



Contract of Sale of Land

Property: 11 Silvan Street, Wallan VIC 3756

PO Box 1125

Craigieburn Vic 3064

Ph: 0488 448 297

Email: info@completehomeconveyancing.com.au

Website: www.completehomeconveyancing.com.au

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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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: **Callum Trent Sexton and Courtney Alice Sexton (also known as
Courtney Alice Ringer)**

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

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

Vendor

Name: Callum Trent Sexton and Courtney Alice Sexton (also known as Courtney Alice Ringer)

Vendor's legal practitioner or conveyancer

Name: Complete Home Conveyancing
Address: PO Box 1125, Craigieburn VIC 3064
Email: info@completehomeconveyancing.com.au
Mob: 0488 448 297 Ref: LW:2025/1463

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 12066 Folio 367	1205	746169

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: 11 Silvan Street, Wallan VIC 3756

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

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

Payment

Price \$ _____
Deposit \$ _____ by _____ (of which \$ _____ has been paid)
Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: It is recommended that when adding special conditions:

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

Special Condition 1 – Vendor Warranties

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

Special Condition 2 – Deposit

General Condition 14 is replaced by the following:

14. PAYMENT

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

Special Condition 3 – Tax Invoice

General Condition 19.3 is deleted and replaced with the following:

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

Special Condition 4 – Building and Pest Inspection

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

Special Condition 5 – Subject to Finance

General Condition 20 is deleted and replaced with the following:

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

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

Special Condition 6 - Loss or Damage Before Settlement

General Conditions 31.4, 31.5 and 31.6 are deleted.

Special Condition 7 - Whole agreement

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

Special Condition 8 - Waiver of breach

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

Special Condition 9 - Severability

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

Special Condition 10 - Disclosure

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

Special Condition 11 - Purchaser acknowledgements

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

- a. In its present condition and state of repair;
- b. Subject to all defects latent and patent;
- c. Subject to any infestations and dilapidation;
- d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

Special Condition 12 - Auction clause

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

Special Condition 13 – Priority of Conditions

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

Special Condition 14 – Loss and Damages

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

the Contract pay to the Vendor the following sums:

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

Special Condition 15

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

Special Condition 16

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

Special Condition 17

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

Special Condition 18

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

Special Condition 19

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

Special Condition 20 – Chattels

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

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

Special Condition 21 – Condition of the Walls

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

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

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

Special Condition 22 – No Land Tax Adjustment

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

Special Condition 23 – Windfall Gains Tax (WGT)

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

23.1 "WGT Act" means *The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021*; and

23.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest and interest.

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

23.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.

- 23.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.
- 23.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.
- 23.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.
- 23.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

Special Condition 24 – Statement of Adjustments

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

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

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

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

Guarantee for Corporate Purchaser

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

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

DATED / /

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GST RESIDENTIAL WITHHOLDING NOTIFICATION

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

To: The Purchaser
Property: 11 Silvan Street, Wallan VIC 3756
Vendor: Callum Trent Sexton and Courtney Alice Sexton (also known as Courtney
Alice Ringer)

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

DATED 13 October 2025

Lee Warren

Complete Home Conveyancing
Conveyancers for the Vendor



Vendor Statement

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

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

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

Land	11 SILVAN STREET, WALLAN VIC 3756
-------------	-----------------------------------

Vendor's name	Callum Trent Sexton	Date
Vendor's signature		15/10/2025
Vendor's name	Courtney Alice Sexton (also known as Courtney Alice Ringer)	Date
Vendor's signature		15/10/2025

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

1. FINANCIAL MATTERS

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

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

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

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

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110 - Single Dwelling
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or 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:

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12066 FOLIO 367

Security no : 124128813458A
Produced 09/10/2025 08:51 AM

LAND DESCRIPTION

Lot 1205 on Plan of Subdivision 746169W.

PARENT TITLES :

Volume 08998 Folio 942 Volume 10734 Folio 423 Volume 11918 Folio 864

Created by instrument PS746169W 18/03/2019

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

CALLUM TRENT SEXTON

COURTNEY ALICE RINGER both of 9A VISTA COURT YARRAMBAT VIC 3091

AS057885G 02/04/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY353176K 29/08/2024

BENDIGO AND ADELAIDE BANK LTD

COVENANT PS746169W 18/03/2019

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

AC567604N 24/12/2003

AGREEMENT Section 173 Planning and Environment Act 1987

AG804301F 09/10/2009

AGREEMENT Section 173 Planning and Environment Act 1987

AQ622691P 10/01/2018

DIAGRAM LOCATION

SEE PS746169W 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: 11 SILVAN STREET WALLAN VIC 3756

ADMINISTRATIVE NOTICES

NIL



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 2 of 2

eCT Control 19018X ADELAIDE BANK
Effective from 04/09/2024

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS746169W
Number of Pages (excluding this cover sheet)	12
Document Assembled	09/10/2025 08:51

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SUBDIVISION ACT 1988 PLAN OF SUBDIVISION	EDITION 1	PLAN NUMBER PS746169W
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LOCATION OF LAND PARISH: WALLAN WALLAN TOWNSHIP: -- SECTION: -- CROWN ALLOTMENT: -- CROWN PORTION: 18(PART), 22(PART), 25(PART) 26(PART), 52A(PART) TITLE REFERENCES: VOL.8998 FOL.942, VOL.10734 FOL.423 VOL. FOL. LAST PLAN REFERENCE: PS 703941D LOT A, TP447237L LOT 1, TP828161 LOT 1 POSTAL ADDRESS: BLUE LAKE DRIVE (at time of subdivision) WALLAN VIC, 3756 MGA CO-ORDINATES: E 322 100 ZONE: 55 (of approximate centre of land in plan) N 5 855 700 GDA 94	Council Name: Mitchell Shire Council Council Reference Number: PLS093/16 Planning Permit Reference: PLA303767/04.01 SPEAR Reference Number: S080033E Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 19/04/2018 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Ricardo Ramos for Mitchell Shire Council on 08/11/2018 Statement of Compliance issued: 25/02/2019
---	--

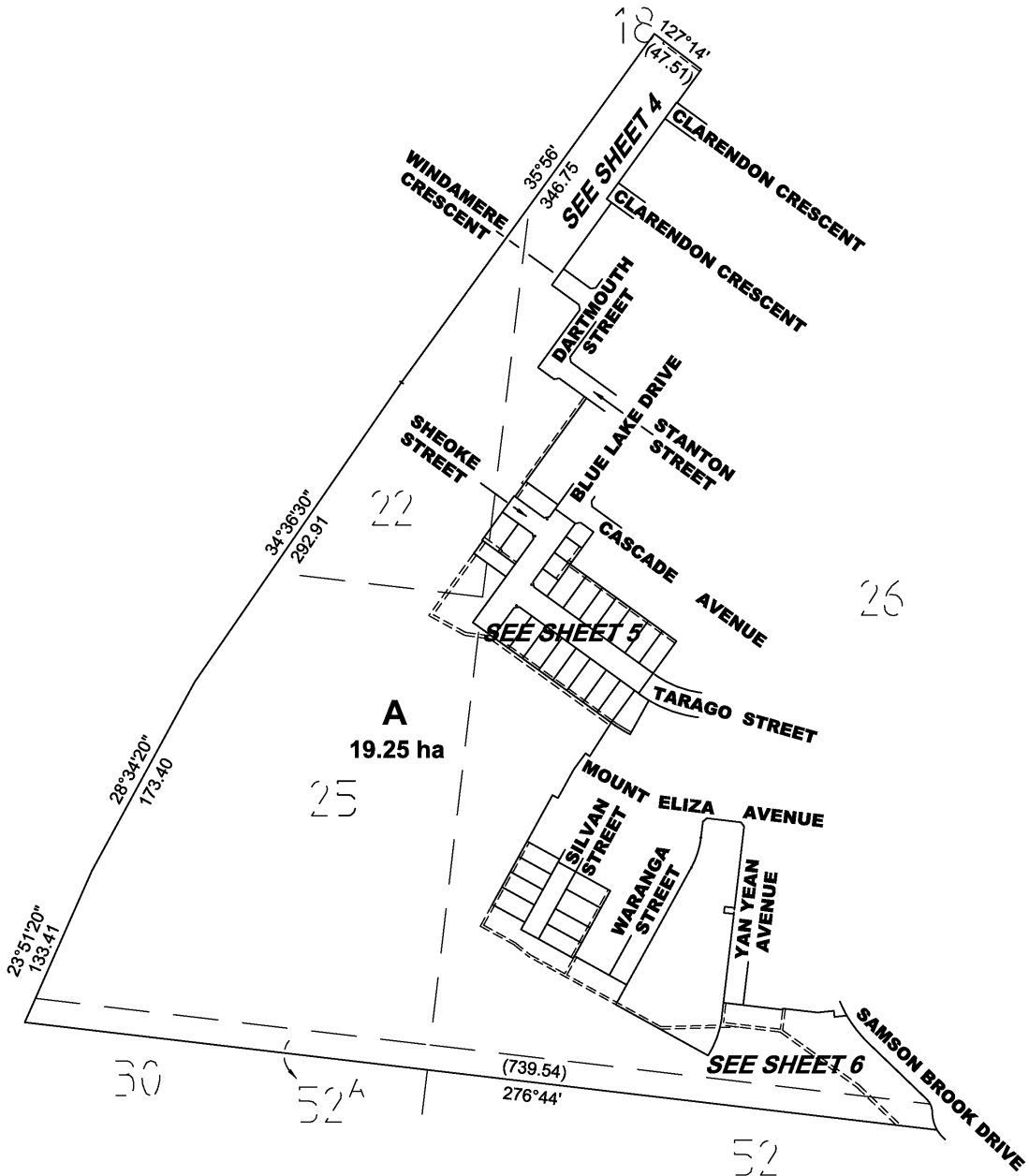
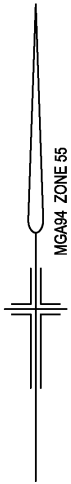
VESTING OF ROADS OR RESERVES		WALLARA WATERS ESTATE - RELEASE 12 NUMBER OF LOTS IN THIS PLAN: 32 + 1 BALANCE LOT TOTAL AREA OF LAND IN THIS PLAN: 22.29 ha (INCLUDING BALANCE LOT 19.25 ha)
IDENTIFIER	COUNCIL / BODY / PERSON	
ROADS, R-1 RESERVE No.1	MITCHELL SHIRE COUNCIL MITCHELL SHIRE COUNCIL	
		DEPTH LIMITATION: DOES NOT APPLY

NOTATIONS	
LOTS 1 - 1200(BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.	OTHER PURPOSE OF THIS PLAN - REMOVAL OF EASEMENT: EASEMENT TO BE REMOVED THAT PART OF EASEMENT DENOTED AS E-9 ON PS 703943Y AS IT IS AFFECTED BY BLUE LAKE DRIVE ON THIS PLAN. GROUND FOR REMOVAL BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN. OTHER PURPOSE OF THIS PLAN - CREATION OF RESTRICTIONS: FOR RESTRICTION DETAILS REFER TO SHEETS 10, 11 & 12

EASEMENT INFORMATION					THIS IS A SPEAR PLAN STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----- IN PROCLAIMED SURVEY AREA No. -----
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF	
SEE SHEET 2 FOR EASEMENT DETAIL					

SUBDIVISION ACT 1988 PLAN OF SUBDIVISION			LRS USE ONLY EDITION	PLAN NUMBER PS746169W
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
E-4	SEWERAGE	SEE DIAG.	PS 638900E	YARRA VALLEY WATER LIMITED
E-5	SEWERAGE	SEE DIAG.	PS 703943Y	YARRA VALLEY WATER LIMITED
E-7	SEWERAGE	SEE DIAG.	PS 607263J	YARRA VALLEY WATER LIMITED
E-9	DRAINAGE	SEE DIAG.	PS 703943Y	MITCHELL SHIRE COUNCIL
E-6	SEWERAGE	SEE DIAG.	PS 730837U	YARRA VALLEY WATER LIMITED
E-14	SEWERAGE	SEE DIAG.	PS 703941D	YARRA VALLEY WATER LIMITED
E-15	SEWERAGE	SEE DIAG.	PS 730838S	YARRA VALLEY WATER LIMITED
E-16, E-18	DRAINAGE	SEE DIAG.	THIS PLAN	MITCHELL SHIRE COUNCIL
E-17, E-18	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
REF: 20569/12PS	VERSION: H	DATE: 06/07/18 20569-12-PS-M-H.DGN	ORIGINAL SHEET SIZE A3	SHEET 2
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	Digitally signed by: David McLennan, Licensed Surveyor, Surveyor's Plan Version (H), 19/10/2018, SPEAR Ref: S080033E	
		Digitally signed by: Mitchell Shire Council, 08/11/2018, SPEAR Ref: S080033E		

PLAN NUMBER
PS746169W



REF: **20569/12PS** VERSION: **H** DATE: 06/07/18
20569-12-PS-M-H.DGN

SCALE **1:4000**

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 3

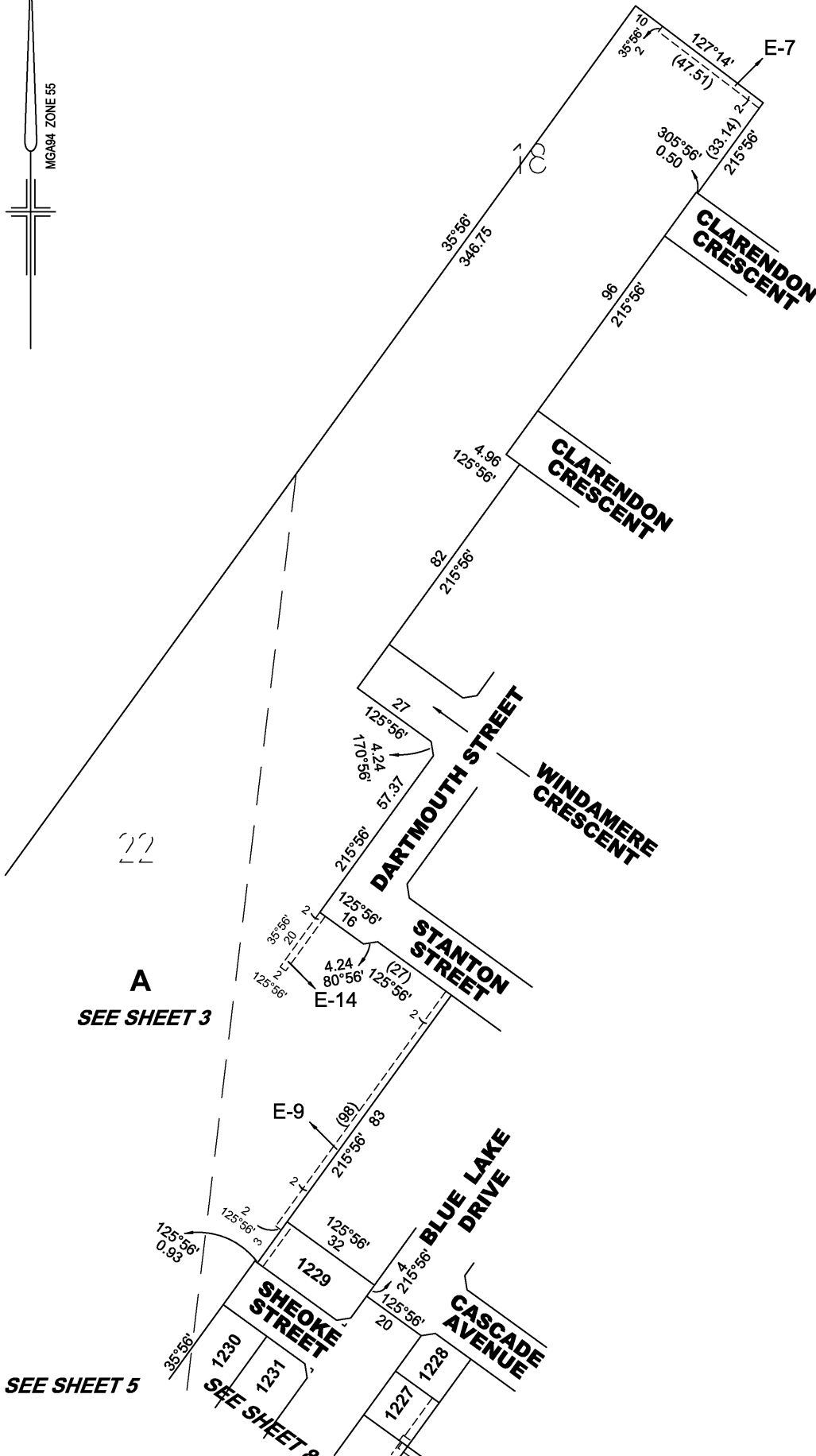
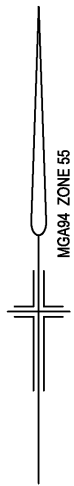


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Melbourne Victoria 3000
p [03] 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

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Surveyor's Plan Version (H),
19/10/2018, SPEAR Ref: S080033E

Digitally signed by:
Mitchell Shire Council,
08/11/2018,
SPEAR Ref: S080033E

PLAN NUMBER



A
SEE SHEET 3

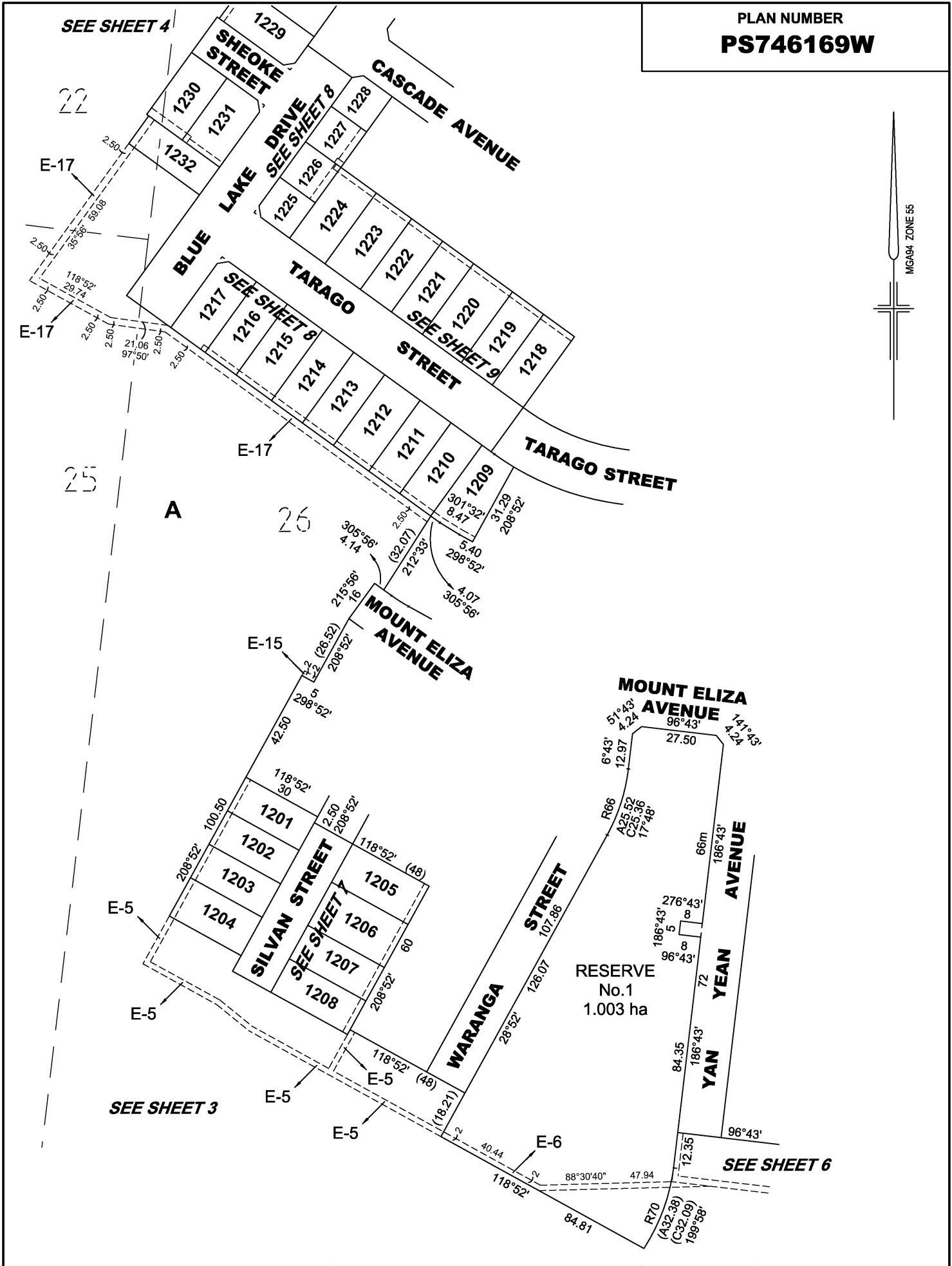
SEE SHEET 5

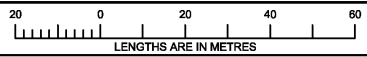

SEE SHEET 8

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Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			Digitally signed by: David McLennan, Licensed Surveyor, Surveyor's Plan Version (H), 19/10/2018, SPEAR Ref: S080033E		Digitally signed by: Mitchell Shire Council, 08/11/2018, SPEAR Ref: S080033E

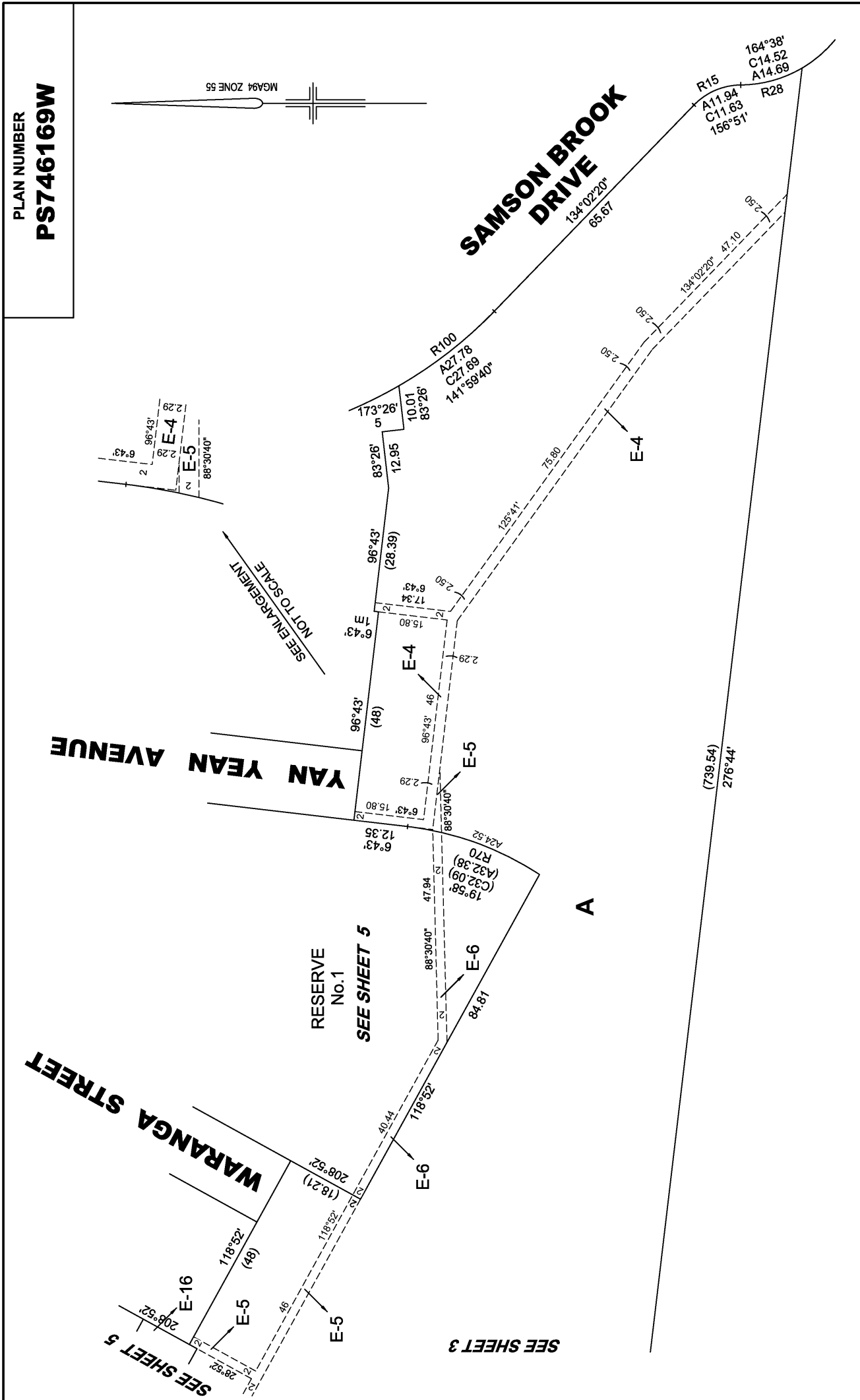
PLAN NUMBER
PS746169W

MGAG94 ZONE 55



REF: 20569/12PS	VERSION: H	DATE: 06/07/18 20569-12-PS-M-H.DGN	SCALE 1:1250  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 5
 Reeds Consulting Pty Ltd Lt 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			Digitally signed by: David McLennan, Licensed Surveyor, Surveyor's Plan Version (H), 19/10/2018, SPEAR Ref: S080033E		Digitally signed by: Mitchell Shire Council, 08/11/2018, SPEAR Ref: S080033E

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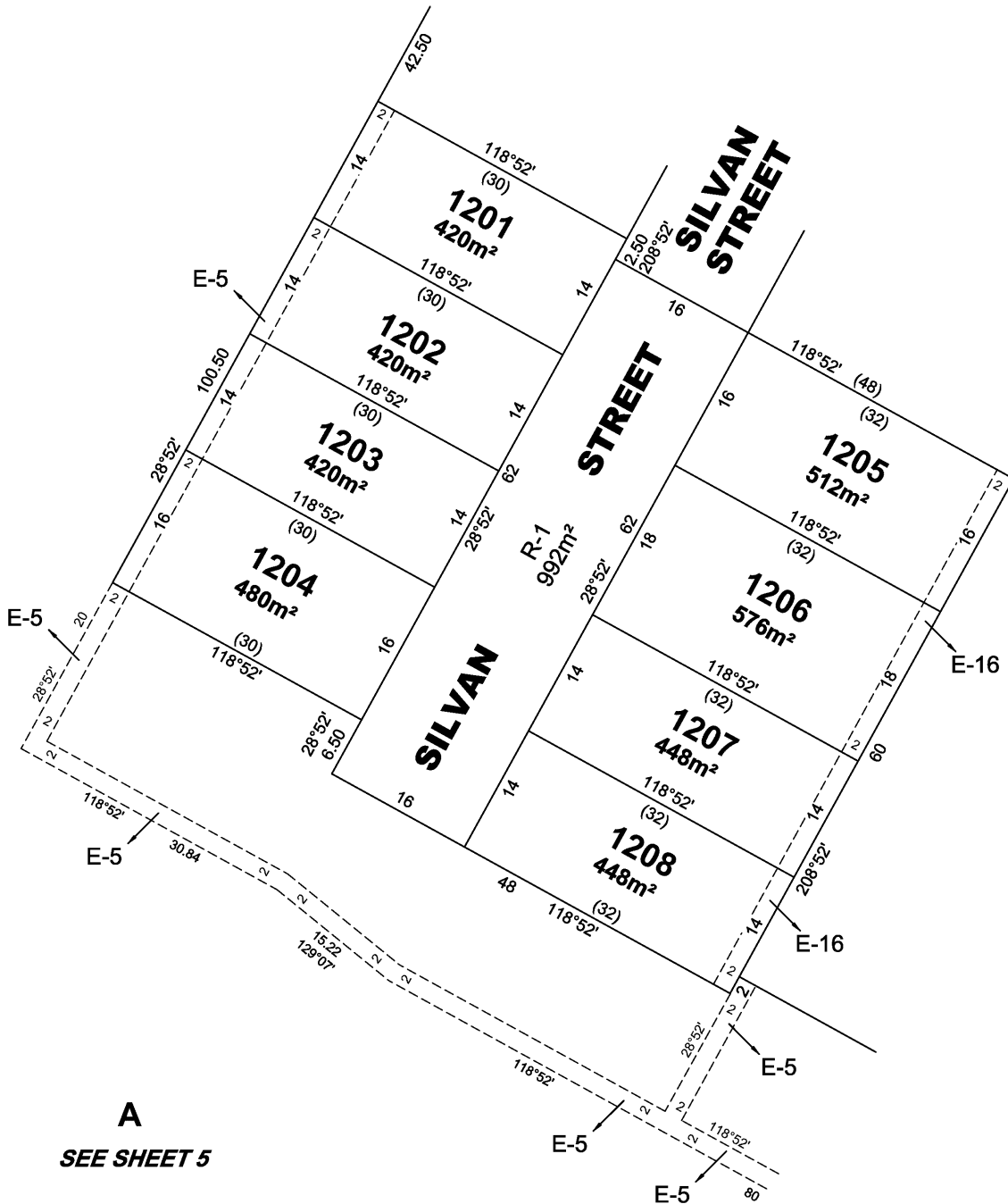
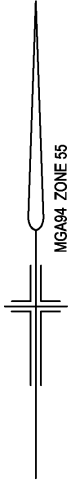
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ORIGINAL SHEET SIZE **A3** SHEET **6**

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PLAN NUMBER
PS746169W



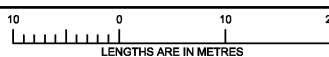
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REF:
20569/12PS

VERSION:
H

DATE: 06/07/18
20569-12-PS-M-H.DGN

SCALE
1:500



ORIGINAL SHEET
SIZE A3

SHEET 7

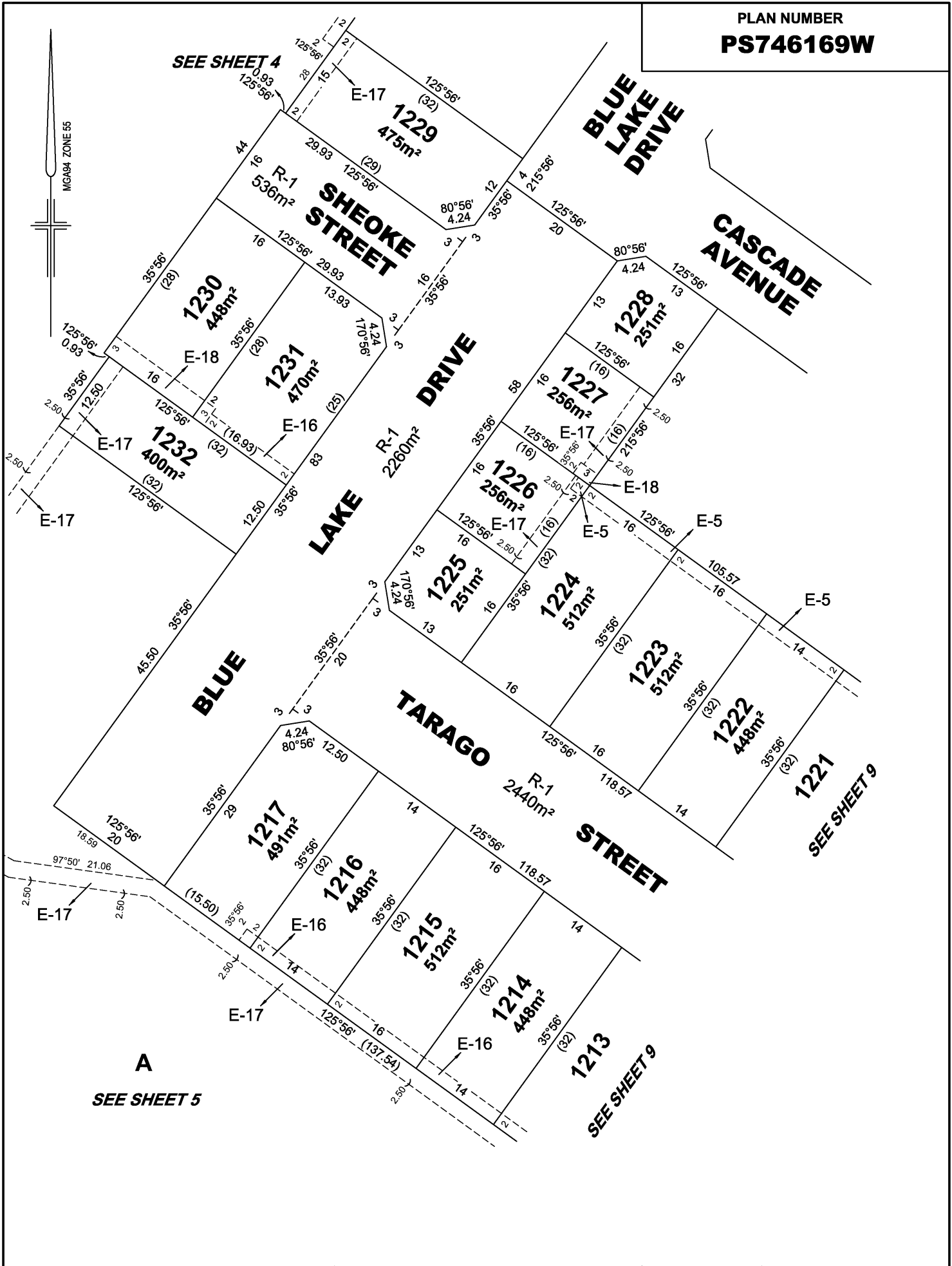
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PLAN NUMBER
PS746169W

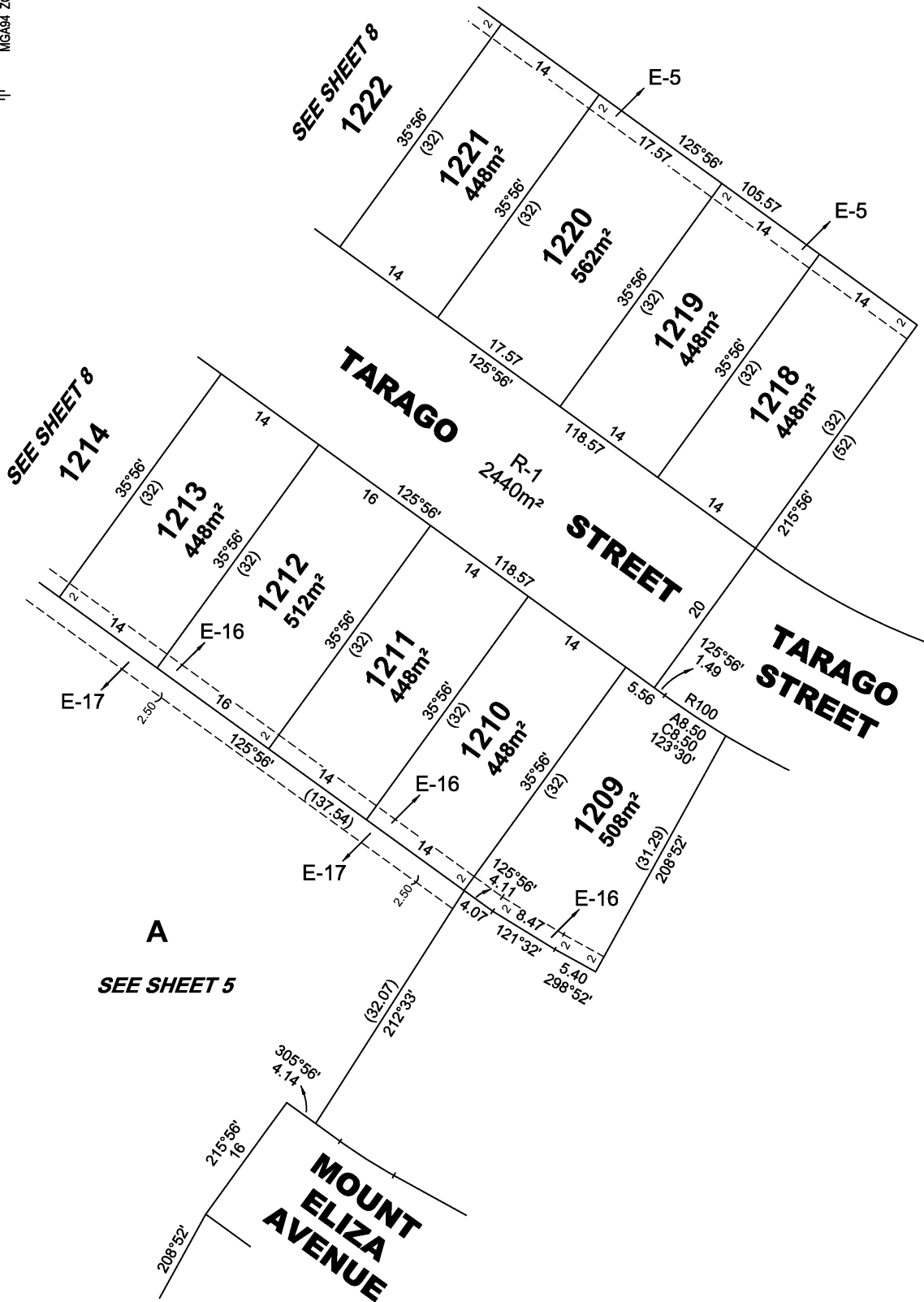
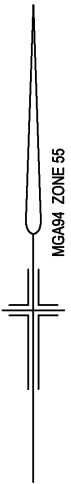


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SEE SHEET 9

REF: 20569/12PS	VERSION: H	DATE: 06/07/18 20569-12-PS-M-H.DGN	SCALE 1:500  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 8
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PLAN NUMBER
PS746169W

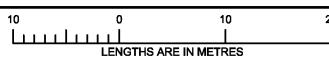


REF:
20569/12PS

VERSION:
H

DATE: 06/07/18
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SCALE
1:500



ORIGINAL SHEET
SIZE A3

SHEET 9

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08/11/2018,
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CREATION OF RESTRICTION No.1

The following Restriction is to be created upon Registration of this plan:

For the purposes of this restriction:

- (a) "Minimum Front Boundary Setback" means, in respect of each lot, the distance between the Front Boundary and the front of the building envelope.
- (b) "Building Envelope" means the building envelope shown in Creation of Restriction No.2.
- (c) "Front Boundary" means:
 - (i) in the case of any lot where only one boundary of that lot abuts a road, the boundary which abuts the road; and
 - (ii) in the case of any lot where two boundaries of that lot each abut a road, the shorter boundary which abuts the road.
- (d) All distances are to be measured at right angles.


Land Benefitted : Lots 1201 - 1232 (both inclusive) on this plan.

Land to be Burdened : Lots 1201 - 1232 (both inclusive) on this plan.

Description of Restriction: The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not:

- (1) Construct or cause or permit to be constructed or remain erected on any burdened lot any building forward of the Minimum Front Boundary Setback.
- (2) Construct or cause or permit to be constructed on any lot on this plan:-
 - (i) any building other than one dwelling house with the usual outbuildings such dwelling house having a minimum floor area (excluding any verandah, carport or garage) of
 - 170 square metres excluding garage for allotments with an area 600 square metres or greater
 - 150 square metres excluding garage for allotments with an area between 500 and 599 square metres
 - 120 square metres excluding garage for allotments with an area of between 400 and 499 square metres
 - 100 square metres excluding garage for allotments with an area of 399 square metres or less
 - (2)(i) does not apply to any lot created upon further subdivision of Lots
 - (ii) any dwelling (including garage and carport) of which less than fifty percent (50%) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry or masonry veneer;
 - (iii) any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal;
 - (iv) any dwelling with roof of other than masonry or terracotta tiles or coloured non-reflective metal roofing material;
 - (v) any dwelling having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street and in the case where lots front on to parkland, must not be visible from the park.
- (3) Erect or cause or permit to be erected or to remain erected:-
 - (i) on either side boundary or the rear boundary of any burdened Lot any fence of a height more than 1.8 metres;
 - (ii) any fence on either side boundary or the rear boundary of any burdened Lot except a fence of timber palings with a timber cap, and exposed posts on both sides of the fence;
 - (iii) any fence on either side boundary of any Lot between the Front Boundary and the Minimum Front Boundary Setback;
 - (iv) any fence along the front boundary.
- (4) At any time park or store on or within any lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan or trailer in such a way as to be visible from any street adjacent to or abutting that lot.
- (5) At any time keep, place or maintain any outside clothes drying or airing facility on any lots so as to be visible from any street adjacent to or abutting that lot.
- (6) (i) keep any more than two domestic birds on the lot at any one time; and
 - (ii) keep any more than two of any kind of animal or bird at any one time.

This restriction shall expire ten years after the date of registration of this plan.

REF: 20569/12PS	VERSION: H	DATE: 06/07/18 20569-12-PS-M-H.DGN	ORIGINAL SHEET SIZE A3	SHEET 10
 <p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>			Digitally signed by: David McLennan, Licensed Surveyor, Surveyor's Plan Version (H), 19/10/2018, SPEAR Ref: S080033E	
			Digitally signed by: Mitchell Shire Council, 08/11/2018, SPEAR Ref: S080033E	

PLAN NUMBER
PS746169W

CREATION OF RESTRICTION No.2

The following Restriction is to be created upon Registration of this plan:

Table of Land Burdened and Land Benefitted:

Burdened Lot No.	Benefitted Lot No.	Burdened Lot No.	Benefitted Lot No.
1201	1202	1217	1216
1202	1201, 1203	1218	1219
1203	1202, 1204	1219	1218, 1220
1204	1203	1220	1219, 1221
1205	1206	1221	1220, 1222
1206	1205, 1207	1222	1221, 1223
1207	1206, 1208	1223	1222, 1224
1208	1207	1224	1223, 1225, 1226
1209	1210	1225	1224, 1226
1210	1209, 1211	1226	1224, 1225, 1227
1211	1210, 1212	1227	1226, 1228
1212	1211, 1213	1228	1227
1213	1212, 1214	1229	1230, 1231
1214	1213, 1215	1230	1231, 1232
1215	1214, 1216	1231	1230, 1232
1216	1215, 1217	1232	1230, 1231

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not, unless with the consent of the Responsible Authority :

- (i) Construct any building outside the land shown hatched on the building envelope diagram other than:
 - a porch, portico or verandah no more than 3.6 metres in height and encroaching no more than 1.0 metre into the Front Setback Zone;
 - deck steps or landing no more than 500mm in height encroaching no more than 1.0 metre into the Front Setback Zone;
 - a pergola, eaves, fascia and/or gutters encroaching no more than 1.0 metre into the Front Setback Zone;
 - a balcony not more than 4.5 metres high encroaching no more than 1.0 metre into the Front Setback Zone;
 - encroachments into the nominated Side and Rear Setback Zone as provided for under Regulation 414(3) of the Building Regulations 2006 except to where a wall is on a boundary.
- (ii) Construct any garage door or doors which occupy more than 40% of the lot frontage width.
- (iii) Construct any garage closer than 5.5 metres to the street.
- (iv) Construct or allow to be constructed any more than one dwelling per lot.

This restriction shall expire ten years after the date of registration of this plan.

Building regulations apply to all matters which are not addressed in this restriction.

REF: **20569/12PS** VERSION: **H** DATE: 06/07/18
20569-12-PS-M-H.DGN

ORIGINAL SHEET
SIZE A3

SHEET 11

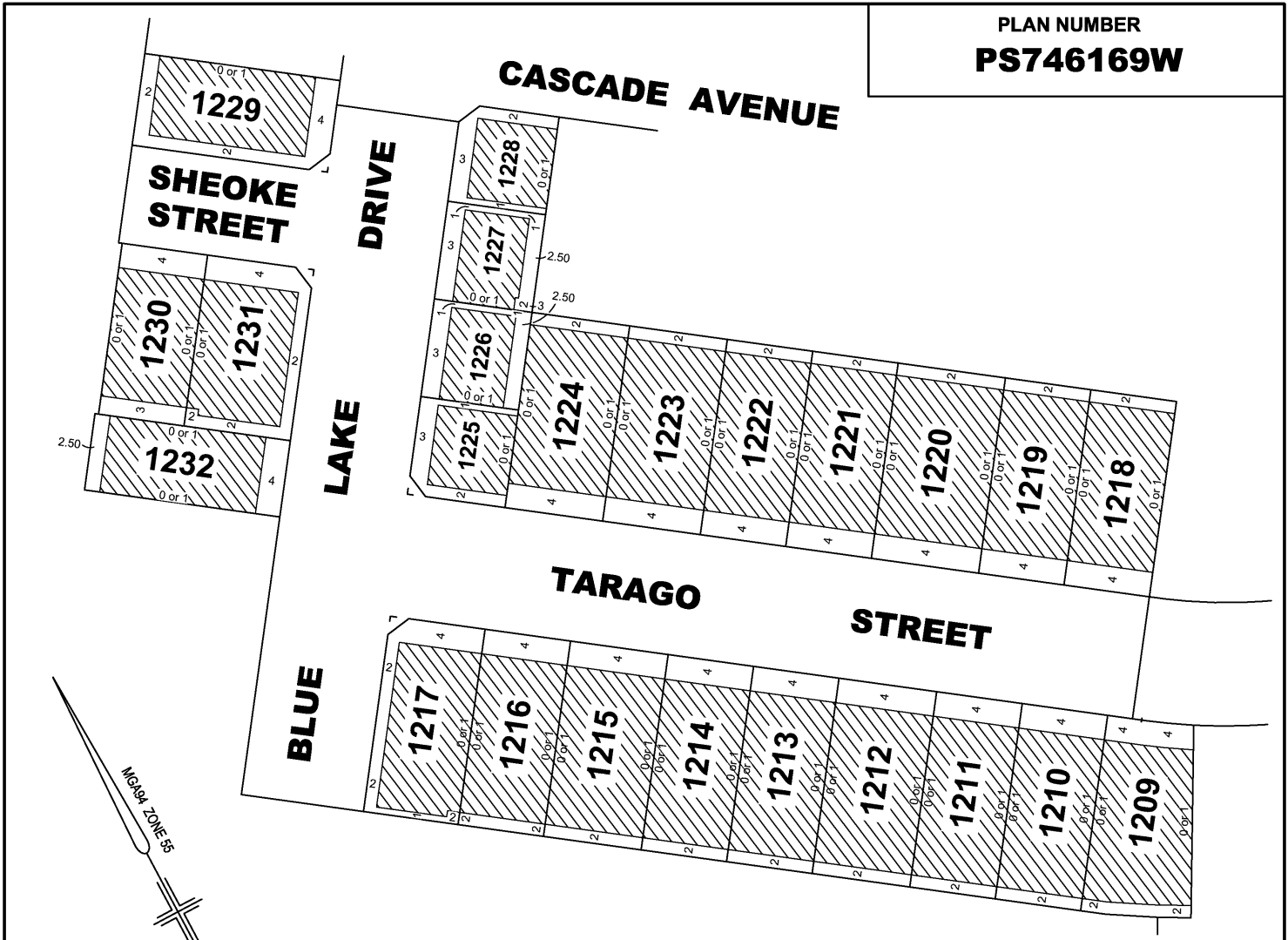
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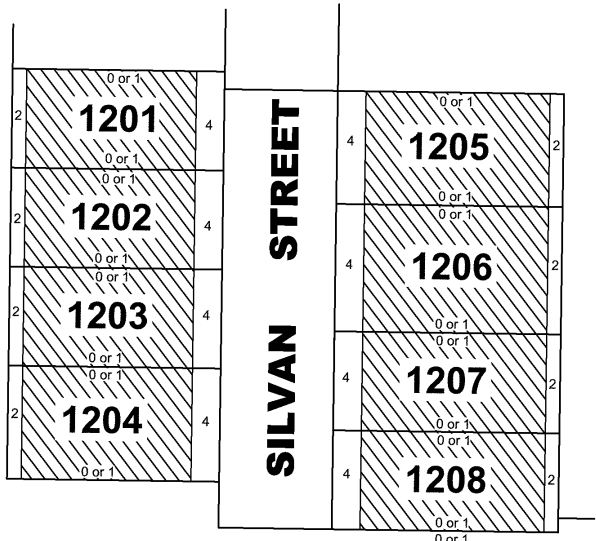


BUILDING ENVELOPE DIAGRAM

LEGEND



Building Envelope



Further setback restrictions may apply, where a lot is affected by an easement or easements.

The Front Setback Zone is defined as the land located between the building envelope and the front boundary of the allotment.

The Rear Setback Zone is defined as the land located between the building envelope and the rear boundary of the allotment.

The Side Setback Zone is defined as the land located between the building envelope and the relevant side boundary of the allotment.

The building envelope applies to the ground floor level only and is limited in height to 3.60 metres. Additional setbacks will apply to upper floors in accordance with the Building Regulations 2006.

Garages are to be setback a minimum of 5.50 metres from the front boundary of the allotment.

The building can be built on either side boundary where noted as "0 or 1" on this diagram but must maintain a minimum 1m setback to the opposite boundary.



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AQ622691P

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

Section 181 **Planning and Environment Act 1987**

Privacy Collection Statement
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Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: MHM:7357008
Customer Code: 1167E

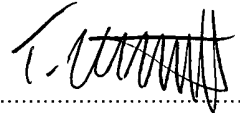
The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

- Land: Volume 11913 Folio 320;
- Volume 11536 Folio 975;
- Volume 11267 Folio 004;
- Volume 11267 Folio 002;
- Volume 8872 Folio 355;
- Volume 8998 Folio 942;
- Volume 8998 Folio 945;
- Volume 8998 Folio 947;
- Volume 9889 Folio 949;
- Volume 10734 Folio 423
- Volume 11918 Folio 864; and
- Volume 11312 Folio 972

Responsible Authority: Mitchell Shire Council of 113 High Street, Broadford, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: 

Name of officer: TRAVIS CONWAY

Position Held: MANAGER STRATEGIC PLANNING

Date: 22/12/17

AQ622691P

MITCHELL SHIRE COUNCIL

and

VICTOREE PTY LTD

and

ROADS CORPORATION

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT**

TP471539G, Lot 1 TP447237L,
Lot 1 TP823086K, Lot 1 TP823088F,
Lot 1 TP823089D, Lot 1 TP828161V,
Lot A PS703941D, Lot 1 PS721878F, Lot B
PS721870X, Lot G PS629208T,
Lot H PS629208T, Lot P on PS634053S

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THIS AGREEMENT is made on 22 December

2017

PARTIES

- 1 **MITCHELL SHIRE COUNCIL**
of 113 High Street, Broadford Vic 3658
("Council")
- 2 **VICTOREE PTY LTD**
ACN 106132334
of SLC Partners Pty Ltd, Suite 1, Level 1, 38 Margaret Street, Moonee Ponds VIC 3039
("Owner")
- 3 **ROADS CORPORATION**
of 60 Denmark Street, Kew Vic 3101
("VicRoads")

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of part of the Land, being the Balance Land.
- C Part of the Balance Land is encumbered by mortgage numbers AF620006Q (31/01/2008) and AH198420L (04/05/2010) in which Australand Residential No. 126 Pty Ltd ACN 107 356 105 is named as Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- D The Existing Agreement was entered into between the Parties on 1 October 2009 and registered on the Land in dealing number AG804301F.
- E This Agreement has been entered into in order to:
 - require the traffic mitigation works specified in clause 5.2 to be undertaken and the financial contributions specified in clause 5.3 to be made by the Balance Lot Owner in respect of the Land, and specify the timing for the traffic mitigation works and the financial contribution;
 - prohibit, restrict or regulate the use or development of the Land; and
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- F This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **"Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"Adjustment Index"** means the Australian Bureau of Statistics Producer Price Index, Output of General Construction Industry-Victoria publication series 6427.0, Ref No. 3101 of Table 15- selected output of division E construction, group and class index numbers or such later index as agreed between the Parties from time to time.
- 1.3 **"Agreement"** means this Agreement, including the recitals and any annexures to this Agreement.
- 1.4 **"Austroads Guidelines"** means the Austroads Guide to Road Design as amended or varied from time to time.
- 1.5 **"Balance Land"** means the following part of the Land:
 - 1.5.1 Lot 1 PS721878F, being the land more particularly described as Volume 11913 Folio 320;
 - 1.5.2 Lot B PS721870X, being the land more particularly described as Volume 11536 Folio 975;
 - 1.5.3 Lot G PS629208T, being the land more particularly described as Volume 11267 Folio 004;
 - 1.5.4 Lot H PS629208T, being the land more particularly described as Volume 11267 Folio 002;
 - 1.5.5 TP471539G, being the land more particularly described as Volume 8872 Folio 355;
 - 1.5.6 Lot 1 TP447237L, being the land more particularly described as Volume 8998 Folio 942;
 - 1.5.7 Lot 1 TP823086K, being the land more particularly described as Volume 8998 Folio 945;
 - 1.5.8 Lot 1 TP823088F, being the land more particularly described as Volume 8998 Folio 947;
 - 1.5.9 Lot 1 TP823089D, being the land more particularly described as Volume 9889 Folio 949;
 - 1.5.10 Lot 1 TP828161V, being the land more particularly described as Volume 10734 Folio 423;
 - 1.5.11 Lot A PS703941D, being the land more particularly described as Volume 11918 Folio 864; and

- 1.5.12 Lot P PS634053S, being the land particularly described as Volume 11312 Folio 072.
- 1.6 "Balance Lot Owner" means the Owner, other than a Residential Lot Owner.
- 1.7 "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 1.8 "Certification" or "Certified" refers to the certification of a plan of subdivision in respect of the Land under Part 2 of the *Subdivision Act 1988*.
- 1.9 "Code of Practice" means the Code of Practice for Operational Responsibility for Public Roads, made in accordance with section 27 of the *Road Management Act 2004*, dated 8 May 2017 as amended or varied from time to time.
- 1.10 "Existing Agreement" means the Section 173 Agreement entered into between the Parties on 1 October 2009 and registered on the Land in dealing number AG804301F.
- 1.11 "Hume Freeway Reservation" means the reservation for the Hume Freeway.
- 1.12 "Land" means:
- 1.12.1 Lot 1 PS521779X, being the land more particularly described as Volume 11047 Folio 619;
- 1.12.2 Lot 1 PS629203E, being the land more particularly described as Volume 11152 Folio 854;
- 1.12.3 Lot A PS629203E, being the land more particularly described as Volume 11152 Folio 853;
- 1.12.4 Lot 1 TP447237L, being the land more particularly described as Volume 8998 Folio 942;
- 1.12.5 Lot 1 TP828161V, being the land more particularly described as Volume 10734 Folio 423;
- 1.12.6 Lot 1 TP823086K, being the land more particularly described as Volume 8998 Folio 945;
- 1.12.7 Lot 1 TP823088F, being the land more particularly described as Volume 8998 Folio 947;
- 1.12.8 Lot 1 TP823089D, being the land more particularly described as Volume 8998 Folio 949; and
- 1.12.9 Portion 52 Parish of Wallan Wallan, being the land more particularly described as Volume 8872 Folio 355.
- 1.13 "Lot Rate" means \$8,233, indexed annually in accordance with the Adjustment Index.

- 1.14 **"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 Land or any part of it.
- 1.15 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Balance Land or any part of it and including a mortgagee-in-possession.
- 1.16 **"Parties"** means the Council, the Owner and VicRoads under this Agreement.
- 1.17 **"Reeds Consulting Plans"** means the following plans:
- 1.17.1 'Drawing No 1C1 Version A Reference 20569E Sheet 1 of 1' dated October 2017; and
- 1.17.2 'Drawing No G10 Version B Reference 20569E/PH2 Sheet 1 of 3' dated 28 November 2017,
- copies of which are available at the offices of the Council between 9.00am and 5.00pm on any Business Day.
- 1.18 **"Proposed Residential Lot"** means a lot shown on a plan of subdivision of the Land that has been Certified and intended to be a Residential Lot but for which a separate certificate of title has not yet been issued.
- 1.19 **"Residential Lot"** means a lot created for residential purposes by way of subdivision of the Land and for which a separate certificate of title has been issued, to the satisfaction of the Council.
- 1.20 **"Residential Lot Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in respect of a Residential Lot.
- 1.21 **"Scheme"** means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.22 **"Security Bond"** means a bank guarantee from a bank acceptable to VicRoads, in the amount required under clause 5.3.1 of this Agreement, and which bank guarantee is indexed annually in accordance with the Adjustment Index.
- 1.23 **"Southern Access Link"** means a two lane road connecting the Land to the Northern Highway, incorporating a bridge across the Hume Freeway and a signalised intersection at the Northern Highway/Macsfield Road intersection.
- 1.24 **"Statement of Compliance"** means a statement of compliance in respect of the Land under section 21 of the *Subdivision Act 1988*.
- 1.25 **"VPA Guidelines"** means the Engineering Design and Construction Manual for Subdivision in Growth Areas dated April 2011, as amended or varied from time to time.

2 COMMENCEMENT

2.1 Commencement

This Agreement comes into force on the date it was made as set out above.

2.2 Recording by Registrar of Titles

The Owner will consent to the Council making an application to the Registrar of Titles to make a recording of the Agreement in the Register on the Certificate of Title of the Balance Land in accordance with section 181 of the Act and do all thing necessary to enable the Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement or any Mortgagee or caveator to enable the recoding to be made in the Register under that section.

3 INCONSISTENCIES BETWEEN AGREEMENTS

Where there are any inconsistencies between this Agreement and the Existing Agreement (or any document or report authorised or required to be produced or submitted under the Existing Agreement), the provision/s of this Agreement shall prevail.

4 ENDING OF AGREEMENT

4.1 Ending

4.1.1 This Agreement or part of this Agreement may be ended by the mutual agreement of the Parties.

4.1.2 Clauses 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6 of this Agreement end and cease to operate in respect of a Residential Lot upon the registration of the plan of subdivision to the Residential Lot.

4.2 Recording of ending of Agreement

As soon as reasonably practicable after this Agreement has ended as to the whole of the Balance Land or as to part of the Balance Land, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the whole of the Balance Land or as to part of the Balance Land as the case may be.

5 OWNER'S AND VICROADS COVENANTS

5.1 Traffic Impact Assessment Report

Subject to the execution and registration of this Agreement, the Balance Lot Owner covenants and agrees to submit, and VicRoads covenants and agrees to approve, a traffic impact assessment report under clause 4.5 of the Existing Agreement which sets out, consistently with clauses 5.2, 5.3, 5.4, 5.5 and 5.6 of this Agreement:

- 5.1.1 the Balance Lot Owner's obligations to construct the Southern Access Link and provide the Security Bonds;
- 5.1.2 the timing of the construction of the Southern Access Link; and
- 5.1.3 the timing of the provision, calling on and release of the Security Bonds.

5.2 Construction of Southern Access Link

- 5.2.1 The Balance Lot Owner covenants and agrees that prior to the issue of a Statement of Compliance for a plan of subdivision which creates the 871st Proposed Residential Lot on the Land, the Balance Lot Owner must, at its own cost, construct and complete the Southern Access Link to the satisfaction of VicRoads.
- 5.2.2 The Southern Access Link must be designed and constructed generally in accordance with the Reeds Consulting Plans, subject to the final design and construction:
 - (a) complying with Austroads Guidelines and/or VPA Guidelines, whichever is the most current; and
 - (b) being to the satisfaction of VicRoads and Council.

5.3 Security Bond

- 5.3.1 Subject to clause 5.3.2, the Balance Lot Owner covenants and agrees that prior to the issue of each Statement of Compliance for each plan of subdivision which creates a Proposed Residential Lot on the Balance Land above a combined total of 552 Residential Lots and Proposed Residential Lots on the Land, the Balance Lot Owner must provide VicRoads with a Security Bond according to the following formula:

$$\text{Amount of Security Bond} = \text{Lot Rate} \times \text{Number of Proposed Residential Lots to be created on the Balance Land for each plan of subdivision above a combined total of 552 Residential Lots and Proposed Residential Lots on the Land.}$$

- 5.3.2 VicRoads covenants and agrees that the Balance Lot Owner is not required to provide VicRoads with a Security Bond in respect of any Proposed Residential Lot on the Balance Land above a combined total of 870 Residential Lots and Proposed Residential Lots on the Land.
- 5.3.3 VicRoads covenants and agrees that if the Balance Lot Owner:
 - (a) commences construction of the Southern Access Link by 1 November 2024; and
 - (b) completes the construction of the Southern Access Link to the satisfaction of VicRoads by 1 November 2026,

VicRoads must release any Security Bonds to the Balance Lot Owner.

5.3.4 The Balance Lot Owner covenants and agrees that if the Balance Lot Owner:

- (a) does not commence construction of the Southern Access Link by 1 November 2024; or
- (b) does not complete the construction of the Southern Access Link to the satisfaction of VicRoads by 1 November 2026,

VicRoads may call on any or all of the Security Bonds and convert the Security Bonds into funds to be used to construct arterial road and arterial traffic related infrastructure in accordance with clause 5.3.5.

5.3.5 If VicRoads calls on any or all of the Security Bonds under clause 5.3.4:

- (a) VicRoads covenants and agrees to consult with the Council before using the Security Bonds; and
- (b) VicRoads otherwise has absolute discretion as to the use of the Security Bonds to construct arterial road and arterial traffic related infrastructure that is used or likely to be used by residents of the Land.

5.4 Consultation with VicRoads

If VicRoads secures funding for any of the following projects:-

- 5.4.1 a new intersection at Hadfield Road/Northern Highway;
- 5.4.2 duplication of the Northern Highway; or
- 5.4.3 construction of Hadfield Road,

the Balance Lot Owner covenants and agrees, if requested in writing by VicRoads, to discuss with VicRoads opportunities for the Southern Access Link to be constructed in a way that is compatible with any of the above nominated projects as part of the ultimate strategic road network.

5.5 Vesting of parts of the Balance Land

The Parties covenant and agree that upon completion of the construction of the Southern Access Link, the Parties must do all acts and sign all documents to vest in or transfer to VicRoads or the Council, at no cost to VicRoads or the Council, title to:

- 5.5.1 any part of the Southern Access Link; and
- 5.5.2 any part of the Balance Land on which the Southern Access Link is constructed,

as is necessary to give effect to the operational responsibilities of VicRoads and the Council set out in the Code of Practice.

5.6 Construction costs

every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Balance Land and every part of the Balance Land.

5.14 Owner's warranty

The Owner warrants and covenants that:

- 5.14.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Balance Land and is also the beneficial owner of the Balance Land;
- 5.14.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Balance Land which have not been disclosed by the usual searches of the folio of the Register for the Balance Land or notified to the Council;
- 5.14.3 no part of the Balance Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 5.14.4 until this Agreement is recorded on the folio of the Register which relates to the Balance Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Balance Land or any part of the Balance Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

6 GENERAL

6.1 No Fettering of powers

This Agreement does not fetter or restrict the Council's or VicRoads' power or discretion to make or impose requirements or conditions in connection with any use or development of the Balance Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Balance Land or the issue of a Statement of Compliance in connection with any such plans.

6.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

The Balance Lot Owner covenants and agrees that all works required under this Agreement must be designed and constructed to VicRoads' satisfaction and at no cost to VicRoads.

5.7 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Balance Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

5.8 Further Assurance

The Balance Lot Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Balance Land.

5.9 Payment of Council's costs

The Balance Lot Owner agrees to pay on demand the Council's reasonable costs of reviewing and executing this Agreement and having it registered on the relevant titles.

5.10 Payment of VicRoads' costs

The Balance Lot Owner agrees to pay on demand VicRoads' reasonable costs and expenses (including any reasonable legal fees) of and incidental to the preparation, review, execution, recording and enforcement of this Agreement, which until paid will remain a debt due to VicRoads.

5.11 Mortgagee to be Bound

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

5.12 Indemnity

The Balance Lot Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

5.13 Covenants run with the Balance Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Balance Land and

6.4 Severance

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.

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 7.1.1 personally on the person;
- 7.1.2 by leaving it at the person's address set out in this Agreement;
- 7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 7.1.4 by facsimile to the person's current number notified to the other party;
or
- 7.1.5 by email to the person's current email address notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

- 7.2.1 if served personally or left at the person's address, upon service;
- 7.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 7.2.3 if served by facsimile, subject to clause 7.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 7.2.4 if served by email, subject to clause 7.2.5, at the time that the email becomes capable of being retrieved by the person at the email address; and
- 7.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 8.1 the singular includes the plural and vice versa;

- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;
- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

THE COMMON SEAL of **VICTOREE PTY LTD** was affixed in accordance with section 127(2) of the *Corporations Act 2001* in the presence of authorised persons:



Sole Director and Sole Company Secretary

SOUHAIL MONDOUS.
Full name

MORTGAGEE'S CONSENT

Australand Residential No. 126 Pty Ltd ACN 107 356 105 as Mortgagee under mortgage numbers AF620006Q (31/01/2008) and AH198420L (04/05/2010) which encumbers part of the Balance Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

SIGNED on behalf of **AUSTRALAND RESIDENTIAL NO. 126 PTY LTD** ACN 107 356 105 by **ANTHONY BOYD** its attorney under power, who hereby warrants that the power has not been revoked, in the presence of:


.....
Anthony Boyd

SHARON COATES
.....
Witness name:

EXECUTED as an agreement under Part 2 of Division 9 of the Act.

SIGNED for and on behalf of
MITCHELL SHIRE COUNCIL by
Travis Conway in his capacity
as **MANAGER STRATEGIC PLANNING**
and in accordance with an instrument of
delegation dated August 2017 which it is
certified has not been revoked or varied
in the presence of:

[Handwritten signature]
.....

Witness signature

[Handwritten signature]
.....

Full name of witness

James McNulty
.....

THE OFFICIAL SEAL of the **ROADS CORPORATION** was hereunto affixed in the presence of:

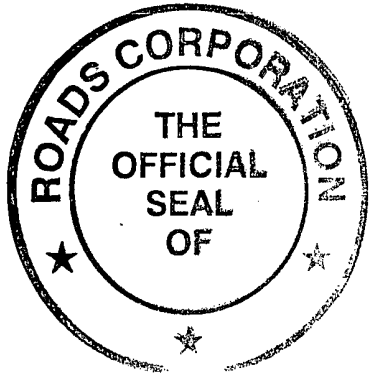
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.....

BILL GLASGOW
EXECUTIVE DIRECTOR REGIONAL SERVICES

[Handwritten signature]
.....
Authorised Officers

Shelley Marcus
General Counsel





Imaged Document Cover Sheet

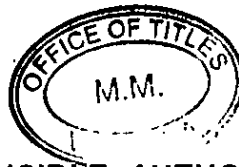
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Number of Pages (excluding this cover sheet)	19
Document Assembled	09/10/2025 08:51

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APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT SECTION 181 (1) PLANNING & ENVIRONMENT ACT 1987

AG804301F

09/10/2009 \$142.90 173



Lodged By:

Name: Russell Kennedy
Phone: (03) 6909 1555
Address: DX: 494 Melbourne
Ref:
Customer Code: 1513 m

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

The Authority 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:** the land situated at Lot 1 PS521779X, Lot 1 PS629203E, Lot A PS629203E, Lot 1 TP447237L, Lot 1 TP828161V, Lot 1 TP823086K, Lot 1 TP823088F, Lot 1 TP823089D and Portion 52, Parish of Wallan Wallan being certificates of title Volume 11047 Folio 619, Volume 11152 Folio 854, Volume 11152 Folio 853, Volume 8998 Folio 942, Volume 10734 Folio 423, Volume 8998 Folio 945, Volume 8998 Folio 947, Volume 8998 Folio 949 of 113 High Street Broadford VIC 3658. and Volume 8872 Folio 355
- Applicant:** Mitchell Shire Council

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

4. **A copy of the Agreement is attached to this Application**

5. **Signature for the Authority:**

6. **Full Name of Officer:**
IAN SCHOLES
A SENIOR OFFICER OF THE
MITCHELL SHIRE COUNCIL AS
DEFINED IN THE LOCAL
GOVERNMENT ACT 1989

(position)

Date: 1st Oct. 2009

RUSSELL KENNEDY
MEMBER OF THE KENNEDY STRANG LEGAL GROUP



MITCHELL SHIRE COUNCIL

and

VICTOREE PTY LTD

and

ROADS CORPORATION

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT**

Lot 1 PS521779X, Lot 1 PS 629203E, Lot A
PS 629203E, Lot 1 TP447237L, Lot 1
TP828161V, Lot 1 TP 823086K, Lot 1 TP
823088F, Lot 1 TP 823089D and Portion 52
Parish of Wallan Wallan.

Level 12
469 La Trobe Street
Melbourne Victoria 3000 Australia

PO Box 5146AA
Melbourne Victoria 3001
DX 494 Melbourne

Tel 61 3 9609 1555
Fax 61 3 9609 1600

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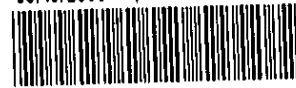
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THIS AGREEMENT is made on 28th September 2009

PARTIES

- 1 **MITCHELL SHIRE COUNCIL**
of 113 High Street, Broadford Vic 3658
("Council")
- 2 **VICTOREE PTY LTD**
ACN 106132334
of Saccuzzo Larsen and Co, Suites 69-70, Level 3, 255 Drummond Street, Carlton Vic 3053
("Owner")
- 3 **ROADS CORPORATION**
of 60 Denmark Street, Kew Vic 3101
("VicRoads")



RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C This Agreement relates to Conditions 4, 22 and 23 and 25 of the Permit.
- D The Land is encumbered by mortgage number AF620006Q in which Australand Industrial No 126 Pty Ltd is named as Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E This Agreement has been entered into in order to:
 - comply with all relevant conditions of the Permit;
 - prohibit, restrict or regulate the use or development of the Land;
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- F This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Agreement" means this Agreement, including the recitals and any annexures to this Agreement.
- 1.3 "Balance Lot Owner" means the Owner, other than the Owner in respect of a Residential Lot.

- 1.4 **"Business Day"** means Monday to Friday excluding public holidays in Victoria.
- 1.5 **"Certification"** or **"Certified"** refers to the certification of a plan of subdivision in respect of the Land under Part 2 of the *Subdivision Act 1988*.
- 1.6 **"Community Development Levy"** means a levy for community development purposes in the amount of \$500 per Proposed Residential Lot.
- 1.7 **"Encumbered Land"** means Public Open Space which:
 - 1.7.1 Adjoins the Hume Freeway Reservation; or
 - 1.7.2 Is part of a drainage reserve; or
 - 1.7.3 Is less than 0.05 hectares in area.
- 1.8 **"Endorsed Plan"** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Permit.
- 1.9 **"Future Development"** means the subdivision of the Land beyond the number of lots allowed by the Permit and the subdivision of the Neighbouring Land.
- 1.10 **"Hume Freeway Reservation"** means the reservation for the Hume Freeway.
- 1.11 **"Land"** means:
 - 1.11.1 Lot 1 PS 521779X, being the land more particularly described as Volume 11047, Folio 619; and
 - 1.11.2 Lot 1 PS 629203E, being the land more particularly described as Volume 11152, Folio 854; and
 - 1.11.3 Lot A PS 629203E, being the land more particularly described as Volume 11152, Folio 853; and
 - 1.11.4 Lot 1 TP 447237L, being the land more particularly described as Volume 08998, Folio 942; and
 - 1.11.5 Lot 1 TP 828161V, being the land more particularly described as Volume 10734, Folio 423; and
 - 1.11.6 Lot 1 TP 823086K, being the land more particularly described as Volume 8998, Folio 945; and
 - 1.11.7 Lot 1 TP 823088F, being the land more particularly described as Volume 8998 Folio 947; and
 - 1.11.8 Lot 1 TP 823089D, being the land more particularly described as Volume 8998 Folio 949; and
 - 1.11.9 Portion 52 Parish of Wallan Wallan, being the land more particularly described as Volume 8872 Folio 355.
- 1.12 **"Maintenance Payment"** means the payment by the Owner to VicRoads of the estimated cost of the maintenance of the noise attenuation barrier for the Maintenance Period not exceeding \$38,500.00.



?

- 1.13** "Maintenance Period" means the period of 10 years commencing from the date of completion of the noise attenuation barrier, or if constructed in sections after the completion of each section required for any particular stage of the subdivision, to the satisfaction of VicRoads, as evidenced by VicRoads in writing.
- 1.14** "Maintenance Security" means a bank guarantee from a bank acceptable to VicRoads for the estimated costs of the maintenance of the noise attenuation barrier for the Maintenance Period, or the provision of a security bond in a form acceptable to VicRoads.
- 1.15** "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 Land or any part of it.
- 1.16** "Neighbouring Land" means:
- 1.16.1 Lot 2 PS 521779X, being the land more particularly described as Volume 10778 Folio 148; and
 - 1.16.2 Lot 2 PS 521780P, being the land more particularly described as Volume 10778 Folio 150.
- 1.17** "Noise Sensitive Building" means any building of a residential, educational or health care nature and includes a dwelling, school, hospital and library.
- 1.18** "Owner" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and including a mortgagee-in-possession.
- 1.19** "Parties" means the Council, the Owner and VicRoads under this Agreement.
- 1.20** "Permit" means planning permit number PLA303767/04 issued by the Council on 22 May 2006 and as amended on 17 April 2009 pursuant to orders made by VCAT in proceeding P1945/2006 on 31 March 2009 authorising the development of the Permit Land for the purpose of a staged subdivision in accordance with Endorsed Plans.
- 1.21** "Permit Land" means the following part of the Land:
- 1.21.1 Part of lot 1 PS521779X, being the land more particularly described as Volume 11047, Folio 619; and
 - 1.21.2 Part of lot 1 PS 629203E, being the land more particularly described as Volume 11152, Folio 854; and
 - 1.21.3 Lot A PS 629203E, being the land more particularly described as Volume 11152, Folio 853; and
 - 1.21.4 Part of lot 1 TP447237L, being the land more particularly described as Volume 08998, Folio 942; and
 - 1.21.5 Part of Lot 1 TP828161V, being the land more particularly described as Volume 10734, Folio 423.
- 1.22** "Proposed Residential Lot" means a lot shown on a plan of subdivision of the Land that has been Certified and that lot is intended to be a Residential Lot but for which a separate certificate of title has not yet been issued.

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- 1.23** "Public Open Space" means land set aside in a plan, including Encumbered land:
- 1.23.1 for public recreation or public resort; or
 - 1.23.2 as parklands; or
 - 1.23.3 for similar purposes.
- 1.24** "Residential Lot" means a lot created for residential purposes by way of subdivision of the Land and for which a separate certificate of title has been issued, to the satisfaction of the Council.
- 1.25** "Residential Lot Owner" means the Owner in respect of a Residential Lot.
- 1.26** "Scheme" means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.27** "Statement of Compliance" means a statement of compliance in respect of the Land under section 21 of the *Subdivision Act* 1988.

2 COMMENCEMENT

2.1 Commencement

This Agreement comes into force on the date it was made as set out above.

2.2 Recording by Registrar of Titles

The Owner will consent to Council making an application to the Registrar of Titles to make a recording of the Agreement in the Register on the Certificate of Title of the Land in accordance with section 181 of the Act and do all thing necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement or any Mortgagee or caveator to enable the recoding to be made in the Register under that section.

3 ENDING OF AGREEMENT

3.1 Ending

- 3.1.1 This Agreement or part of this Agreement may be ended by the mutual agreement of the Parties.
- 3.1.2 Clauses 4.1, 4.2.1, 4.2.3, 4.2.5, 4.2.7, 4.3, 4.4, 4.5, 4.6, 4.9, 4.10 and 5.1 of this Agreement end and cease to operate in respect of a Residential Lot upon the registration of the title to the Residential Lot.

3.2 Recording of ending of Agreement

As soon as reasonably practicable after this Agreement has ended as to the whole of the Land or as to part of the Land, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the whole of the Land or as to part of the Land as the case may be.

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4 OWNER'S AND VICROADS COVENANTS

4.1 Community Development Levy

The Owner covenants and agrees:

- 4.1.1 to pay the Community Development Levy for each Proposed Residential Lot on the Land prior to the issue of a Statement of Compliance for the plan of subdivision that includes that Proposed Residential Lot; and
- 4.1.2 that prior to the issue of a Statement of Compliance for a plan of subdivision which includes the 250th Proposed Residential Lot the Owner must pay an additional payment of \$200,000 (the "**Additional Payment**") to the Council;

all to the satisfaction of the Council.

4.2 Noise Attenuation Requirements

The Owner covenants and agrees that:

- 4.2.1 The Balance Lot Owner must provide to VicRoads and to the Council a report prepared by a suitably qualified acoustic engineer which:
 - (a) predicts noise levels based on traffic volumes for a period of ten years commencing from the anticipated date of the issue of a Statement of Compliance for each stage of the subdivision;
 - (b) includes recommendations for attenuating noise impacts based on the anticipated volume of traffic to a L10 18 hour noise level of 63dBA or less measured between 6:00am and midnight at 1.5 metres height at a location of 1 metre from the most exposed façade of any Noise Sensitive Building; and
 - (c) if those recommendations include the provision of on-site noise attenuation for lots which are exposed to a predicted noise level of 63dBA or more, whether with or without the construction of any noise attenuation barrier, identifies the lots so exposed;

to the satisfaction of VicRoads (**the Noise Impact Assessment Report**).

- 4.2.2 Subject to Clauses 4.2.3 and 4.2.4 and the approval of VicRoads and Council, the Owner must implement the noise attenuation recommendations in the Noise Impact Assessment Report.

- 4.2.3 If the implementation of the noise attenuation recommendations in the Noise Impact Assessment Report includes the provision of a noise attenuation barrier, the Owner must construct the noise attenuation barrier:

- (a) prior to the issue of a Statement of Compliance for any lot or lots exposed to the predicted noise level of 63dBA or more as identified in the Noise Impact Assessment Report (including any stage of subdivision that contains such a lot), unless otherwise agreed to by VicRoads in writing; and



(b) in accordance with clause 4.2.5.

4.2.4

If the implementation of the noise attenuation recommendations in the Noise Impact Assessment Report includes the provision of on-site noise attenuation for lots which are exposed to a predicted noise level of 63dBA or more, whether with or without the construction of any noise attenuation barrier, the Owner must ensure that the noise attenuation recommended for such lot or lots must:

- (a) be completed prior to the occupation of any building constructed on any such lots; and
- (b) be designed and constructed to comply with AS 2107-2000 'Acoustics-Recommended Design Sound Levels Reverberation Times for Building Interiors';

to the satisfaction of the Council and VicRoads

4.2.5

Any noise attenuation barrier constructed within the Hume Freeway Reservation or on the boundary between the Hume Freeway Reservation and the Land must:

- (a) Be designed and located to the satisfaction of VicRoads;
- (b) Be designed and constructed for a life expectancy of not less than 25 years;
- (c) Be constructed by the Owner subject to the Owner obtaining the relevant approvals under the Road Management Act 2004;
- (d) Be maintained by VicRoads subject to:
 - (1) The Owner providing the Maintenance Payment to VicRoads pursuant to clause 4.3 prior to the commencement of construction of the noise attenuation barrier; or
 - (2) The Owner:
 - (A) providing VicRoads with the Maintenance Security pursuant to clause 4.3 prior to the commencement of construction of the noise attenuation barrier; and
 - (B) reimbursing VicRoads for all reasonable costs incurred by VicRoads during the Maintenance Period.

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4.2.6

If a noise attenuation barrier is constructed on the boundary between the Hume Freeway Reservation and the Land, the Owner (including the Council in the event that any part of the Land abutting the noise attenuation barrier is vested in or transferred to Council) agrees to:

- (a) grant to VicRoads a licence to access the Land to enable VicRoads to carry out maintenance to such noise attenuation barrier; and

- (b) maintain a setback of no less than 3 metres between the noise attenuation barrier and any plantings or structures on the Land which would restrict that access.

- 4.2.7 The Owner must not construct or permit to be constructed any noise attenuation barrier on any land proposed to be vested in Council.
- 4.2.8 The Owner agrees that Council will not be responsible for the construction or maintenance of any noise attenuation barrier constructed on the Land or on the boundary between the Hume Freeway Reservation and the Land.
- 4.2.9 The Owner agrees that on-site noise attenuation measures, including any noise attenuation measure that forms part of a building, constructed on any of the lots created by the subdivision hereby allowed, must be maintained by the owner of such lot in perpetuity;
- 4.2.10 After completion of construction of any noise attenuation barrier or on-site noise attenuation measure, the Owner must submit to VicRoads a report from a suitably qualified acoustic engineer certifying that the noise attenuation barrier or on-site noise attenuation measure attenuates noise levels to the levels required to be met under clause 4.2.3(a) to VicRoads' satisfaction.

4.3 Maintenance Payment and Security

- 4.3.1 VicRoads must use the Maintenance Payment for the purpose of maintaining the noise attenuation barrier and must return the balance of the Maintenance Payment remaining after the Maintenance Period to the Owner.
- 4.3.2 If the Balance Lot Owner provides VicRoads with the Maintenance Security pursuant to clause 4.2.5(d)(2)(A), the following provisions apply:

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- (a) During the Maintenance Period:
 - (1) VicRoads must provide the Balance Lot Owner with a written request for reimbursement of any reasonable costs it incurs in maintaining the noise attenuation barrier during the Maintenance Period outlining the maintenance work undertaken by VicRoads or its contractors, the costs incurred by VicRoads in connection with that work and attaching the relevant receipts/invoices (**Request for Reimbursement**);
 - (2) The Balance Lot Owner must pay to VicRoads the total amount specified in the Request for Reimbursement within 10 Business Days of the date of the Request for Reimbursement;
 - (3) If the Balance Lot Owner fails to comply with clause 4.3.2(a)(2) (**the Default**):
 - (A) VicRoads may issue a written notice to the Balance Lot Owner notifying it of the Default and advising it that if the Default is not remedied within 10

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Business Days of such notice, VicRoads will call on the Maintenance Security; and

- (B) If the Balance Lot Owner fails to remedy the Default within 10 Business Days of the notice provided under clause 4.3.2(a)(3)(A), VicRoads is entitled to make a partial call on the Maintenance Security and convert that Maintenance Security into funds to cover the amount specified in the Request for Reimbursement.

- (b) Following the expiry of the Maintenance Period, VicRoads must release the Maintenance Security and return any unused funds converted from such Maintenance Security to the Balance Lot Owner within 14 Business Days of receiving a request from the Balance Lot Owner to do so.

4.4 Roundabout construction

The Owner covenants and agrees that prior to the issue of a Statement of Compliance for a plan of subdivision which creates the 100th Proposed Residential Lot, the Owner must construct or have constructed, a two-lane roundabout at the intersection of Commercial Drive and Wallan-Whittlesea Road with a central island compatible for operating in conjunction with the future widening of Wallan Whittlesea Road, to the satisfaction of VicRoads.

4.5 Traffic Impact Assessment Report

The Balance Lot Owner covenants and agrees that prior to the issue of a Statement of Compliance for a plan of subdivision which creates the 553rd Proposed Residential Lot on the Land, the Balance Lot Owner must, in consultation with and to the satisfaction of VicRoads, submit a traffic impact assessment report which must:

- 4.5.1 Record the existing traffic volumes on the Land within the subdivision and surrounding relevant road network and assess the predicted traffic volumes and traffic impact associated with any Future Development.
- 4.5.2 Assess the potential traffic mitigation works including but not limited to:
 - (i) construction of the southern-oriented Hume Freeway ramps from Wallan-Whittlesea Road;
 - (ii) the duplication of Wallan-Whittlesea Road between the railway line and the Northern Highway;
 - (iii) the ultimate intersection requirements for the Wallan-Whittlesea Road/Commercial Drive roundabout; and
 - (iv) any potential southern link across the Hume Freeway between the subject land and the Northern Highway;
- 4.5.3 Assess the further traffic mitigation works required as a consequence of the predicted traffic volumes and impacts arising from the Future Development in proportion to the overall traffic volumes benefiting from the proposed mitigation works;

- 4.5.4 Assess the timing of the provision of the agreed further traffic mitigation works based on the timing and staging of any Future Development; and
- 4.5.5 Assess the works to be undertaken, or the financial contribution to be made by the Owner in respect of the Permit Land as a result of any Future Development, having regard to the proportion determined in 4.5.3 above.

4.6 Traffic mitigation Works

The Balance Lot Owner covenants and agrees that prior to the issue of a Statement of Compliance for a plan of subdivision which creates the 553rd Proposed Residential Lot, the Balance Lot Owner must, carry out the works or make the financial contribution in accordance with the transport impact assessment report approved under clause 4.5 of this Agreement, to the satisfaction of VicRoads.

4.7 Construction costs

The Owner covenants and agrees that all works required under this Agreement must be designed and constructed to VicRoads' satisfaction and at no cost to VicRoads.

4.8 Notice

The Balance Lot Owner agrees that it will notify all purchasers of the Residential Lots on the Land of the Noise Attenuation Requirements and requirements for Noise Sensitive Buildings and this Agreement prior to the sale or settlement, as the case may be, of any of the Residential Lots on the Land.

4.9 Public Open Space

The parties agree that:

- 4.9.1 The total area of Public Open Space to be provided on the Land is 8% of the total area of the Land; and
- 4.9.2 Public Open Space will be provided in accordance with the plan, reference: 20569/1DP15UD.DGN (PHASE 2), dated 1 October 2008, prepared by Reeds Consulting Pty Ltd.

4.10 Calculation of Public Open Space

Any Public Open Space which is Encumbered Public Open Space must have only half of its actual land area attributed to the calculation of the total Public Open Space required to be provided under this Agreement.

4.11 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.



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4.12 Further Assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.13 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's reasonable costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.14 Payment of VicRoads' costs

The Owner agrees to pay on demand to VicRoads, VicRoads' reasonable costs and expenses (including any reasonable legal fees) of and incidental to the preparation, execution, recording and enforcement of this Agreement, which until paid will remain a debt due to VicRoads.

4.15 Mortgagee to be Bound

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

4.16 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.17 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.17.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.17.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.17.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

- 4.17.4 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie

proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

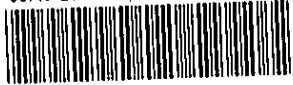
4.17.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum.

4.18 Non-compliance in respect of clauses 4.2, 4.3, 4.4, 4.5 and 4.6

If the Owner has not complied with this clauses 4.2, 4.3, 4.4, 4.5 and 4.6 within 14 days after the date of service on the Owner by VicRoads of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

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4.18.1 to allow the VicRoads its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

4.18.2 to pay to VicRoads on demand, its reasonable costs and expenses ("Costs") incurred as a result of the Owner's non-compliance;

4.18.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

4.18.4 to accept a certificate signed by the Regional Director Northern Region (or any nominee) as prima facie proof of the Costs incurred by VicRoads in rectifying the Owner's non-compliance with this Agreement;

4.18.5 subject to clause 4.17.5 any payments made for the purposes of this Agreement shall be then appropriated in payment of any interest and any unpaid Costs of VicRoads and then applied in repayment of the principal sum.

4.19 Covenants run with the Land

4.19.1 The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.19.2 At any date after the date of this Agreement, the parties covenant and agree that only the Owner in respect of a particular Lot to which a covenant or covenants under this Agreement applies, is bound by the covenant or covenants relating to that Lot.

4.20 Owner's warranty

The Owner warrants and covenants that:

4.20.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

- 4.20.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.20.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.20.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 COUNCIL'S COVENANTS

5.1 Community Development Levy

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The Council covenants and agrees that:

- 5.1.1 if the Permit lapses or is cancelled in respect of a Proposed Residential Lot for which separate title has not or cannot be issued, the Council must refund the Community Development Levy collected in relation to that Proposed Residential Lot to the Owner; and
- 5.1.2 that the Community Development Contribution and the Additional Payment paid to the Council must be placed into a community development levy reserve account for the future provision of services in respect of the Land and the Neighbouring Land.

6 GENERAL

6.1 No Fettering of powers

This Agreement does not fetter or restrict the Council's or VicRoads' power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

6.2 Time of the essence

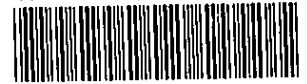
Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

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6.4 Severance

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.

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 7.1.1 personally on the person;
- 7.1.2 by leaving it at the person's address set out in this Agreement;
- 7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 7.1.4 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

- 7.2.1 if served personally or left at the person's address, upon service;
- 7.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;

- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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EXECUTED as an agreement under Part 2 of Division 9 of the Act.

THE COMMON SEAL of MITCHELL SHIRE COUNCIL
was hereunto affixed this 23rd day
of ... Sept. 2009 ... 2009 in the presence of:



Councillor

[Signature]

Councillor

[Signature]

Chief Executive Officer

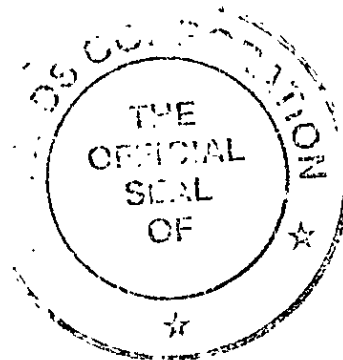
[Signature]

AG804301F

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THE OFFICIAL SEAL of the ROADS CORPORATION was hereunto affixed in the presence of:



[Signature] STEVE BROWN

[Signature] MICHAEL KYRIAKAKIS
Authorised Officers

THE COMMON SEAL of VICTOREE PTY LTD was affixed in accordance with section 127(2) of the Corporations Act 2001 in the presence of authorised persons:


Sole Director and Sole Company Secretary

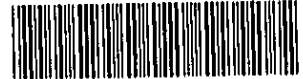
SOUHAIL MONDOUS
Full name

18-22 LEEMAN
Usual address

CEES BERLMER
Usual address

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MORTGAGEE'S CONSENT

Australand Industrial No 126 Pty Ltd as Mortgagee under Mortgage AF620006Q which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.



ELIZABETH LINEDALE, Partner, Septimus Jones & Lee
of Level 5, 99 William Street, Melbourne
an Australian Legal Practitioner
within the meaning of the
Legal Profession Act 2004



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FORM 13

AC567604N

24/12/2003 \$59 173



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

Planning and Environment Act 1987

Lodged at the Land Titles Office by :

Name: Comito & Co.,
Phone: 9480 1544
Address: 660 High Street, Thornbury
Customer Code: 3850G
Ref: AFC:AT.030908

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

Land:

Volume 8998 Folio 945, Volume 8998 Folio 947, Volume 8998 Folio 949, Volume 8872 Folio 355, Volume 10734 Folio 423, Volume 8998 Folio 942 Volume 10398 Folio 882, Volume 9521 Folio 133, Volume 8998 Folio 943 and Volume 10454 Folio 013.

NOW - V 10778 F. 147/148 (B1)
NN 19-1-04

NOW - V.10778 F. 149/150 (B1)

Authority:

The Mitchell Shire Council



DRC567604N-1-2

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

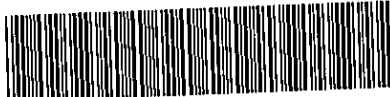
Signature:

[Handwritten signature]
COUNCIL OFFICIAL

IAN SCHOLES
A SENIOR OFFICER OF THE
MITCHELL SHIRE COUNCIL AS
DEFINED IN THE LOCAL
GOVERNMENT ACT 1989

DATE:

[Handwritten scribble]



DAC567604N-2-1

THIS AGREEMENT is made the *12th* day of *December* Two thousand and three.

BETWEEN:

THE MAYOR, COUNCILLORS AND CITIZENS OF THE MITCHELL SHIRE COUNCIL (hereinafter referred to as "the Council")

of the First Part

AND

CANDIBON PTY LTD A.C.N. 006 867 358
of 18-22 Leemak Crescent, Berwick in the said State (hereinafter referred to as "the Owner")

of the Second Part

WHEREAS:

- A. The Owner is registered or entitled to be registered as proprietor of the land described in the First Schedule hereto ("the Land").
- B. The Council is the Responsible Authority under the Planning and Environment Act 1987 ("the Act") for the Mitchell Planning Scheme ("the Planning Scheme").
- C. The Council has requested the Owner to enter into an agreement to allow the subdivision of the Land pursuant to Planning Permit P303484 a copy of which is attached hereto and marked "B" ("the Permit") generally in accordance with the plan attached hereto and marked "A" ("Plan A").
- D. The parties hereto have agreed that without restricting or limiting their respective rights and powers to enter into this Agreement and insofar as it can be so treated, this Agreement shall be treated as being an Agreement made pursuant to Section 173 of the Act, binding its successors in title to the land and every part thereof.

AC567604N

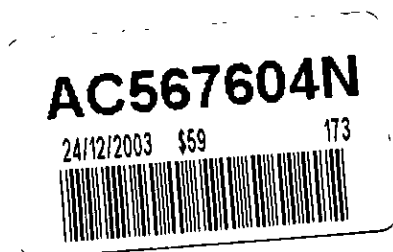
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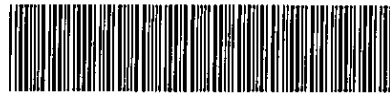




NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Owner with the intent that its covenants hereunder shall run with the Land hereby covenants and agrees that it will, prior to the issue of a Statement of Compliance, provide access from the Wallan-Whittlesea Road to Lots 1 and 2 on Plan of Subdivision No. 521779X and Lots 1 and 2 on Plan of Subdivision No. 521780P generally in accordance with the Wallan Airfield Estate Concept Stage Development Plan (or any future amendment to that Development Plan) contained in Schedule 4 of the Development Plan Overlay of the Mitchell Planning Scheme.
2. The Owner covenants and agrees to do all things necessary including the signing of such further agreements or other documents that may be required to ensure these covenants and agreements are carried out and effected.
3. The Owner agrees to make application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the land in accordance with Section 181 of the Act and do all things necessary to enable such registration including procuring the consent to this Agreement of any mortgagee or caveator.
4. The Owner agrees that it shall pay for the cost of the preparation and registration of this Agreement and any stamp duty applicable thereto.
5. The Council covenants and agrees with the Owner that upon the subdivision of the land Council will consent and do all things reasonable to ensure the removal of this Agreement from any allotment and or portion of the land through which access has been provided to the satisfaction of Council.





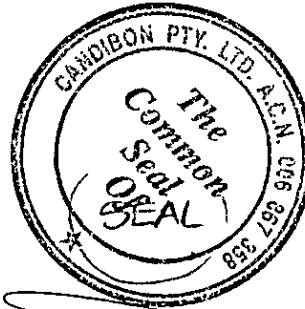
DAC567604N-4-7

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year hereinbefore written.

Signed for and on behalf of the **Mitchell Shire Council** pursuant to the **Instrument of Delegation** issued to the position of Chief Executive Officer by resolution of Council on 16 November, 1998.

Garry Robert Cecil
Chief Executive Officer

[Handwritten Signature]
12/12/03



THE COMMON SEAL of CANDIBON PTY LTD A.C.N. 006 867 358 was hereunto affixed in the presence of authorised persons:

[Signature]

DIRECTOR SECRETARY

[Signature]

PRINT NAME

[Signature]

PRINT ADDRESS

BERWICK 3806.

[Signature]

DIRECTOR SECRETARY

[Signature]

PRINT NAME

[Signature]

PRINT ADDRESS

Prime Equity Developments Pty Ltd, the registered proprietor of the land contained in Certificates of Title Volume 8998 Folio 942, Volume 8998 Folio 943, Volume 10398 Folio 882, Volume 10454 Folio 013, Volume 10734 Folio 423 and Volume 9521 Folio 133 and Biloge Nominees Pty Ltd, Extraplan Pty Ltd and Francis Flood Nagle, the registered proprietors of the land contained in Certificates of Title Volume 8872 Folio 355, Volume 8998 Folio 945, Volume 8998 Folio 947 & Volume 8998 Folio 949 **HEREBY CONSENT** to the registration of the Section 173 Agreement.

Dated the 19th day of December 2003.

S/S:

ROTMAN & MORRIS

1505°L

as licensed Practitioners within the meaning of the Legal Practitioners Act 1996

Signed for and on behalf of the registered proprietors by their solicitor and agent

AC567604N

173

24/12/2003 \$59





FIRST SCHEDULE

The whole of the land contained in Certificate of Title Volume 8998 Folio 945, Volume 8998 Folio 947, Volume 8998 Folio 949, Volume 8872 Folio 355, Volume 10734 Folio 423, Volume 8998 Folio 942, Volume 10398 Folio 882, Volume 9521 Folio 133, Volume 8998 Folio 943 and Volume 10454 Folio 013 as per plan A attached hereto.

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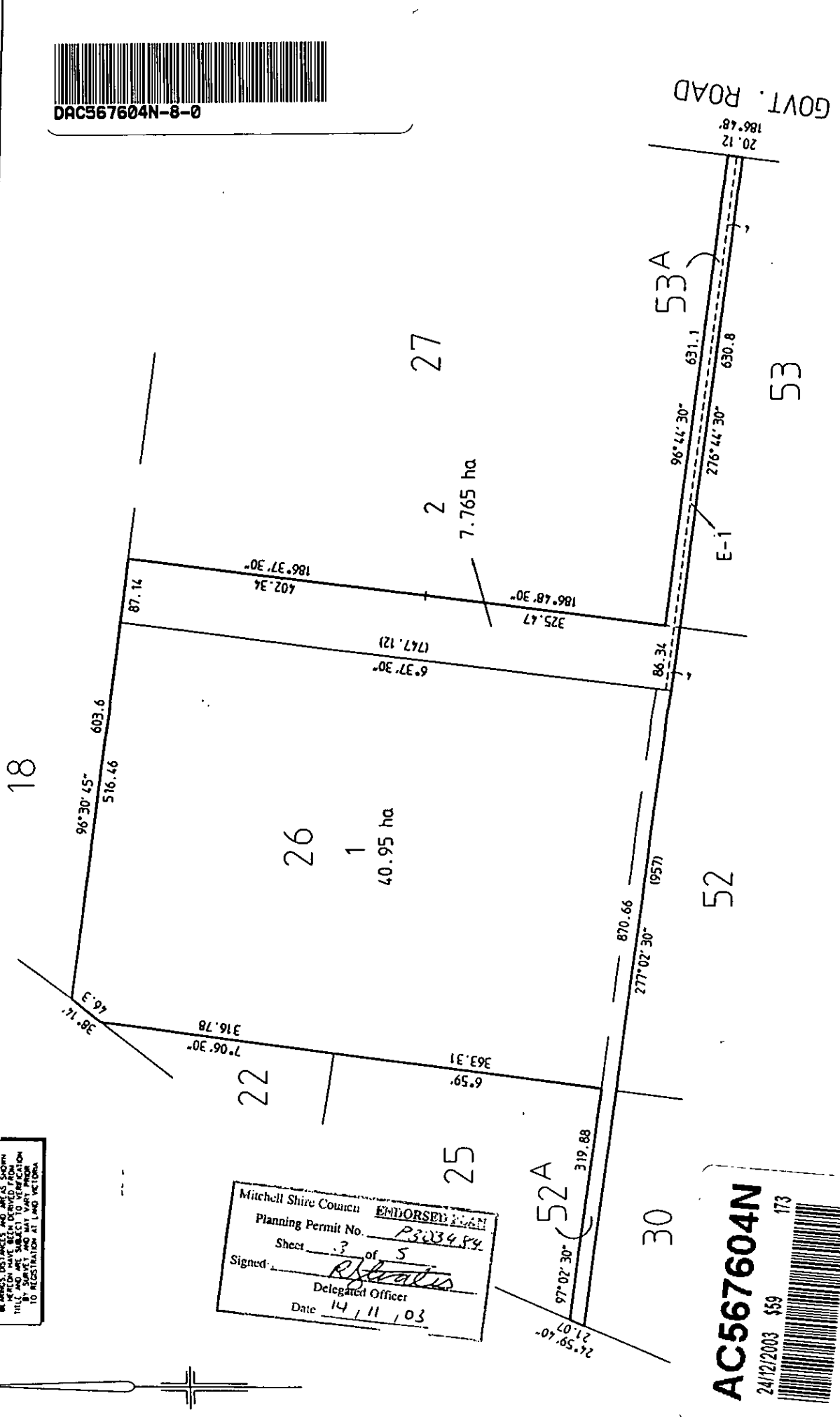
SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 521780P



WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION. DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN.

WARNING
BEARINGS, DISTANCES AND AREAS SHOWN HEREON HAVE BEEN DERIVED FROM THE SURVEY AND MAY BE SUBJECT TO REVISION TO REGISTRATION AT LAND VICTORIA.

Mitchell Shire Council **ENDORSED PLAN**
 Planning Permit No. P303984
 Sheet 3 of 5
 Signed: [Signature]
 Delegated Officer
 Date 14/11/03

AC567604N
 24/12/2003 \$59 173

 Reeds Consulting Pty Ltd 21 Bourke Street Carlton 3053 phone (03) 9349 4277 fax (03) 9382 2766 e-mail survey@reeds.com.au Copyright © Reed's Consulting Pty Ltd	ORIGINAL SCALE SHEET SIZE 1:5000 A3	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN SIGNATURE DATE / /	SHEET 2 OF 2 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
---	--	--	---

SCALE
 100 0 100 200
 LENGTHS ARE IN METRES

SUBDIVISION ACT 1988 PLAN OF SUBDIVISION	STAGE No.	LR USE ONLY EDITION	PLAN NUMBER PS 521779X
--	-----------	-------------------------------	----------------------------------

LOCATION OF LAND

PARISH: WALLAN WALLAN

TOWNSHIP: -----

SECTION: -----

CROWN ALLOTMENT: -----

CROWN PORTION: 18 (PART), 19 (PART) AND 27

TITLE REFERENCES: VOL. 9521 FOL. 133
VOL. 10398 FOL. 882

LAST PLAN REFERENCE:

POSTAL ADDRESS: WALLAN-WHITTLESEA ROAD
(at time of subdivision) WALLAN 3756

AMG CO-ORDINATES: E 322 690 ZONE: 55
(of approximate centre of land in plan) (D.C.M.B.) N 5 856 010

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME : MITCHELL SHIRE 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 THE ORIGINAL CERTIFICATION UNDER SECTION 6 / /
3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE.

(ii) THE REQUIREMENT HAS BEEN SATISFIED.

(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE

COUNCIL DELEGATE

COUNCIL SEAL

DATE / /

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

COUNCIL DELEGATE


COUNCIL SEAL

DATE / /

VESTING OF ROADS OR RESERVES	
IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY



DAC567604N-9-8

WARNING

THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN


WARNING

BEARINGS, DISTANCES AND AREAS SHOWN HEREON HAVE BEEN DERIVED FROM TITLE AND ARE SUBJECT TO VERIFICATION BY SURVEY AND MAY VARY PRIOR TO REGISTRATION AT LAND VICTORIA

STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.

AC567604N

24/12/2003 \$59 173



THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

SURVEY THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No (s) . -----
IN PROCLAIMED SURVEY AREA No. -----

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF

LR USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED

DATE / /

LR USE ONLY

PLAN REGISTERED

TIME

DATE / /

ASSISTANT REGISTRAR OF TITLES

DATE / /

Mitchell Shire Council **ENDORSED PLAN**

Planning Permit No. P303484

Sheet 4 of 5

Signed: R. [Signature]

Delegated Officer

Date: 14/11/03

Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
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LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN

SIGNATURE DATE / /

REF: 20569/PS2L1 VERSION B DATE: 28/10/03 2L1PS1B.DGN

COUNCIL DELEGATE SIGNATURE

SHEET 1 OF 2 SHEETS

ORIGINAL SHEET SIZE A3

SUBDIVISION ACT 1988

STAGE No.

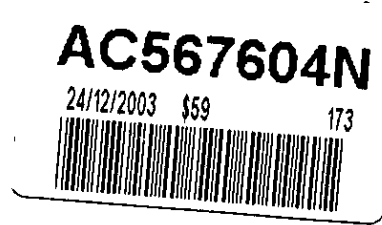
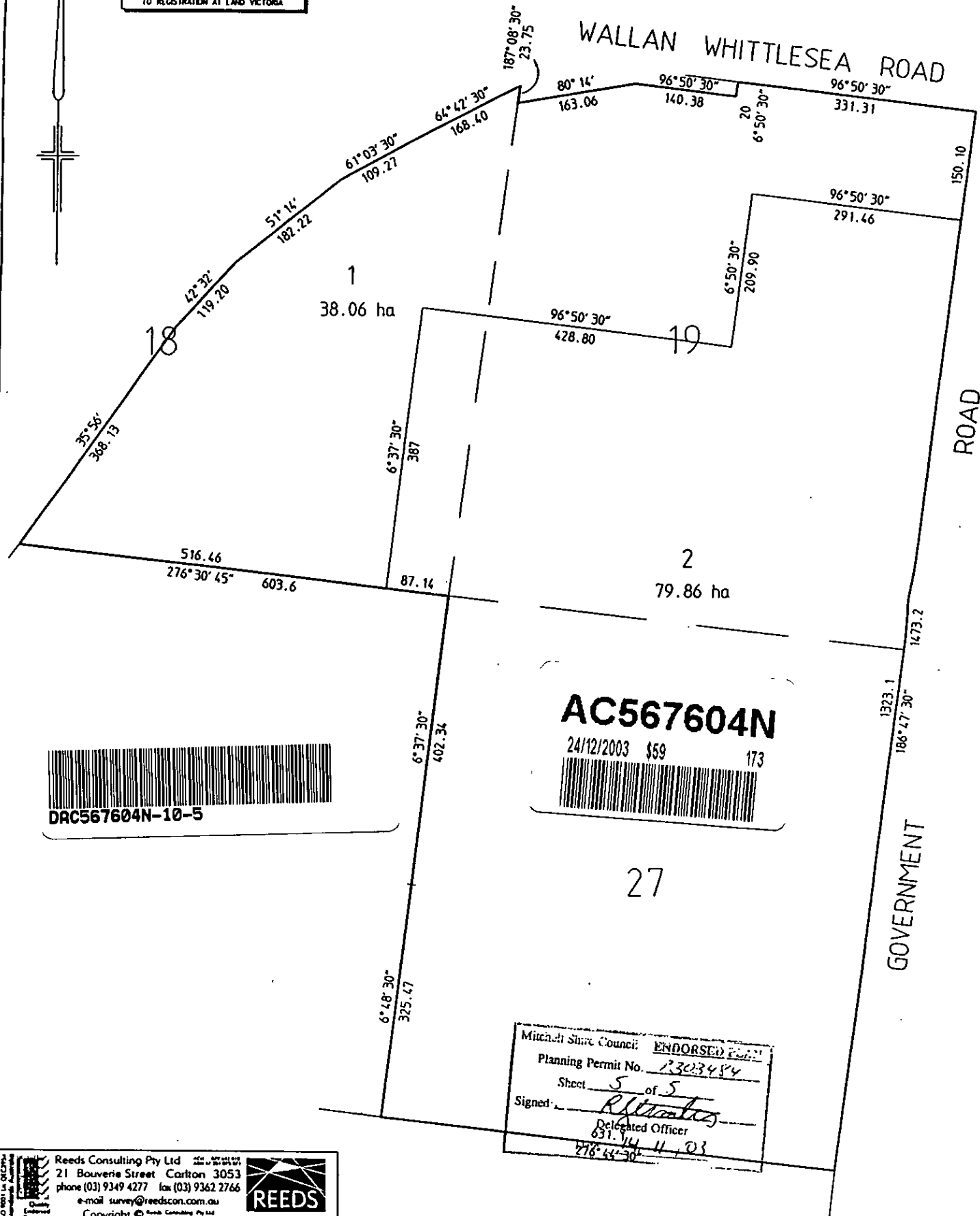
PLAN NUMBER

PLAN OF SUBDIVISION

PS 521779X

WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN

WARNING
BEARINGS, DISTANCES AND AREAS SHOWN HEREON HAVE BEEN DERIVED FROM TITLE AND ARE SUBJECT TO VERIFICATION BY SURVEY AND MAY VARY PRIOR TO REGISTRATION AT LAND VICTORIA



Mitchell Shire Council **ENDORSED**
 Planning Permit No. 2303484
 Sheet 5 of 5
 Signed: [Signature]
 Delegated Officer
31.11.03
278 64 30

Reeds Consulting Pty Ltd
 21 Bouverie Street Carlton 3053
 phone (03) 9349 4277 fax (03) 9362 2766
 e-mail survey@reedscon.com.au
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SCALE
 100 0 100 200
 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
 1:5000 A3

LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN
 SIGNATURE DATE / /
 REF: 20569/PS2L1 VERSION: B DATE: 28/ 10/03 2LIPS2B.DGN

SHEET 2 OF 2 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE

"B"

M I T C H E L L



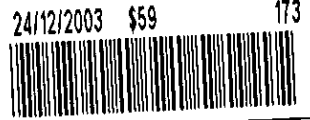
S H I R E C O U N C I L

Property No. 7035501800 & 7035501900
Applicant : Reeds Consulting Pty Ltd

PLANNING PERMIT

PERMIT NO: P303484
PLANNING SCHEME: Mitchell Planning Scheme
RESPONSIBLE AUTHORITY: Mitchell Shire Council

AC567604N



ADDRESS OF THE LAND: 170 Wallan Whittlesea Road Wallan 3756;
(Lot 1 & 2 TP583439L, Lot 1 TP435290Y, Lot 1 TP11585T, CA: 52A & 53A Parish: Wallan Wallan)

THE PERMIT ALLOWS:

For a boundary re-alignment in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT: (12 Conditions)

Conditions:

1. The permit will expire if the subdivision is not certified under the Subdivision Act, 1988 within two years of the issue of the permit and the subdivision is not completed within five years of the date of certification under the Subdivision Act, 1988. The responsible authority may extend the periods referred to if a request is made before the permit expires or within three months afterwards.
2. The layout of the subdivision and the size and the dimensions of the proposed lots must conform generally with the plan endorsed pursuant to this Permit and no amendments will be made to any plan so endorsed except with the approval of the Responsible Authority.
3. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
4. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
5. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

VicRoads Conditions:

6. All access shall be provided from the Wallan-Whittlesea Road to all subdivisional lots generally in accordance with the Wallan Airfield Estate Concept Stage Development Plan (or any future amendment to that Development Plan)



Date 14/11/2003

Signature for the Responsible Authority

DELEGATED OFFICER

7. Prior to the Statement of Compliance being issued, the applicant must enter into an agreement under Section 173 of the Planning & Environment Act 1987, with the Responsible Authority, for access to be provided from the Wallan-Whittlesea Road to Lots 1 and 2 on PS521779 X and Lots 1 and 2 on PS521780 P, generally in accordance with the Wallan Airfield Estate Concept Stage Development Plan (or any future amendment to that Development Plan) contained in Schedule 4 of the Development Plan Overlay of the Mitchell Planning Scheme.
8. All future buildings would be set back at least 20 metres from the Wallan-Whittlesea Road reserve.
9. All future buildings would be set back from the Hume Freeway reserve boundary in accordance with the Shire of Mitchell Planning Scheme.
10. VicRoads accepts no liability for any claims of sound interference from the adjacent Hume Freeway or Wallan- Whittlesea Road
11. All works must be carried out at no cost to VicRoads.
12. Any further development of the subject land must be referred to VicRoads. (Traffic generated by future development may require mitigating works on the Wallan-Whittlesea Road and/or the Hume Freeway Reserve(s). This may include Freeway entry/exit ramps.)

End of Conditions



DAC567604N-12-2



Date 14/11/2003

Signature for the
Responsible Authority

DELEGATED OFFICER

ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 619665

NO PROPOSALS. As at the 9th October 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®.

11 SILVAN STREET, WALLAN 3756
SHIRE OF MITCHELL

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: 9th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

Created at 09 October 2025 08:51 AM

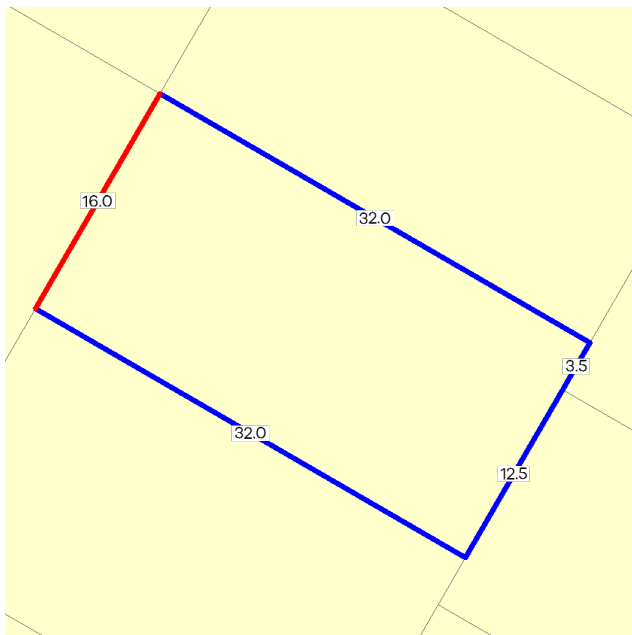
PROPERTY DETAILS

Address: **11 SILVAN STREET WALLAN 3756**
Lot and Plan Number: **Lot 1205 PS746169**
Standard Parcel Identifier (SPI): **1205\PS746169**
Local Government Area (Council): **MITCHELL**
Council Property Number: **124528**
Directory Reference: **Melway 648 C11**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

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



Area: 512 sq. m

Perimeter: 96 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

From www.planning.vic.gov.au at 09 October 2025 08:52 AM

PROPERTY DETAILS

Address: **11 SILVAN STREET WALLAN 3756**
Lot and Plan Number: **Lot 1205 PS746169**
Standard Parcel Identifier (SPI): **1205\PS746169**
Local Government Area (Council): **MITCHELL**
Council Property Number: **124528**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 648 C11**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

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

STATE ELECTORATES

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

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



MUZ - Mixed Use

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

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

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 4 (DPO4)



 **DPO - Development Plan Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



 **LSIO - Land Subject to Inundation Overlay**

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 9 October 2025.

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



Property No: 124528/
Your Ref: 78366503-019-2

BUILDING CERTIFICATE REGULATION 51 (1)

13 October 2025

LANDATA
DX 250639
MELBOURNE

Dear Sir/Madam

11 Silvan Street WALLAN VIC 3756

I refer to your request regarding the above property and the response is as follows: -

1. The below Building Permits have been issued in the last 10 years.

Permit No	Issue Date	Description	Cert. Number	Cert. Date
2748420192208/0	08/05/2019	Construction of a single storey dwelling and garage	Occupancy No: 2748420192208/0	15/10/2019

2. A search of our records reveal that there are no outstanding orders, notices or directions applicable to building matters.

I trust the above information meets with your requirements.

If you have any further queries regarding this matter please do not hesitate to contact me using the contact details below.

Yours faithfully

RYAN ELLIOT
MUNICIPAL BUILDING SURVEYOR



Valuations, Rates and Charges

1 July 2025 to 30 June 2026

C A Sexton & C T Sexton
 11 Silvan Street
 WALLAN VIC 3756

Issue Date

05/08/2025

Property Number

124528

Overdue Pay Now

\$0.00

Property 11 Silvan Street WALLAN VIC 3756
 Lot 1205 PS 746169 Vol 12066 Fol 367

Site Value	\$305,000	Market Level Date	01/01/2025
Net Annual Value	\$29,500	Valuation Effective Date	01/07/2025

Capital Improved Value (CIV) \$590,000

COUNCIL: Rates and Charges 2025/2026

Extra 120L Garbage	1 x \$220	\$220.00
Full Kerbside (120LGar, 240LRec, 120LGla, 120LFog)	1 x \$580	\$580.00
Gen Rate - General Land	\$590,000 x 0.00242559	\$1,431.00
Municipal Charge	1 x \$202.75	\$202.75
Total Council Rates and Charges 2025/2026		\$2,433.75

STATE GOVERNMENT: Emergency Services and Volunteers Fund 2025/2026

AVPCC: 110 - Detached Dwelling		
ESVF Residential Fixed	1 x \$136	\$136.00
ESVF Residential Variable	\$590,000 x 0.000173	\$102.05
Total State Government Emergency Services and Volunteers Fund 2025/2026		\$238.05

**Instalment 1
Due 30/09/2025**

\$667.80

**Instalment 2
Due 30/11/2025**

\$668.00

**Instalment 3
Due 28/02/2026**

\$668.00

**Instalment 4
Due 31/05/2026**

\$668.00

Payments received after 04/08/2025 have not been deducted from the amount due on this notice.

Avoid late payment interest of 10% pa by paying your rates on time. Payment plans are available.

Total Amount Payable

\$2,671.80

For more payment options please turn over. If you are having difficulties paying please contact Council.



Billers Code: 93807
 Ref: 1245281



Billers Code: 93807
 Ref#: 1245281
 INTERNET Go to www.bpoint.com.au
 PHONE: Phone 1300 BPOINT



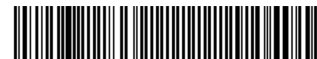
Billers Code: 9190
 Ref: 1245 2811



View and pay this bill using internet banking

BPAYView Registration No.: 1245281

To pay this bill – visit any Post Office, phone 13 18 16, or go to postbillpay.com.au.



*71 190 124528 11



Receive your rates notice via email

Register now at mitchellshire.enotices.com.au with eNotices reference number

F0E88BC7AZ



Resource Recovery Centre Vouchers 2025/26 see back.

How we calculate your rates

Each year, Council sets a rate in the dollar as part of our Annual Budget. This rate is applied to the Capital Improved Value (CIV) of your property, which is set by an independent valuer.

Different types of properties – like general, rural, commercial, industrial and vacant land – have different rates.

Your total rates include:

- a general rate (CIV × rate in the dollar)
- a municipal charge (fixed charge on every property)
- a garbage charge (if you get a kerbside collection)
- a levy for the Emergency Services and Volunteers Fund (Victorian Government)



Details about our rating categories and other charges can be found at mitchellshire.vic.gov.au/rates. A list of the rating categories and the rate in the dollar for each is provided below.

Rating Category	Rate multiplied by CIV	Equivalent charge*
General Rate	0.00242559	\$1,431.10
Vacant Land – Residential	0.00485118	\$2,862.20
Vacant Land – Commercial/Industrial	0.00606398	\$3,577.75
Agricultural Land – 40ha to 100ha	0.00218303	\$1,287.99
Agricultural Land – Greater than 100ha	0.00194047	\$1,144.88
Subdivisional Land	0.00606398	\$3,577.75

*These charges are for comparison only. Your property's classification and valuation are based on several factors, which may change over time. This could affect your rates. Rounding in this table may be different to what appears on your notice.

Emergency Services and Volunteers Fund (Victorian Government Levy)

The Emergency Services and Volunteers Fund (ESVF) is a levy that Council is required to collect on behalf of the Victorian State Government.

It helps fund Victoria's emergency services, including:

- Fire Rescue Victoria
- Country Fire Authority (CFA)
- Victoria State Emergency Service (VICSES)

This levy is not set by Council and does not fund local Council services. The amount you pay is based on your property type and valuation, as set out in Victorian legislation.

From 1 July 2025, eligible CFA and VICSES volunteers may receive a rebate on the Emergency Services and Volunteers Fund levy, administered by the Victorian Government — visit the Eligible Volunteers Rebate Scheme page for details. For more information, visit sro.vic.gov.au/esvf

Rate Cap

Council has met the Victorian Government's rate cap of 3%, which applies to the average increase in rates and charges across the Shire.

Payment options

Direct Debit	BPOINT: Phone / Internet	BPay / BPAYView	POST BillPay	Mail	In Person
Complete an application form to set up a direct debit arrangement by 4 instalments or 11 monthly payments.	For payments via Phone call 1300 BPOINT (1300 276 468). For payments via the Internet go to: www.mitchellshire.vic.gov.au/pay-my-rates	Contact your bank or financial institution to make a payment from your savings or cheque account or credit card (Mastercard or Visa only).	In Store: Present this account and your payment to Australia Post Outlets (cash, cheque, EFTPOS, Visa and Mastercard). Phone: 131 816 Online: auspost.com.au/postbillpay	Cheques or money orders payable to Mitchell Shire Council. Reference your property number on the cheque and mail to: Mitchell Shire Council 113 High Street BROADFORD VIC 3658	Broadford: 113 High Street Seymour: 125 Anzac Avenue Kilmore: 12 Sydney Street Wallan: Wellington Square Cash, Cheque, EFTPOS, Visa or Mastercard.

Using Your Waste Vouchers

You can use your vouchers for green waste, hard waste or general waste disposal. To redeem them, simply bring a copy of your QR code, either printed or saved to your phone, along with photo ID or your current rates notice to any of our Resource Recovery Centres in Broadford, Pyalong, Seymour or Wallan.

- Vouchers are valid until 30 September 2026

- Each scan deducts \$40 from your total voucher balance
- Unused value is not refundable or transferrable
- Vouchers cannot be exchanged for cash or credit

Please note: QR codes are included on your annual rates notice only. They are not printed on instalment notices.

Your rates may have gone up or down by a different amount depending on:

- How your property value changed compared to others
- The rating category that applies to your property
- Other charges that aren't covered by the rate cap

Pensioner concessions are available on rates

If you have a Pensioner Concession Card or a Veteran Affairs Gold Card (War Widow or TPI), you may be eligible for a rebate on the rates for your main residence. Health Care Card holders are not eligible for this rebate.

Payment plans and financial support available

We understand that meeting your rates payments isn't always easy. If you're having difficulty, please reach out to Council early so we can work with you on a solution that fits your circumstances.

We can help you set up a payment plan to spread your payments over time and avoid additional costs.

- Interest (10% p.a.) applies to overdue amounts unless a formal payment plan is in place
- Overdue accounts without a plan may be referred to debt collection, with legal costs added
- You can also pay early, schedule regular payments, or set up Direct Debit
- If your balance is \$0 by each instalment due date, no interest will be charged

The *Local Government Act 1989* permits Council to waive or defer the payment of any rate, charge or interest if a person can demonstrate that the payment would cause financial hardship.

If you believe your property is valued incorrectly

If you believe your property has been valued incorrectly, you have the right to object under the *Valuation of Land Act 1960*. Objections need be lodged within two months of the date on your rates notice.

You can submit your objection online or in writing. If you're unsure how to proceed, please contact us. To avoid penalty interest, please continue to pay your rates as shown while your objection is being reviewed. If your property's valuation is reduced, we'll credit the difference.

If you believe your property category is incorrect

If you believe your property has been placed in the wrong category, please get in touch with us. We'll review it and let you know the outcome.

If you're still not satisfied, you can apply to VCAT for a review under Section 183 of the *Local Government Act 1989*. This must be done within 60 days of receiving your notice.

If you believe your rates have been charged incorrectly

If you think your property should not be rated, that the rates or charges have been calculated incorrectly, or you're not the person responsible for payment, please contact us. We'll review your account and let you know the outcome.

If you're still not satisfied with the decision, you can apply to the County Court for a review under Section 184 of the *Local Government Act 1989*. This must be done within 60 days of the date on your rates notice.

How payments are allocated to rates

All payments are allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing

Changing your address

If you've changed your postal address, please let us know in writing so we can update your records. For any ownership changes, a formal Notice of Acquisition is required.

Scan QR Code to redeem your voucher.

\$40 per scan
Maximum 5 scans

USE BY:
30 Sept 2026



MTS25E0TG000584596

Your quarterly bill



Emailed to: cringer@live.com
MR C SEXTON & MS C RINGER
9A VISTA CT
YARRAMBAT VIC 3091

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

Account number	47 1436 3071
Invoice number	4710 2862 25775
Issue date	17 Sep 2025
Property address	11 SILVAN ST WALLAN
Property reference	5208824, PS 746169
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$261.74
Payment received thank you	-\$261.74
Balance carried forward	\$0.00
This bill	
Usage charges	\$114.32
Service charges	
Water supply system	\$21.26
Sewerage system	\$122.58
Other authority charges	
Waterways and drainage	\$31.51
Total this bill (GST does not apply)	\$289.67
Total balance	\$289.67



Recycled water is available.

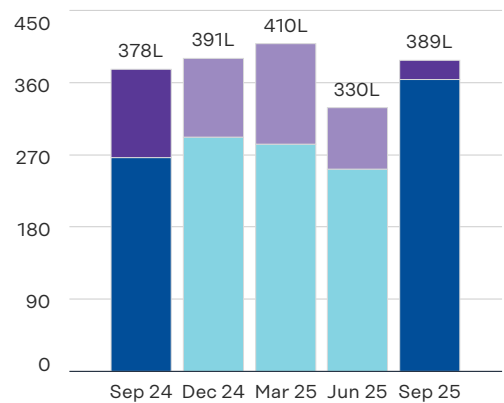
It's not to be used for drinking, preparing food or bathing, but it's great for watering gardens, washing clothes and flushing toilets.



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

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

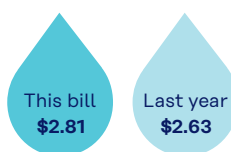


Average use in litres per day

- Water
- Recycled water

Your daily spend

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



How to pay



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call 1300 304 688.



EFT

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

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 471484431



BPAY®

Bill code: 344366
Ref: 471 4363 0710



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: 555 054 118T



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au

Bill code: 3042
Ref: 4710 2862 25775



Credit Card

Online: yvwm.com.au/paying
Phone: 1300 362 332



*3042 471028622577 5

MR C SEXTON & MS C RINGER

Account number	47 1436 3071
Invoice number	4710 2862 25775
Total due	\$289.67
Due date	8 Oct 2025
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD18805 (Recycled Water)	224kL -	222kL =	2kL
From 23 Jun 2025 - 16 Sep 2025			(85 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
23 Jun 2025 - 30 Jun 2025	0.165kL x	\$1.9259 =	\$0.32
1 Jul 2025 - 16 Sep 2025	1.835kL x	\$1.9681 =	\$3.61
Total	2.000kL		\$3.93

Meter number	Current reading	Previous reading	Usage
YATD083272	495kL -	464kL =	31kL
From 23 Jun 2025 - 16 Sep 2025			(85 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
23/06/2025 - 30/06/2025			
Step 1 (0-440 litres per day)	2.553kL x	\$3.4342 =	\$8.77
01/07/2025 - 16/09/2025			
Step 1 (0-440 litres per day)	28.447kL x	\$3.5724 =	\$101.62
Total	31.000kL		\$110.39
Total usage charges			\$114.32

Price changes are effective from 1 July 2025.

Your charges explained

- **Recycled water usage charge**
23 June 2025 - 16 September 2025
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
23 June 2025 - 16 September 2025
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 July 2025 - 30 September 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 July 2025 - 30 September 2025
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 July 2025 - 30 September 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

Financial assistance

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

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

Contact us

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

📅 Next meter reading:

Between 18-25 Dec 2025

Our performance

We're committed to delivering on the outcomes you told us you value and expect.

🔗 Learn more at yvw.com.au/performance

Pricing update

Our prices are changing. From 1 July 2025, bills will increase by 3.2%, which is around \$9 more on a typical quarterly bill.

We know every dollar counts. We're keeping the increase as low as possible, while continuing to deliver reliable services and invest in improvements for you and your community.

🔗 Learn more at yvw.com.au/prices

