlay to the Subject Land.
- F. By resolution dated 15 August 2006, Council resolved to adopt the Amendment and to request the Minister for Planning to approve the Amendment on the condition that Jarrah and Abah enter into an agreement pursuant to section 173 of the Act to secure open space and development contributions (**Council Resolution**).
- G. Jarrah and Abah have agreed upon the amount and form of the open space and the development contributions to be made by each of them. The parties enter into this

agreement to secure the making of the Owners' obligations pursuant to the requirements of the Council resolution.

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**THE PARTIES AGREE**

**1. DEFINITIONS**

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

**Abah** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the or the Abah Land or any part of it and includes a Mortgagee-in-possession;

**Abah Land** means the land described in Certificate of Title Volume 10066 Folio 975 being Lot 1 on Plan of Subdivision 518239B;

**Act** means the *Planning and Environment Act 1987*;

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

**Amendment** means amendment C71 to the Planning Scheme;

**Approval Date** means the date that a Notice of Approval of the Amendment is published in the Government Gazette;

**Business Day** means a day that is not a Saturday or Sunday or that is wholly or partly observed as a public holiday throughout Victoria;

**Community Contribution** means a contribution towards the provision of community infrastructure as explained in the Guidelines for Development Contributions and published by Department of Sustainability and Environment June 2003;

**Development Contribution** means a contribution towards infrastructure that would normally be provided pursuant to a development contributions plan but does not include the provision of utility services normally associated with the development of land including, water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure, local and connector roads and local passive open space areas;

**Indicative Staging Plan** means the plan that relates to the Abah Land and prepared by Coomes Consulting and Roberts Day Town Planning and Design marked "Indicative Staging Plan" Reference No 141260, Revision 2 dated 15-07-06 or as otherwise amended by agreement between the parties from time to time.

**Jarrah** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Jarrah Land or any part of it and includes a Mortgagee-in-possession;

**Jarrah Land** means the land described in Certificates of Title Volume 10962 Folio 347, Volume 10962 Folio 348, and Volume 10962 Folio 349 being lots 1, 2 and 3 on Plan of Subdivision 544515F;

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Abah Land or the Jarrah Land or any part of it;

**Owners** mean Jarrah and Abah collectively;

**Party or Parties** means the Jarrah, Abah and Council under this Agreement as appropriate;

**Pavilion** means a building designed as a sports pavilion having a total internal floor area of 565sq.m and an external verandah/canopy area of 250sq.m.

**Pavilion and Ovals Plan** means the plan prepared by Coomes Consulting showing the layout of the Pavilion and Senior Football Ovals on the Abah Land at Annexure "B".

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

**Residential Lot** means a lot intended to be finally developed with a dwelling. It does not include a superlot, balance lot or the like which is intended to be further subdivided.

**Responsible Authority** means the person or body responsible for administering and enforcing the Planning Scheme over the Jarrah Land and the Abah Land;

**Senior Football Oval** means an oval with minimum boundary line dimensions of 165 metres by 130 metres and having a fence offset of 5 metres from the boundary line;

**Statement of Compliance** means a statement of compliance under the *Subdivision Act* 1988.

**Subject Land** means the Abah Land and the Jarrah land collectively.

## 2. INTERPRETATION

---

In this Agreement unless the context admits otherwise:

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

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the Abah Land and in the case of Jarrah, the Jarrah Land and this Agreement must be read and applied so that each owner of the land or part of the land is only responsible for those covenants and obligations which relate to the part of the land which it owns.

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**3. SPECIFIC OBLIGATIONS OF ABAH**

Abah covenants and agrees that:

**3.1 Open Space Contribution**

3.1.1 it will contribute to Council at no cost to Council, 6.79 hectares of the Abah land for drainage and open space purposes;

3.1.2 the land which must be contributed for drainage and open space purposes by Abah is the land shown as "open space", "drainage reserve", "recreation reserve" or the like on the plan at Annexure "A";

3.1.3 the land to be contributed by Abah to Council must be shown as a reserve on any plan of subdivision which contains that land except that in respect of the land identified as "recreation reserve" on the plan at Annexure "A" (**Recreation Reserve**), that land must be shown as a reserve on the plan of subdivision either:

3.1.3.1 for the subdivision for stage 8 of the development of the Abah Land as shown on the Indicative Staging Plan so as to vest in Council upon the registration of that plan of subdivision; or

3.1.3.2 for the subdivision that creates the 500<sup>th</sup> Residential Lot so as to vest in Council upon the registration of that plan of subdivision -

whichever is the earlier;

3.1.4 until the Recreation Reserve is developed as a recreation reserve, an appropriate part of it must be suitably finished with topsoil and sown to grass and made available for passive open space purposes;

**3.2 Recreation Reserve**

3.2.1 notwithstanding clause 3.1.1, the Recreation Reserve:

3.2.1.1 must be in generally accordance with the Pavilion and Ovals Plan and be of a sufficient area so that it can accommodate

3.2.1.1.1 two Senior Football Ovals each separated from the other by no less than 10 metres from boundary line to boundary line and each being at least 10 metres from the edge of the recreation reserve; and

3.2.1.1.2 the Pavilion, 106 car parking spaces and appropriate buffer or separation distances from

**AF262180R**

5



the edge of the Senior Football Oval to the edge of Recreation Reserve to the satisfaction of the Council.

**3.3 Construction of Football Ovals and Car parking**

3.3.1 unless Council agrees in writing to allow Abah to construct the Senior Football Oval and associated car parking, Abah will contribute the amount of \$400,000 exclusive of GST to Council for the purpose of constructing one Senior Football Oval on the Recreation Reserve in accordance with plans and specifications approved by Council;

3.3.2 the contribution referred to in clause 3.3.1 must be paid prior to the issue of a Statement of Compliance in respect of

3.3.2.1 Stage 8 as shown on the Indicative Staging Plan; or

3.3.2.2 the subdivision that includes the creation of the 500th Residential Lot so as to vest in Council upon the registration of that plan of subdivision

whichever is the earlier;

**3.4 Contribution to cost of pavilion**

3.4.1 unless Council agrees in writing to allow Abah to construct the Pavilion, Abah will contribute the amount of \$732,232 exclusive of GST to Council as a contribution to the cost of constructing a Pavilion on the Recreation Reserve ;

3.4.2 the said contribution must be paid:

3.4.2.1 no later than one year after the contributions pursuant to clauses 3.1 and 3.3 are satisfied; or

3.4.2.2 prior to the issue of a Statement of Compliance in respect of Stage 8 as shown in the Indicative Staging Plan -

whichever occurs first;

**3.5 Contribution to road works**

3.5.1 it will upgrade the Gillwell and Barry Road intersection to accommodate the provision of exclusive turn lanes as detailed in Schedule 1 of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority; **(Road Upgrade)**

3.5.2 the Road Upgrade must be completed prior to the issue of a Statement of Compliance in respect of Stage 1 on the Abah Land as shown on the Indicative Stage Plan;



**3.6 Contribution to / provision of local roads around open space**

- 3.6.1 it will construct the local roads around open space as detailed in the Pavilion and Ovals Plan and in Schedule 2 of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority; **(local road works)**
- 3.6.2 the local road works must be completed prior to the issue of a Statement of Compliance in respect of the stage of the subdivision in which the roads are contained;

**3.7 On road car parking**

- 3.7.1 it will construct the on road car parking as detailed in the Pavilion and Ovals Plan and in Schedule 2 of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority; **(on-road car parking works)** and
- 3.7.2 the on-road car parking works must be completed prior to the issue of a Statement of Compliance in respect of the stage of the subdivision in which the roads are contained.

**4. SPECIFIC OBLIGATIONS OF JARRAH**

---

Jarrah covenants and agrees that:

**4.1 Open Space Contribution**

- 4.1.1 it will contribute to Council at no cost to Council 2.31 hectares of the Jarrah Land for open space purposes;
- 4.1.2 the land to be contributed as the open space contribution by Jarrah is the land described as park, drainage reserve, reserve, stony knoll, open space or the like on the plan at Annexure "A";
- 4.1.3 the Jarrah Open Space Land will be shown as a reserve on the plan of subdivision for the relevant stage of the development of the Jarrah Land so as to vest in Council upon the registration of that plan of subdivision;

**4.2 Contribution to improvement of Open Space**

- 4.2.1 it will undertake works to the value of \$150,000 exclusive of GST to embellish the Jarrah Open Space Land in the area around the central stony knoll, including providing low fencing, landscaping, grass, seating and other improvements **(works)**;
- 4.2.2 the works must be carried out in accordance with landscape plans and specifications first approved by Council;
- 4.2.3 the works must be undertaken prior to the issues of a Statement of Compliance for the subdivision of the land which includes the relevant Jarrah Open Space Land;



**4.3 Contribution to cost of pavilion**

4.3.1 it will contribute the amount of \$767,768 exclusive of GST to Council as a contribution to the cost of constructing a Pavilion on the Recreation Reserve on the Abah Land.;

4.3.2 the said contribution must be paid

4.3.2.1 no later than one year after the contributions pursuant to clauses 3.1 and 3.3 are satisfied; or

4.3.2.2 prior to the issue of a Statement of Compliance in respect of Stage 8 of the subdivision of the Abah Land as shown in the Indicative Staging Plan - -

whichever occurs first;

**4.4 Contribution to / provision of road works**

4.4.1 it will construct the road infrastructure associated with Deveny Road between Edgars Road and the northern boundary of the Jarrah Land as detailed in Schedule 3 of this Agreement (**Roadworks**) in accordance with conforming plans and specifications to the satisfaction of the Responsible Authority;

4.4.2 the Roadworks must be constructed prior to the issue of a Statement of Compliance in respect of the creation of the 237<sup>th</sup> lot on the Jarrah Land;

**4.5 Contribution to / provision of Intersection works**

4.5.1 it will construct the intersection works detailed in Schedule 4 of this Agreement including the provision of signals in accordance with conforming plans and specifications to the satisfaction of the Responsible Authority;

4.5.2 the said intersection must be constructed prior to the issue of a Statement of Compliance in respect of the creation of the 237<sup>th</sup> lot on the Jarrah Land;

**4.6 Contribution to / provision of local roads around open space**

4.6.1 it will construct the local roads around open space as detailed in Annexure A of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority;

4.6.2 the work must be undertaken prior to the issue of a Statement of Compliance for the subdivision of the land which includes the relevant Jarrah Open Space Land ;

**4.7 Provision of Bike Path**

4.7.1 it will construct the bicycle path from Edgars Road to the freeway generally as identified in Annexure A and as detailed in Schedule 5 of this Agreement in accordance with conforming plans and specifications

approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority;

- 4.7.2 that portion of the said bicycle path from Edgars Road to Gillwell Road must be constructed at the same time that Deveny Road from Gillwell Road to Edgars Road is constructed.

**AF262180R**



**5. FURTHER OBLIGATIONS OF THE OWNER**

---

**5.1 Notice and Registration**

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

**5.2 Further actions**

The Owner further covenants and agrees that:

- 5.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section; and
- 5.2.3 if the Registrar of Titles refuses to register this Agreement on account of the length of or the quality of any attachment to this Agreement, then after Council advises the Owner that it proposes to do so, the attachment may be removed from the registration counterpart of this Agreement but the whole Agreement shall continue to comprise the said attachment as identified in the counterpart version of the Agreement kept by Council as required by the Act.

**5.3 Costs of Agreement**

The parties each agree to pay their own costs associated with the preparation, negotiation, drafting, finalisation, engrossment, execution and registration of this Agreement.

**AF262180R**

09/08/2007 \$97 173



**5.4 Amounts Payable**

The parties agree that:

- 5.4.1 If any amount due to be paid by a party to Council under this Agreement is not paid prior to the due date, the amount payable will accrue interest from the day the amount is due at the rate prescribed under section 227A of the *Local Government Act* 1989 until the amount is paid; and
- 5.4.2 until any amount specified in clauses 3 and 4 of this Agreement are paid or works are carried out to the equivalent value as the case may be, that amount must be adjusted by reference to the Building Materials Index for Buildings other than Dwellings as published by the Australian Bureau of Statistics on 1 July 2008 and then each year thereafter.

**6. COUNCIL ACKNOWLEDGEMENTS**

---

**6.1 No further Community Contributions**

Council acknowledges that the payment of the various contribution set out in this agreement provide the full and final extent of Community Contributions that are or may be required to be made by any person in respect of the Subject Land and the Council agrees not to impose or require such a Community Contribution to be made by any person at any time.

**6.2 No further Development Contributions**

Council acknowledges that except in respect of State infrastructure levies or the like, the obligations of Jarrah and Abah under this Agreement comprise the full and final extent of Development Contributions that are or may be required to be made by Council in respect of the Subject Land and the Council undertakes not to impose or require such a Development Contribution to be made by Council at any time.

**6.3 Construction of Pavilion**

Council agrees that if the Pavilion has not been commenced by the 5<sup>th</sup> anniversary of the date that the contributions in respect of the Pavilion were paid to Council, it will repay to Abah and Jarrah their respective contributions together with interest at the rate calculated by reference to section 227A of the *Local Government Act* 1989.

**6.4 No further contributions**

Council agrees that it will not propose, exhibit or adopt any future amendment to the Planning Scheme concerning development or open space contributions that is inconsistent with this Agreement.

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

---

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act and specifies the conditions pursuant to which the Subject Land may be used or developed for specified purposes.



**8. OWNER'S WARRANTIES**

---

- 8.1 Without limiting the operation or effect which this Agreement has, Jarrah warrant that apart from Jarrah and its Mortgagee, no other person has any interest, either legal or equitable, in the Jarrah Land which may be affected by this Agreement.
- 8.2 Except as disclosed, without limiting the operation or effect which this Agreement has, Abah warrant that apart from Abah and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Abah Land which may be affected by this Agreement.

**9. SUCCESSORS IN TITLE**

---

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

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

**10. GENERAL MATTERS**

---

**10.1 Notices**

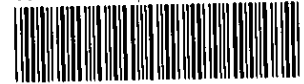
A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

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

**10.2 Service of Notice**

A notice or other communication is deemed served:

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



**10.3 No Waiver**

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

**10.4 Severability**

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

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

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

**11. COMMENCEMENT OF AGREEMENT**

---

11.1 This Agreement commences immediately upon the Approval Date.

11.2 Except for clause 6.3, this Agreement ends, when each of the obligations have been completed or earlier by agreement between the Parties.

11.3 Council agrees, at the Owner's cost, to execute an application for the removal of a recording of this Agreement as against any lot contained in a certified plan of subdivision which is or is to be created as Residential Lot and will execute any application to achieve that purpose which is prepared by the Owners

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

AF262180R

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

*K S Paulisti*

Councillor

*[Signature]*

Chief Executive Officer

THE COMMON SEAL of JARRAH PROPERTY PTY LTD ACN 114 364 966 was affixed in the presence of authorised persons:

*[Signature]*

Director

*PAUL SADLER*

Full name

*95 VINCENTS AVE WEMBLEY WA 6014*

Usual address

*[Signature]*

**Paul Freedman**

Director (or Company Secretary)

**COMPANY SECRETARY**

Full name

*54 CROWCORNE WAY KARURINYU WA 6018*

Usual address

Signed sealed and delivered for and on behalf of ABAH GROUP PTY LTD ACN 106 069 916 by its authorised representative in the presence of:

*[Signature]*

Signature of witness

*[Signature]*

Signature of authorised representative

*[Signature]* Director

Name of witness (BLOCK LETTERS)

**TAMARA NICOLE BREZZI**  
RACV Tower, 485 Bourke Street  
Melbourne Victoria 3000

Address of witness

**Legal Practitioner**  
within the meaning of the  
Legal Profession Act 2004.

*[Signature]*

Name of authorised representative (BLOCK LETTERS)

*[Signature]* Director

AF262180R



V & M Loccisano PTY LTD ACN 005303864 as registered proprietor of the Abah Land consents to Abah entering into this Agreement.

THE COMMON SEAL of V & M )  
LOCCISANO PTY LTD ACN 005 303 864 )  
was affixed in the presence of authorised )  
persons:

- ..... Director
- ..... Full name
- ..... Usual address
- ..... Director (or Company Secretary)
- ..... Full name
- ..... Usual address

**Mortgagee's Consent**

Australian and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. S319370Y consents to Abah entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

**Mortgagee's Consent**

Abah Group Pty Ltd as Mortgagee of registered mortgage No. AE526981U consents to Abah entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

..... *[Signature]* Director.      *[Signature]* Director.



V & M Loccisano PTY LTD ACN 005303864 as registered proprietor of the Abah Land consents to Abah entering into this Agreement.

Executed by V & M LOCCISANO PTY LTD ACN 005 303 864 in accordance with section 127 of the Corporations Act 2001:

_____ Director/company secretary	_____ Director
_____ Name of director/company secretary (BLOCK LETTERS)	_____ Name of director (BLOCK LETTERS)
_____ Usual address	_____ Usual address

**Mortgagee's Consent**

Australian and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. S319370Y consents to Abah entering into this Agreement ~~and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.~~

**Mortgagee's Consent**

Abah Group Pty Ltd as Mortgagee of registered mortgage No. AE526981U consents to Abah entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED by being SIGNED by its Attorney  
Kevin Michael EVANS.....  
under Power of Attorney dated 18/11/2002 a certified copy of which is filed in the permanent order Book Number 277 at Page 19 Item 7 in the presence of:

[5291439: 4988155v1]

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
by its Attorney

who hereby certifies that he is an) SENIOR MANAGER

for the time being of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED IN VICTORIA

V & M Loccisano PTY LTD ACN 005303864 as registered proprietor of the Abah Land consents to Abah entering into this Agreement.

**AF262180R**



Executed by **V & M LOCCISANO PTY LTD**  
**ACN 005 303 864** in accordance with  
section 127 of the *Corporations Act 2001*:

*[Signature]*  
Director/company secretary

*[Signature]*  
Director

Maria Loccisano  
Name of director/company secretary  
(BLOCK LETTERS)

M LOCCISANO  
Name of director  
(BLOCK LETTERS)

22 Lawley St Reservoir.  
Usual address

22 Lawley St Reservoir  
Usual address

**Mortgagee's Consent**

Australian and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. S319370Y consents to Abah entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

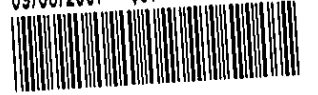
**Mortgagee's Consent**

Abah Group Pty Ltd as Mortgagee of registered mortgage No. AE526981U consents to Abah entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

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Mortgagee's Consent

Suncorp-Metway Limited as Mortgagee of registered mortgage No. AE830034W consents to Jarrah entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Suncorp-Metway Ltd ACN 010 831 722 by that parties attorney pursuant to Power of Attorney E763500 dated 15 November 1991 who states that no notice of revocation of the Power of Attorney has been received in the presence of

Richard Wallace  
Witness  
Richard Wallace  
Name of Witness  
266 St George's Tce  
Address  
Analyst  
Occupation

MR [Signature]  
Level 1 Attorney  
MATTHEW ROGER SWINDALE  
Name of Attorney

INFORMATION ONLY

**AF262180R**

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**Annexure A**

**Plan identifying the open space, reserves, stony knolls etc**

The plan which is annexure "A" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

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

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

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

**AF262180R**

09/08/2007 \$97 173



**Annexure B**

**Pavilion and Ovals Plan**

The plan which is annexure "B" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

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

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure B is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**  
09/08/2007 \$97 173  


### Annexure C

The plan which is annexure "C" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

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

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure C is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**

09/08/2007 \$97

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## Annexure D

The plan which is annexure "D" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

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

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure D is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**

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**Annexure E**

The plan which is annexure "E" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

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

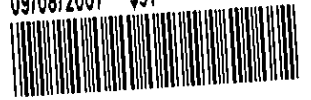
- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure E is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**

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**Annexure F**

The plan which is annexure "F" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

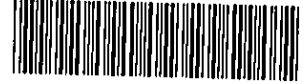
A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure F is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**

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**Annexure G**

The plan which is annexure "G" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

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

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure G is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**



**Schedule 1  
Details of exclusive turn lanes per clause 3.5.1**

The road works are to be carried out in accordance with the plan which is attached to this Agreement and marked as Annexure C.

**Schedule 2  
Details of local roads around per open space clause 3.6.2**

To the north and south of the recreation reserve, car parking is to be indented off street car parking.

To the east and west of the recreation reserve, the car parking is to be on street line marked car parking

The indented and on street car parking is illustrated on the Pavilion and Ovals Plan and typical cross sections are illustrated in the Coomes Consulting Plan which is attached to this Agreement and marked as Annexure D.

**Schedule 3  
Details of road infrastructure of Deveny Road per clause 4.4.1**

The works are to be carried out in accordance with the Typical Section – Deveny Road Extension plan prepared by Coomes Consulting which is attached to this Agreement and marked as Annexure E.

**Schedule 4 Details of intersection works per clause 4.5.1**

The works are to be carried out in accordance with the Preliminary Plan drawing number 553284 which is attached to this Agreement and marked as Annexure F.

**Schedule 5  
Details of bicycle path per clause 4.7.1**

The works are to be carried out in accordance with the Footpath cross section plan which is attached to this Agreement and marked as Annexure G.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1138327

## APPLICANT'S NAME & ADDRESS

LET'S SETTLE CONVEYANCING PTY LTD C/- TRICONVEY2  
(RESELLER) C/- LANDATA

DOCKLANDS

## VENDOR

GRUBISIC, NENAD PETER

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

617827

This certificate is issued for:

LOT 314 PLAN PS623496 ALSO KNOWN AS 1 MIRKA DRIVE LALOR  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 20

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](mailto:landata.enquiries@servictoria.com.au)

14 May 2025

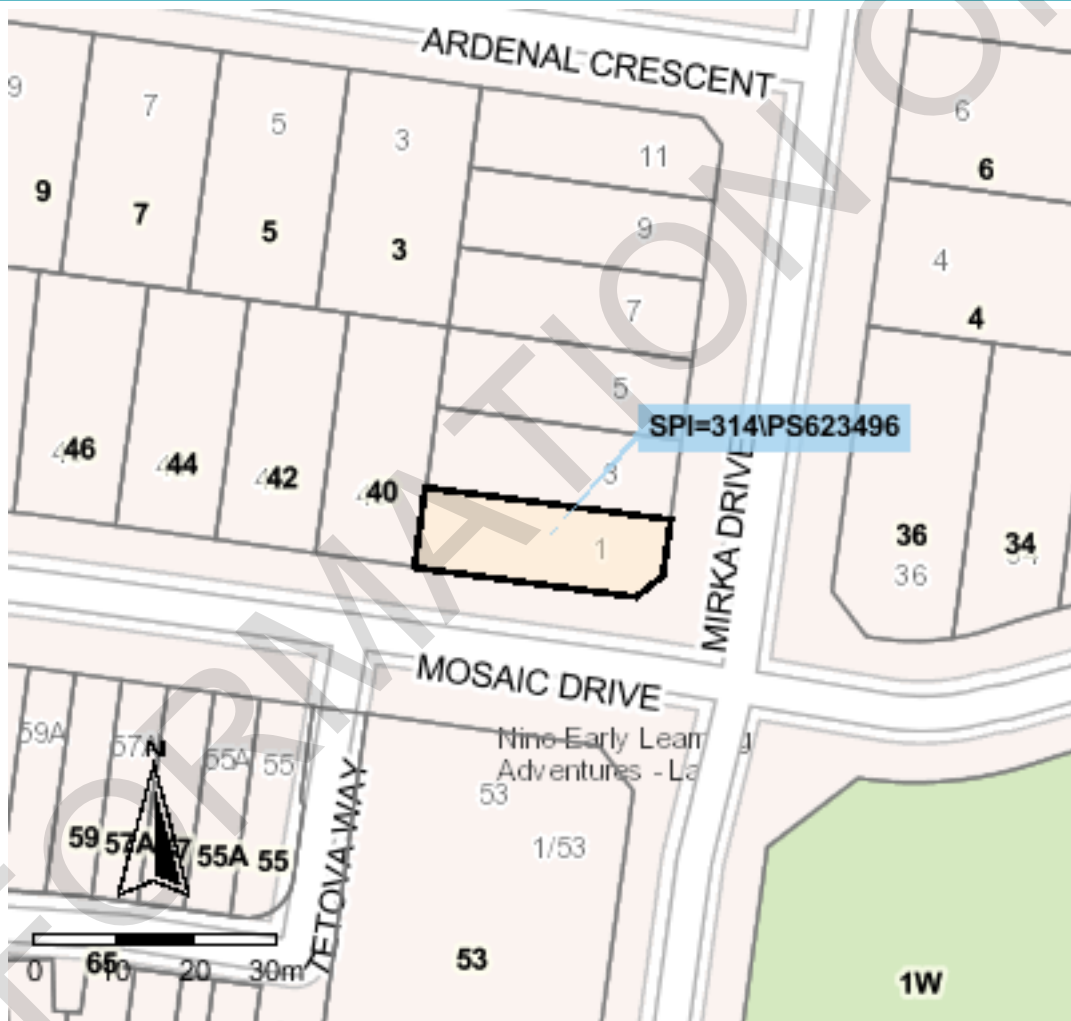
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

## Details

### LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 314 PS623496

### LOCAL GOVERNMENT (COUNCIL)

Whittlesea


### LEGAL DESCRIPTION

314\PS623496


### COUNCIL PROPERTY NUMBER

734889


### LAND SIZE

 Premium report only

### ORIENTATION

 Premium report only

### FRONTAGE

 Premium report only

### ZONES

GRZ - General Residential Zone - Schedule 1

### OVERLAYS

DPO - Development Plan Overlay - Schedule 20

## State Electorates

### LEGISLATIVE COUNCIL

Northern Metropolitan Region

### LEGISLATIVE ASSEMBLY

Thomastown District

## Burglary Statistics

### POSTCODE AVERAGE

1 in 105 Homes

### STATE AVERAGE

1 in 76 Homes

### COUNCIL AVERAGE

1 in 89 Homes

## Council Information - Whittlesea

### PHONE

03 9217 2236 (Whittlesea)

### EMAIL

planning.services@whittlesea.vic.gov.au

### WEBSITE

<https://www.whittlesea.vic.gov.au/>

PREMIUM REPORT \$24.90 - Includes:

Visit [landchecker.com.au](https://landchecker.com.au) to view plans



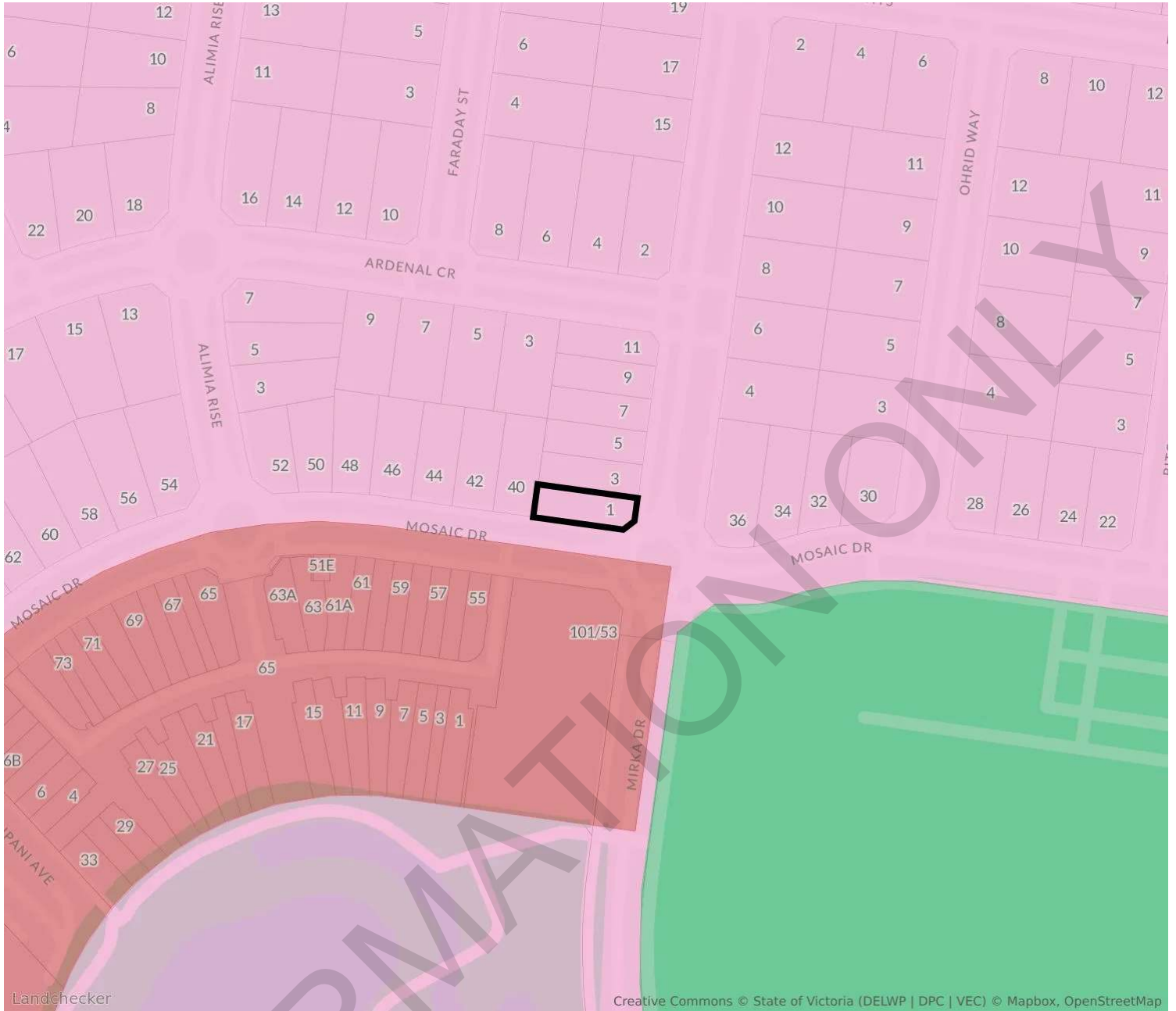
Planning Permits  
Approved and Pending



Planning Scheme Amendments  
90 days Proposed and Approved



Site Dimensions  
Approximate Site Dimensions



**GRZ1 - General Residential Zone - Schedule 1**

To implement the Municipal Planning Strategy and the Planning Policy Framework.  
 To encourage development that is responsive to the neighbourhood character of the area.  
 To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.  
 To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

None specified.

LPP 32.08 Schedule 1 To Clause 32.08 General Residential Zone


For confirmation and detailed advice about this planning zone, please contact WHITTLESEA council on 03 9217 2236.


**Other nearby planning zones**


- MUZ - Mixed Use Zone
- PPRZ - Public Park And Recreation Zone

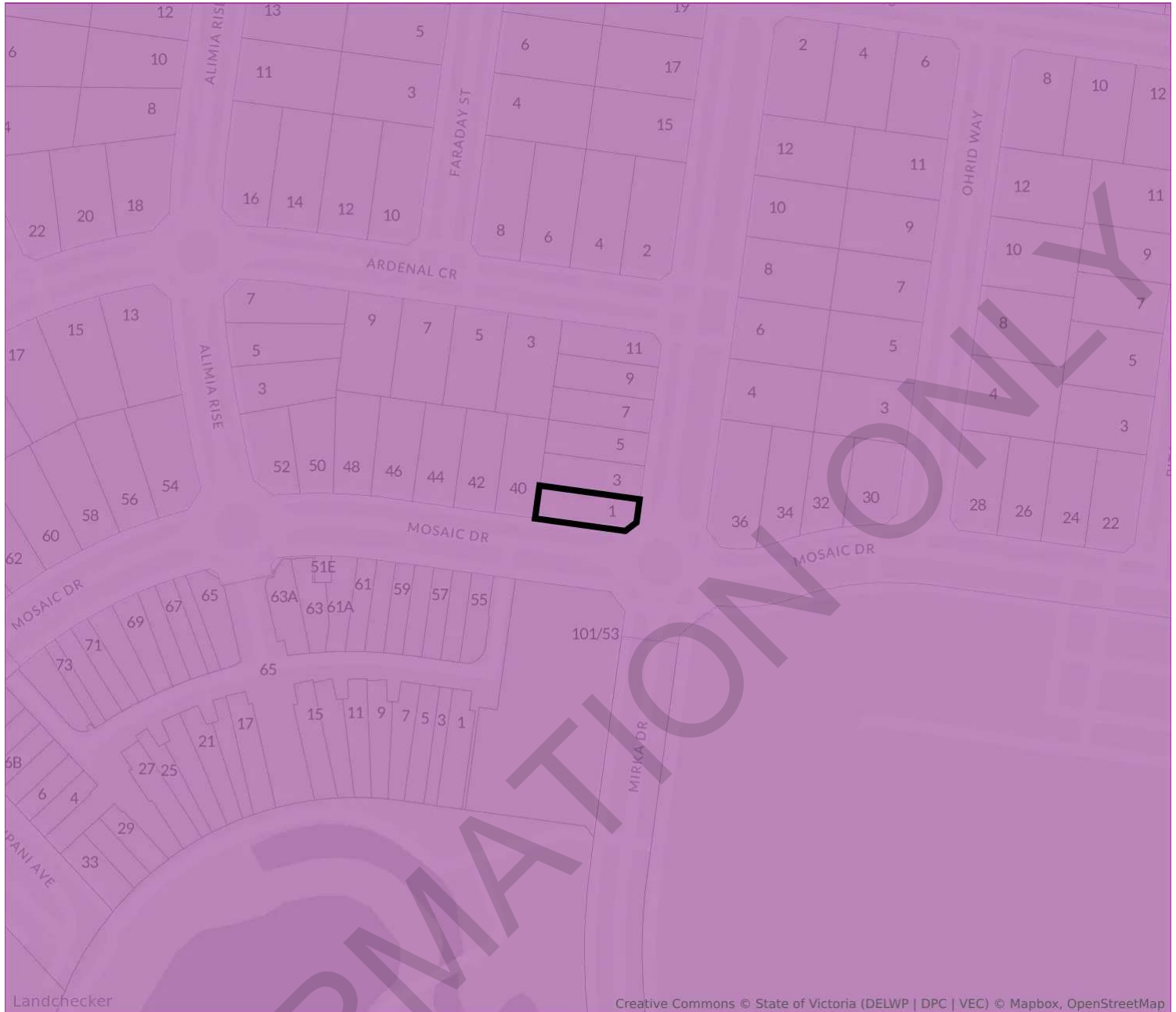
PREMIUM REPORT \$24.90 - Includes:

Visit [landchecker.com.au](http://landchecker.com.au) to view plans

 Planning Permits  
Approved and Pending

 Planning Scheme Amendments  
90 days Proposed and Approved

 Site Dimensions  
Approximate Site Dimensions



**DPO20 - Development Plan Overlay - Schedule 20**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

VPP 43.04 Development Plan Overlay


None specified.


LPP 43.04 Schedule 20 To Clause 43.04 Development Plan Overlay


For confirmation and detailed advice about this planning overlay, please contact WHITTLESEA council on 03 9217 2236.

PREMIUM REPORT \$24.90 - Includes:

Visit [landchecker.com.au](http://landchecker.com.au) to view plans

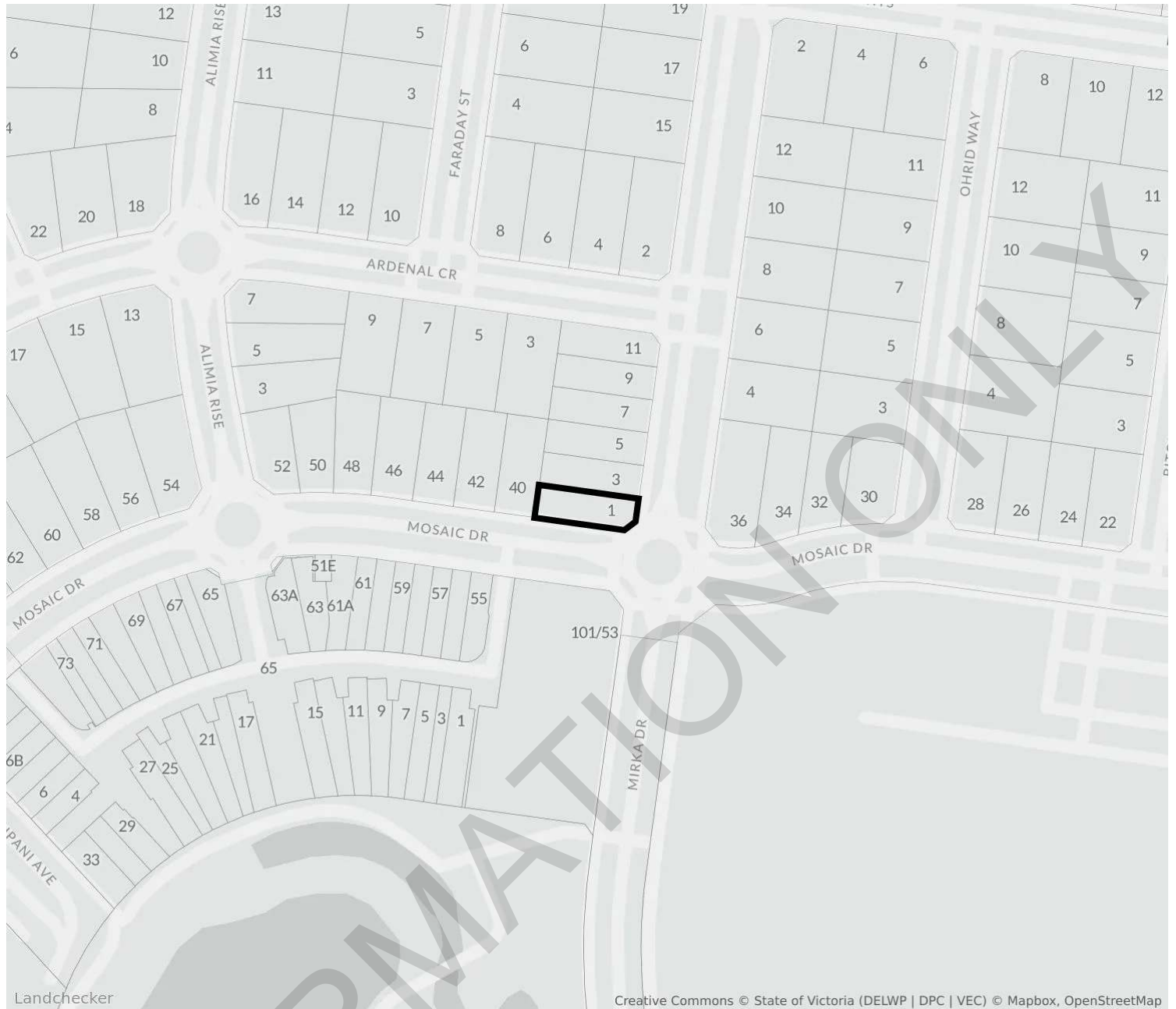
 Planning Permits  
Approved and Pending

 Planning Scheme Amendments  
90 days Proposed and Approved

 Site Dimensions  
Approximate Site Dimensions

# NEARBY OVERLAYS

1 Mirka Drive, Lalor Vic 3075



There are no overlays in the vicinity

PREMIUM REPORT \$24.90 - Includes:

Visit [landchecker.com.au](https://landchecker.com.au) to view plans



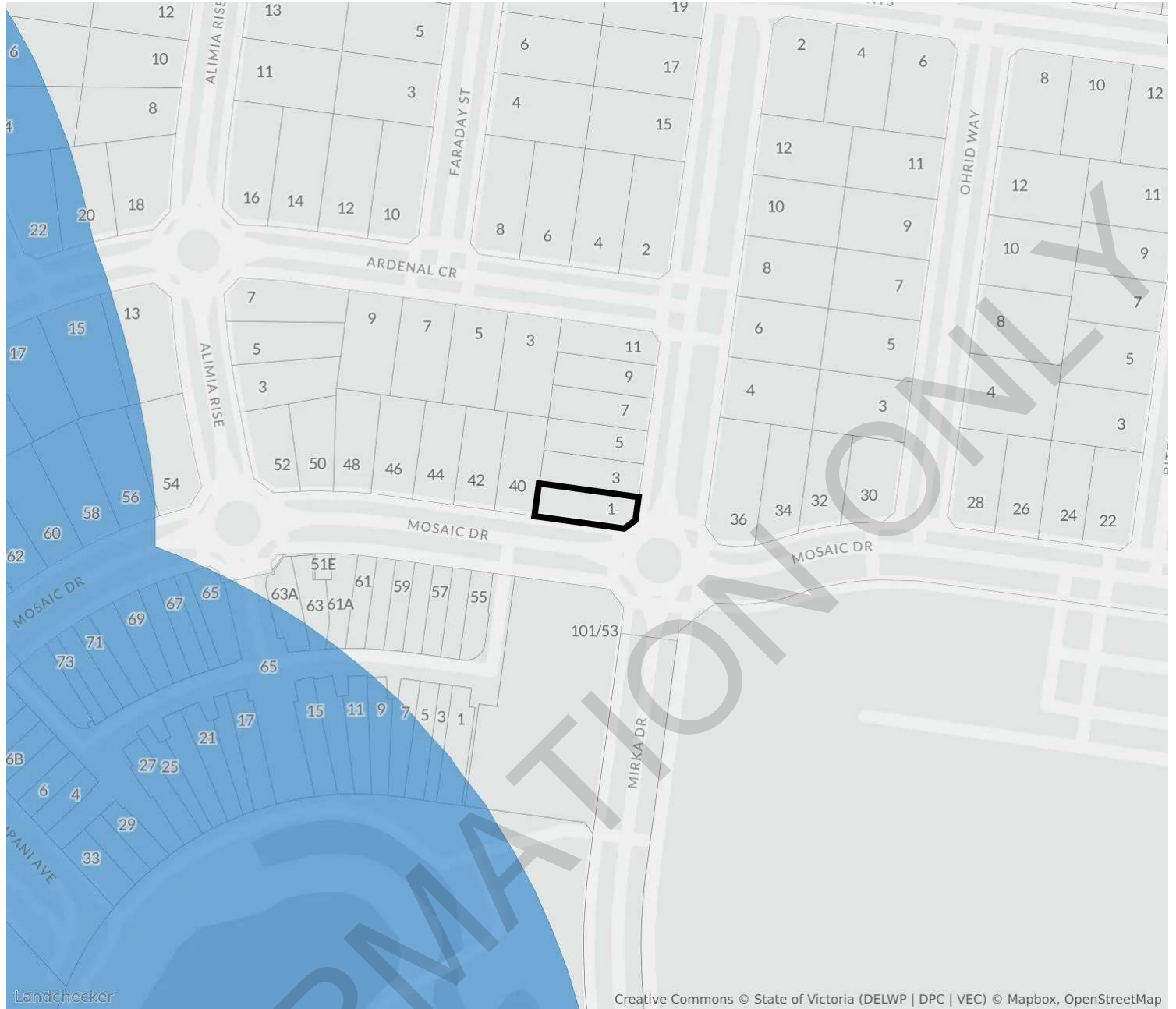
Planning Permits  
Approved and Pending



Planning Scheme Amendments  
90 days Proposed and Approved



Site Dimensions  
Approximate Site Dimensions




## Aboriginal Cultural Heritage Sensitivity


This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.


For confirmation and detailed advice about the cultural sensitivity of this property, please contact WHITTLESEA council on 03 9217 2236.

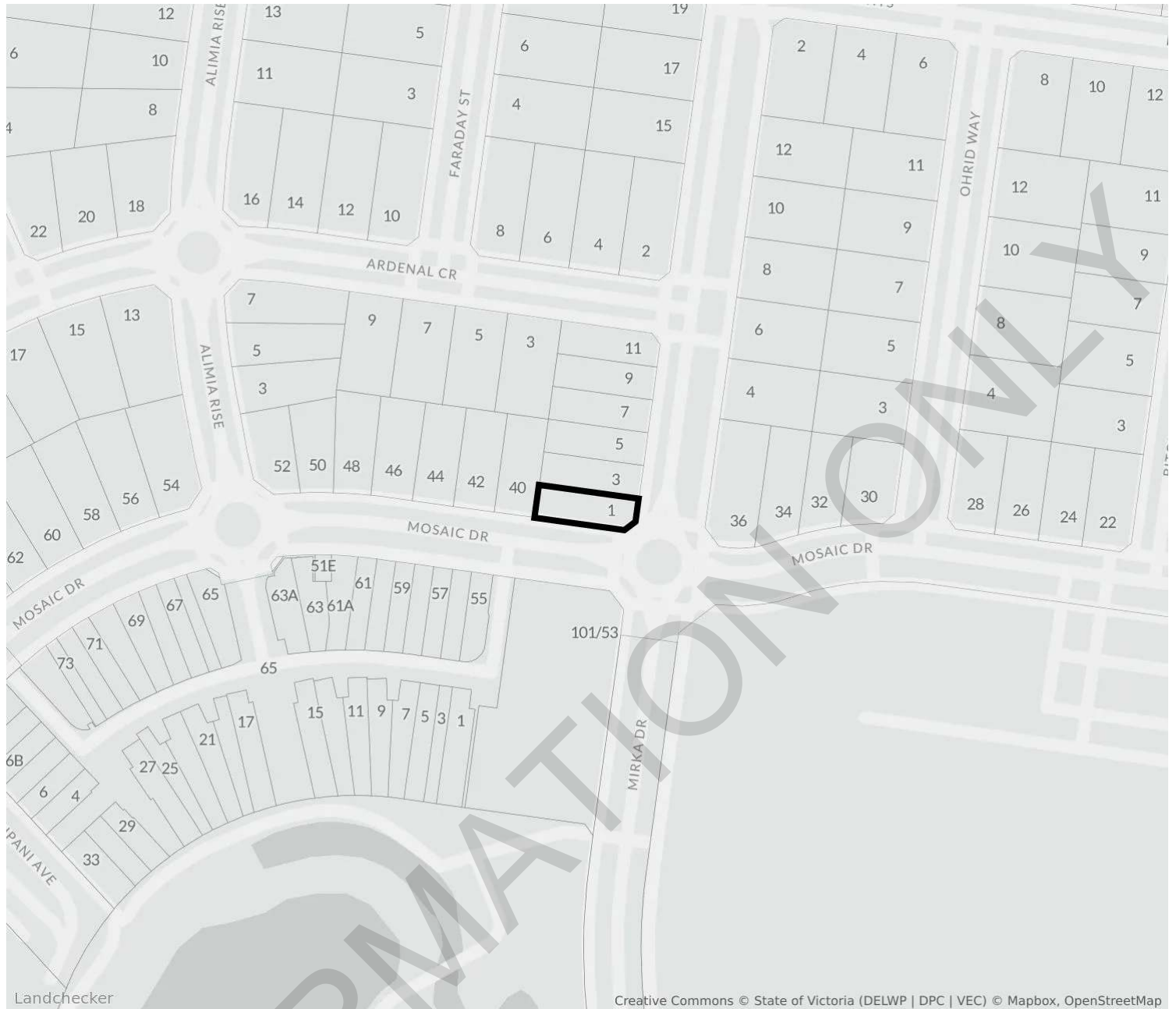
PREMIUM REPORT \$24.90 - Includes:

Visit [landchecker.com.au](https://landchecker.com.au) to view plans

 Planning Permits  
Approved and Pending

 Planning Scheme Amendments  
90 days Proposed and Approved

 Site Dimensions  
Approximate Site Dimensions




## Bushfire Prone Area


This property is not within a zone classified as a bushfire prone area.


For confirmation and detailed advice about the bushfire prone area of this property, please contact WHITTLESEA council on 03 9217 2236.

PREMIUM REPORT \$24.90 - Includes:

Visit [landchecker.com.au](https://landchecker.com.au) to view plans

 Planning Permits  
Approved and Pending

 Planning Scheme Amendments  
90 days Proposed and Approved

 Site Dimensions  
Approximate Site Dimensions

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PREMIUM REPORT \$24.90 - Includes:

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 Planning Permits  
Approved and Pending

 Planning Scheme Amendments  
90 days Proposed and Approved

 Site Dimensions  
Approximate Site Dimensions

**Date of issue**  
15/05/2025

**Assessment No.**  
734889

**Certificate No.**  
172027

**Your reference**  
76765358-015-9

Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 1 Mirka Drive LALOR 3075

**Description:** LOT: 314 PS: 623496S

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$600,000	\$360,000	\$30,000

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 2024 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2024	\$1,405.07
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$52.20
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$1,766.04
Interest to 15/05/2025	\$51.24
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,106.96
<b>Balance of rates &amp; charges due:</b>	<b>\$1,519.49</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$1,519.49**

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

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

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

## 6. Other information:



Authorising Officer

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

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

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **734889**



Phone 1300 301 185  
Ref **734889**



Billers Code **5157**  
Ref **734889**

14th May 2025

Let's Settle Conveyancing Pty Ltd C/- Triconvey2 (  
LANDATA

Dear Let's Settle Conveyancing Pty Ltd C/- Triconvey2 (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	1 MIRKA DRIVE LALOR 3075
<b>Applicant</b>	Let's Settle Conveyancing Pty Ltd C/- Triconvey2 ( LANDATA
<b>Information Statement</b>	30940529
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	617827

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	1 MIRKA DRIVE LALOR 3075
------------------	--------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	1 MIRKA DRIVE LALOR 3075
------------------	--------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

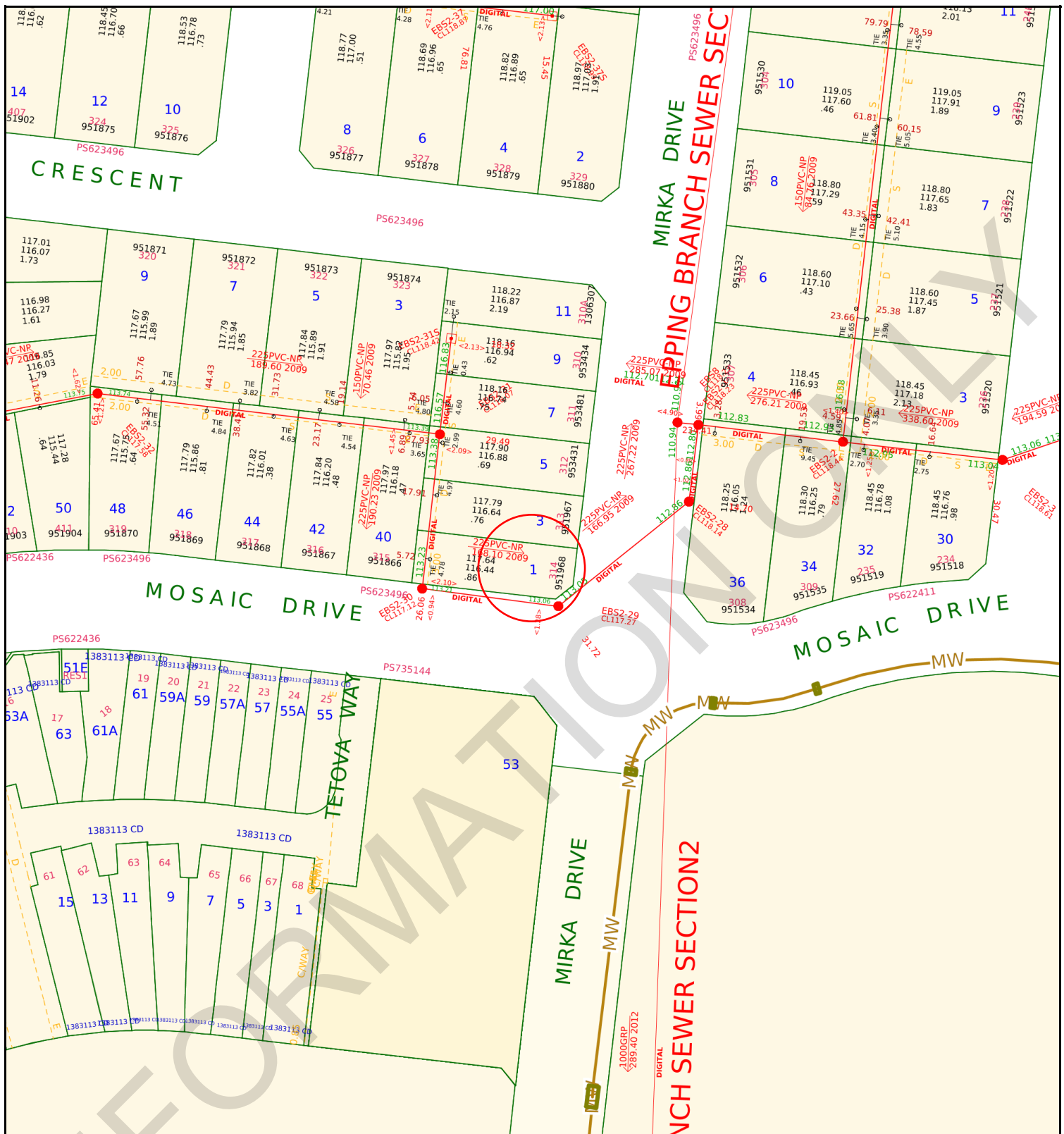
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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

















**Yarra Valley Water  
Information Statement  
Number: 30940529**

<b>Address</b>	1 MIRKA DRIVE LALOR 3075
<b>Date</b>	14/05/2025
<b>Scale</b>	1:1000




ABN 93 066 902 501

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

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

Let's Settle Conveyancing Pty Ltd C/- Triconvey2 (  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 5304857045  
**Rate Certificate No:** 30940529

**Date of Issue:** 14/05/2025  
**Your Ref:** 617827

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1 MIRKA DR, LALOR VIC 3075	314/PS623496	1779149	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 16.000000kL x \$3.43420000 = \$54.95</i> Estimated Average Daily Usage \$0.64	11-02-2025 to 08-05-2025	\$54.95	\$54.95
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$245.96



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- 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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

---

**Property No:** 1779149

**Address:** 1 MIRKA DR, LALOR VIC 3075

**Water Information Statement Number:** 30940529

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 53048570458

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / LET'S SETTLE CONVEYANCING PTY LTD

<b>Your Reference:</b>	251241
<b>Certificate No:</b>	90747199
<b>Issue Date:</b>	16 MAY 2025
<b>Enquiries:</b>	TXB5

**Land Address:** 1 MIRKA DRIVE LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37906213	314	623496	11196	672	\$975.00

**Vendor:** RENEE JAKIMOWICZ & NENAD GRUBISIC

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
NENAD PETER GRUBISIC	2025	\$360,000	\$975.00	\$0.00	\$975.00

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse. Property is exempt: LTX Principal Place of Residence.

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$600,000
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SITE VALUE (SV):	\$360,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$975.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 90747199

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,530.00

Taxable Value = \$360,000

Calculated as \$1,350 plus ( \$360,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,000.00

Taxable Value = \$600,000

Calculated as \$600,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 90747199

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 90747199

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / LET'S SETTLE CONVEYANCING PTY LTD

Your Reference:	251241
Certificate No:	90747199
Issue Date:	16 MAY 2025
Enquires:	TXB5

**Land Address:** 1 MIRKA DRIVE LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37906213	314	623496	11196	672	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$600,000
SITE VALUE:	\$360,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90747199

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / LET'S SETTLE CONVEYANCING PTY LTD

Your Reference:	251241
Certificate No:	90747199
Issue Date:	16 MAY 2025

**Land Address:** 1 MIRKA DRIVE LALOR VIC 3075

Lot	Plan	Volume	Folio
314	623496	11196	672

**Vendor:** RENEE JAKIMOWICZ & NENAD GRUBISIC

**Purchaser:** FOR INFORMATION PURPOSES

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

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

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

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

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 90747199

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 90747197

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 90747197

### Visa or Mastercard

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

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

### Important payment information

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

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

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

Your Ref: 76765358-017-3

29 May 2025

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
1 (Lot 314) Mirka Drive LALOR**

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
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In the last 10 years no building permits were issued.

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

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **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 non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

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

Yours sincerely

**BUILDING & PLANNING  
CITY OF WHITTLESEA**

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

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

 **Free Telephone Interpreter Service**

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Let's Settle Conveyancing Pty Ltd C/- Triconvey2 (Reseller)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 617827

NO PROPOSALS. As at the 14th May 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®.

1 MIRKA DRIVE, LALOR 3075  
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: 14th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 76765358 - 76765358131548 '617827'**